



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
 Siri Fort, New Delhi-110049
 Tele No. 011- 66337373

निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER

To,
 M/s. Studio Krishna Production
 2978/2 Basement, Shiv Chowk Wali Gali,
 Ranjit Nagar, New Delhi- 1100008

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate/Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under one part bid system (Techno commercial Part & Price Part) from the intended consultancy for "Sending multi camera AV feed from Auditorium 2 of Siri Fort Auditorium, Delhi on custom video streaming platform for "BHEL Day" to be held on 01st Jan 2021 (tentative) at Siri Fort Auditorium, New Delhi." This live feed from Siri Fort Auditorium is to be sent out to all BHEL's employees (PAN India).

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA: CC:BD-WC:01
2.	Date of Issue of Tender:	28-12-2020
3.	Tender Title:	Sending multi camera AV feed (in full HD) from Auditorium 2 of Siri Fort Auditorium, Delhi on custom video streaming platform for "BHEL Day" being held on 01st Jan 2021 at Siri Fort Auditorium.
4.	Last date/ time for receipt of tender:	29-12-2020 by 11:30 AM
5.	Date/ time of opening of bid	29-12-2020 at 12:00 PM
6.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
7.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
8.	EMD (₹):	Nil
9.	Security Deposit (₹):	Nil
10.	Minimum Validity of tender offer:	31st March, 2021
11.	Scope of Work:	Sending multi camera LIVE AV feed from Auditorium 2 of Siri Fort Auditorium, Delhi on custom video streaming platform for "BHEL Day" being held on 01st Jan 2021(tentative) at Siri Fort Auditorium. This live feed from Siri Fort Auditorium is to be sent out to all BHEL's employees (PAN India).
12.	Place of Work/Site:	Auditorium 2 of Siri Fort Auditorium, New Delhi

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://eprocure.gov.in/cppp/> and www.bhel.com. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding NIT, if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
 Bharat Heavy Electricals Ltd.

(Namita Nainani)
 Sr. Executive (Corporate Communication)
 E-mail: namita@bhel.in

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GENERAL TERMS & CONDITIONS OF TENDER

Your offer should be compliant to following terms and conditions:

1.0 SUBMISSION OF OFFER

Your **offer** should be complete in all respects (refer **Annexure VII**).

Offer should be **either** typed or written legibly in English. Alterations/ over-writings, if any, in the tender should be attested by the person signing the tender. Tenders with alterations etc. not authenticated as above may be rejected by BHEL.

2.0 PRICE

- a) Price quoted should be firm during the entire duration of contract.
- b) Price quoted shall be all inclusive except GST (as applicable), which should be indicated separately in the column provided in the Price Bid enclosed as Annexure-III.
- c) Price to be filled-in strictly as per the Price Bid enclosed as Annexure- III. Change in Performa is not allowed.
- d) The bidders are required to quote essentially for the entire scope of work.
- e) Offers not fulfilling any of the above conditions are liable for rejection.

3.0 BID VALIDITY – 60 days

4.0 CORRECTION OF ARITHMETIC ERRORS:

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

5.0 TAXES & DUTIES

- a) It is mandatory to comply with all taxes applicable for the required services. Your price should be all inclusive, except GST. The amount towards GST should be indicated separately in the specified place in Price Bid enclosed as Annexure- III.
- b) To enable BHEL to avail GST Input tax credit, party shall submit invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi. Payment shall be made to the party only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- c) In case of any loss incurred by BHEL on account of non-compliance of GST laws by vendor/service provider, the same shall be to party's account and the same shall be withheld/recovered from party.
- d) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

- e) Payment to the party be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect to be provided to party.
- f) Applicable GST shall also be recoverable from the contractor/bidder in case of LD recovery/penalty on account of breach of terms of contract.

6.0 GENERAL

- a) All information in the Tender Document is meant for your consumption only and not for sharing, unless and otherwise, authorized by BHEL in writing.

7.0 PENALTY

- a) In the event of complete failure of webcast on internet, BHEL is not liable to make any payments.
- b) The live feed provided by the agency shall be without any interruptions, failure or glitches in the transmission, any partial failure exceeding 60 seconds in the live transmission will attract penalty on the bidder @ 2% per minute of the work order value. Sufficient opportunity to present the case shall be provided to the bidder before imposition of the penalty.

8.0 PRICE ESCALATION CLAUSE

- 8.1 All the prices quoted by the bidders shall be in Indian Rupees and shall be final and binding and not subject to any price escalation.

9.0 TERMS OF PAYMENT

- 9.1 100% payment shall be made within 30 days from the receipt of GST-Compliant invoice. No other payment term shall be acceptable to BHEL.
- 9.2 No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- 9.3 While making the payment, statutory deductions as applicable, shall be made by BHEL.
- 9.4 BHEL reserves the right to make payment through E-mode.
- 9.5 Successful bidder shall be required to furnish the following information upon placement of order on their letter head:

Re: EFT Payments

Please find enclosed the relevant details of my bank account for receiving NEFT credits from BHEL.

BANK NAME & COMPLETE ADDRESS WITH PIN CODE	
BANK ACCOUNT NO.	
MICR CODE	
IFSC CODE	
PARTY'S eMAIL – ID	
PAN NO.	
GST REGN. NUMBER	

PARTY's NAME & ADDRESS

Also, please find enclosed a photocopy / cancelled copy of one leaf from our cheque book for the codes required above.

We hereby confirm that the above mentioned particulars are in order. To facilitate EFT credits, we will inform BHEL in case of any changes in the bank particulars at a future date.

Thanking you,
Yours sincerely

10.0 CONTRACT LAW, NOTICE AND ARBITRATION**10.1 ARBITRATION**

a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

10.2 JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

11.0 INTEGRITY CLAUSE**Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat the Bidder in a transparent and fair manner, and with equity.

Commitment by Bidder/ Supplier/ Contractor:

"Sending multi camera AV feed (in full HD) from Auditorium 2 of Siri Fort Auditorium, Delhi on Online video conferencing platform for "BHEL Day" being held on 01st Jan 2021 at Siri Fort Auditorium"

The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

12.0 CONFIDENTIALITY

- 12.1 Webcast content/AV recordings of the event shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances, which includes sharing link to our webcast as demo to any other party.

- 13.0 **FORCE MAJEURE:** The conditions of Force Majeure shall means the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COMPANY for any damages, losses or liabilities as result thereof.

14.0 CANCEL/SCRAP OF TENDER

BHEL also reserves the right to cancel/ scrap the tender without assigning any reason whatsoever.

15.0 DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the services thereof within the period(s) fixed for such delivery of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order /Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which

entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the Performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- b) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

16.0 ACCEPTANCE OF TERMS AND CONDITIONS

16.1 The Bidder should specifically mention that all the terms and conditions described above, including the penalty clauses, are unconditionally acceptable.

16.2 Any deviation to BHEL terms and conditions or counter terms and conditions prescribed by the Bidder in the Tender shall not be considered and may lead to outright rejection of such offer.

17.0 CONTRACT TERMINATION:

BHEL reserves the right to terminate the contract any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to.

18.0 BHEL FRAUD PREVENTION POLICY

- 18.1 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

19.0 AUTHORISED OFFICER

19.1 Head (Corporate Communication), BHEL, or any other officer nominated by BHEL, shall be the authorized officer with regard to the Contract. The decision of the authorized officer shall be final and binding. The authorized officer shall hold all the meetings at Delhi only.

20.0 DATE & SCHEDULE OF BHEL DAY 2021

The date & venue of holding BHEL Day 2021 has been tentatively finalized on 01.01.2021 at Auditorium 2, Siri Fort Auditorium, Delhi. However, the date, time & venue of the subject event may be changed with prior notice & the same shall be confirmed later in the award of work/Work Order issued by BHEL.

21.0 CONTACT PERSONS

For any clarification, bidders may contact the following officials of BHEL:

- Mrs. Namita Nainani - Senior Executive (CC)
Tel. : 011-66337380, e-mail : namita@bhel.in
- Mrs. Vaishali Wadhwa - Senior Executive (CC)
Tel. : 011-66337368, e-mail : vaishali@bhel.in

Annexure - II**SCOPE OF WORK / SERVICES**

Background: The "BHEL Day" is scheduled to be held on 01st Jan 2021 at Siri Fort Auditorium, Auditorium No. 2. BHEL intends to send multi camera AV feed from Auditorium 2 of Siri Fort Auditorium, Delhi on custom video streaming platform for "BHEL Day" to be held on 01st Jan 2021 at Siri Fort Auditorium, New Delhi. This live feed from Siri Fort Auditorium is to be sent out to all BHEL's employees (PAN India).

The AV feed will include the following:

1. AV feed will include PiP for Powerpoint presentation, graphic titles overlay and pre-recorded videos for which graphic presenter and pip interface decoder.
2. Webcast of the event will be done in high definition over stable internet connections through LiveU and event will be webcast on custom URL including visuals of participants on Video Conferencing System in a secure manner with a custom URL.
3. Equipment required for the above:
 - a. Three HD Video Cameras
 - b. Video Switchers - 2 nos.
 - c. Web Encoder Single Channel UP SCALE - 2 nos.
 - d. Web Encoder Single Channel DOWN SCALE - 1 no.
 - e. Live U
 - f. Wireless SDI transmitter and receiver - 2 units
 - g. PIP INTERFACE DECODER
 - h. Graphics and Video Presenters
 - i. VC interface Encoder & Decoder
 - j. Adequate Technical staff equipped to handle the scope of work
 - k. Requisite dongle etc. for complete internet connectivity (as back-up), Primary shall be provided by BHEL

The entire proceedings of the BHEL Day have to be recorded and the event shall also be live via webcast on Custom URL.

- a. Contractor has to perform mock tests between 29th Dec. & 30th Dec. 2020 and one day prior to the event from the event location (i.e. Siri Fort Auditorium) to ensure live video being web-casted/transmitted on Custom URL without any issue/problem.
- b. **Support from BHEL:** BHEL to provide the following for webcast on Internet:
 - a. One link of 50 Mbps, ILL 1:1 with Internet Connectivity at the venue. Upload/ Download bandwidth of more than 50 Mbps.
 - b. Table and chairs as per bidder's requirement.
 - c. Webpage layout, templates design formats.
 - d. Permissions and camera team, webcast team with equipment for coverage.
 - e. Technical and event coordinators for coordination.

Price-Bid

S. No.	Scope	Amount in INR (All inclusive) (Excluding GST)
1	Live Feed: - AV feed to include PiP for Powerpoint presentation, graphic titles overlay and pre-recorded videos for which graphic presenter and pip interface decoder - Webcast of the event will be done in high definition over stable internet connections through LiveU and event will be webcast on custom URL including visuals of participants on Video Conferencing System in a secure manner with a custom URL. - Internet connectivity testing through Laptop between 29th Dec. & 30th Dec. 2020 and Mock testing one day prior to the event.	
2	Full HD Cameras setup with Online video mixer and technical operators for the entire event	
3	Local conveyance	
4	Sub-total (In Figures):	
5	Sub-total (In Words):	
6	GST (as applicable will be payable)	
7.	Grand Total (Incl. GST)	

IMPORTANT POINTS TO NOTE:

A. Completely filled Price bid format duly signed by the bidder shall be submitted along with bid.

B. CHARGES:

- "Cost/Charges" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this count shall be entertained.
- While quoting the reasonable "Cost/Charges", bidder should consider all expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses/exigencies (including bearing of penalty by Bidder as per Tender Document).



iii) If the bidder quote "Nil" charges, the bid shall be treated as unresponsive and will not be considered for evaluation.

- C. **PRICE VARIATION:** The "Cost/Charges" quoted by the bidder will remain firm for the entire Contract duration up to extended period (if any). BHEL shall not be responsible for any escalation in prices of labor or materials, machinery, equipment etc. whatsoever or any increase in any duties, levies etc. in respect thereof whatsoever and the Contractor's Service Charge and Contractor's obligation shall remain unaffected by such escalation and/or increase.

Signature
With name, Designation & seal of the firm

None

Annexure - IVNo Deviation/Acceptance Certificate
(To be submitted along with Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Note: Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA:CC:BD-WC:01, dated 28.12.2020. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm



Annexure-V

DOCUMENTS REQUIRED

1. Tenderer has to submit the No Deviation Certificate duly signed in the format Annexure-IV.
2. Price bid format (Annexure-III) duly signed by the bidder shall be submitted along with technical bid by mentioning **price/cost** in the column where quote is to be offered by the party.
3. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer.

Now

PROCEDURE FOR SUBMISSION OF TENDER

1.0 The tender is to be submitted as required in **one part** in separate sealed cover **prominently superscripted** the tender number and due date & time as mentioned in the tender enquiry; on top of envelope/sealed cover.

It shall contain documents required in Annexure-V above along with "Price Bid (Annexure-III)". Price should be quoted in Price-Bid format (Annexure-III) only.

2.0 Tender submitted by the bidder should strictly be in accordance with the tender terms & conditions enclosed herewith.

3.0 The Bidder should accept all terms & conditions of the tender.

Naant

CHECK-LIST
(To be submitted along with Bid)

Sl. No.	Description of requirement	Yes / No/ NA	Page No.
1.	No Deviation Certificate i.e. Annexure-IV		
2.	PRICE BID i.e. Annexure-III		
3.	Bank details along with a cancelled cheque for NEFT/RTGS.		
4.	Signed & stamped complete tender document.		

Signature
With name, Designation & seal of the firm

