



BHARAT HEAVY ELECTRICALS LIMITED
BHEL House, Siri Fort, New Delhi-110049

NIT No.	CC/PHOT/21-22 Dated 02.02.2021
NIT Title	Two Year Framework Agreement/Empanelment of studios/agencies for still photography, videography & multi camera live video feed for broadcast/webcast services in Delhi-NCR.



NOTICE INVITING OPEN TENDER

BHEL is one of India's largest engineering and manufacturing enterprises in the energy and infrastructure sectors and a leading power equipment manufacturer, globally.

BHEL invites a two-part open tender enquiry (Part-A: Techno-commercial Bid & Part-B: Price Bid) from agencies/studios for providing still photography, videography & multi camera live video feed for broadcast/webcast services meeting Pre-Qualification Requirement as per Annexure-II of the tender enquiry) for the providing these services to BHEL offices/other locations situated at Delhi-NCR and nearby areas. BHEL shall be empaneling and entering into framework agreement with a Maximum of Four (4) of such agencies/studios.

The period of rate contract will be for two years w.e.f. from April 2021 (tentative), which can be extended by another three months (i.e. beyond two years) upon mutual consent & prevailing market conditions.

Following points relevant to the subject tender may please be noted by all prospective bidders for compliance: -

1.0 Salient Features of NIT

S. N.	ISSUE	DESCRIPTION
1	NIT No.	CC/PHOT/21-22 Dated 02.02.2021
2	NIT Title	Two Year Framework Agreement/Empanelment of studios/agencies for still photography, videography & multi camera live video feed for broadcast/webcast services in Delhi-NCR.
3	Tender Notification	Tender documents can be collected from Corporate Communication, BHEL House, Siri Fort, New Delhi-110049 from 02.02.2021 (1600 hrs onwards) to 23.02.2021 (upto 12 noon), during office hours on working days. Tender documents can be downloaded from the websites www.bhel.com or http://eprocure.gov.in .
4	Submission/ Receipt of Tenders	Upto 1500 hrs on 23.02.2021 at Corporate Communication, BHEL House, Siri Fort, New-Delhi-110049
5	Opening of Techno-Commercial Bid	On 1530 hrs on 23.02.2021 at Corporate Communication BHEL House, Siri Fort, New-Delhi-110049
6	Latest Updates	Latest updates on the Important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications, Terms & Conditions etc. will be hosted on BHEL webpage (www.bhel.com) & http://eprocure.gov.in and not in the newspapers. Bidders to keep themselves updated with all such information.



2.0 Brief Terms and Conditions

- 2.1 BHEL shall be shortlisting bidders based on the evaluation of Part-A (Techno-Commercial Bids). Price bids of only techno-commercially qualified bidders shall be opened and evaluated on the scheduled date, the same shall be communicated to qualified bidders at later stage.
- 2.2 The lowest (L1) Rate/ Percentage quoted by any bidder (amongst the techno-commercially qualified bidders) for all the items (Refer Part-B Price Bid) shall become the bench mark rates and shall be counter-offered to techno-commercially qualified bidders in lowest to highest order (i.e. L2, L3, L4 and so on) till we have 3 more bidders accepting the L-1 rates. In case, one or more bidders refuses to match the L-1 rates, their bids shall be rejected. (Please refer evaluation criteria).
- 2.3 Mere issuance of tender document/ obtaining tender document through BHEL web site/ Government portal should not be construed that the bidder is considered qualified.
- 2.4 Bids/ offers with complete documentation may be sent by post/ courier to the office of tender submission authority namely, Dy General Manager, BHEL Corporate Communication, New Delhi. However, BHEL accepts no responsibility for any loss/ delay/ non-receipt of offers not submitted in person. Offers received incomplete/ late are liable for rejection.
- 2.5 Each and every page of the Tender document along with PQR and supporting documents should be signed by authorized person with Company seal as a mark of their acceptance of terms and conditions of the tender.

For & On behalf of
Bharat Heavy Electricals Limited

(POONAM TALWAR)

पूनम तालवर / POONAM TALWAR
द्य मनेजर / Dy. Manager
बारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
वी.एच.ई.एल.डाक्स, सीरी फॉर्ट / BHEL House, Siri Fort
नई दिल्ली-110049/ New Delhi - 110049

Place: New Delhi

Enclosed:

PART-A

Annexure - I	: Scope of Work
Annexure - II	: Special Terms & Conditions
Annexure - III	: General Terms & Conditions
Annexure - IV	: No Deviation Certificate
Annexure - V	: Declaration Certificate - Infrastructure and Manpower
Annexure - VI	: e-Banking Mandate Form
Annexure - VII	: Submission of Offer
Annexure - VIII	: Checklist

PART-B

Annexure - IX	: Price Bid
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PART-A: TECHNO-COMMERCIAL BID

Annexure - I

SCOPE OF WORK

The brief scope of work for providing still photography, videography & multi camera live video feed for broadcast/webcast services under the contract is given below:

1. Coverage of various functions/events held at Delhi–NCR and nearby areas, as per location specified by BHEL. The soft copies of the total coverage for each event – which has to be supplied in CDs/DVDs/pen drive as instructed have to be submitted to Corporate Communication, BHEL House, Siri Fort, New Delhi.
2. The agency/studio shall be intimated about the job work viz. photography, videography, webcast assignment etc. on email or telephone, normally at least one day in advance. However, in case of urgent requirement, the vendors may be required to arrange for photography, videography & multi camera live video feed for broadcast/webcast services at a short notice of couple of hours also.
3. Services may be required from agencies including on Sundays/ Holidays/ Late Night Hours.
4. Services required for the events are categorized as Category A (Special coverage) and Category B (Regular coverage) for Photography & Multi camera live video feed for broadcast/webcast events, respectively. Technical specifications for Photography, Videography & Live Feed/Webcast including equipment and manpower requirement for both the categories are stated in **Annexure II**.
5. Assignment Charges for Photography services will include cost of CDs, DVDs or pen drives as per the instructions of Official-Incharge. There will be no commitment for hard copies of the photographs, which shall be ordered separately as per requirement and payable as per approved rates.
6. All photographs have to be clicked in uncompressed format (like CR2 in case of Canon and NEF in case of Nikon) or other equivalent format. Agencies have to preserve all raw photographs/data in their custody for at least 7 working days from the date of assignment. BHEL may ask for the uncompressed photos in case of requirement for high quality prints at no additional cost.
7. Assignment Charges for Videography services will include cost of one complete set of data submitted in DVDs/pen drives (footage submitted on 1080p) and any additional copies/sets required shall be ordered separately as per requirement, and payable as approved rates.
8. The CDs/DVDs of each event may be required at short notice and depending on the requirement, photographs may also be required to be emailed / uploaded online immediately from the location of event itself.
9. For duration of coverage up to Four (4) hours, Assignment Charges shall be payable for "Half-Day" only.
10. For duration of coverage more than Four hours (4) and Eight (8) hours, Assignment Charges shall be payable for "Full-Day".
11. Photographs of the event are required to be submitted immediately after the event (within 3 hours of completion of the event) to BHEL Corporate Communication office, or as per instructions provided. However, videos of the event may be provided on the next working day/within 24 hours.
12. All deliverables (CD/DVD, pen derive, photos, frames etc.), consumables and material used (memory cards, photo paper etc.) shall be of standard make.



Annexure II

SPECIAL TERMS AND CONDITIONS

1.0 ELIGIBILITY CONDITIONS/ PRE - QUALIFICATIONS REQUIREMENTS

Offers shall be considered only for experienced, technically competent and financially sound agencies providing photography, videography & multi camera live video feed for broadcast/webcast services in Delhi-NCR and meet the following **PRE - QUALIFICATION REQUIREMENT (PQR): -**

S. N.	Criteria	Minimum Qualification Requirement	Documents required in support
i	Earnest Money Deposit (EMD)	<p>Earnest Money Deposit of Rs. 20,660/- has to be deposited by all bidders as per prescribed format (Refer clause (2) of General Terms and Conditions). Offers received without EMD shall be rejected and envelope containing Techno-commercial Bid shall not be opened except in case of MSME registered bidders.</p> <p>MSME bidders have to submit a self-attested copy of Udyog Aadhar / EM-II Certificate along with Part-A Techno-commercial offer, otherwise, the bid shall not be accepted.</p>	1) EMD as per prescribed format.
ii	Experience	<p>The experience of having successfully completed similar job contracts (Similar job contracts shall mean photography, videography, multi camera live video feed for broadcast/webcast services and associated/related jobs) awarded by Public Sector Undertakings /Central Ministries/State Ministries/ Listed Companies during the last 3 years ending on 31.12.2020 should be either of the following: -</p> <ol style="list-style-type: none">1. Three similar completed job contracts costing not less than Rs. 2.06 Lakhs each. OR2. Two similar completed job contracts costing not less than Rs. 2.58 Lakhs each. OR3. One similar completed job contracts costing not less than Rs. 4.13 Lakhs each.	1) Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works executed by the bidders during the last 3 years ending on 31.12.2020. BHEL reserves the right to verify the documents submitted from the issuing company.
iii	Possess a full-fledged office in Delhi NCR with state-of-the-art infrastructure and manpower.	The bidder should possess a full-fledged office in Delhi-NCR preferably in the vicinity of BHEL Offices with state-of-art infrastructure & manpower as detailed below:	1) Copies of address proof viz. Telephone bill, water bill, Electricity Bills, Rent agreement, Affidavit, any other suitable document etc. in the name of the bidder/ bidder firm.

	<p><u>(I) Minimum Technical Specifications for Category A</u></p> <p>(Special Photography Coverage):</p> <p>(a) DSLR Bodies (Min 20 MP with 35mm Full Frame Sensor) – camera must also be capable of shooting 1080p video with full controls at 25fps in case of an emergency, enabled with Wi-Fi capabilities for immediate photo transfer. Any of the following:</p> <ul style="list-style-type: none"> • Canon EOS 5D Mark IV/6D Mark II/EOSR/EOSR5/R6/RP & Newer OR • Sony A7R3/A9/A73/A7R44/A7C & Newer OR • Nikon D800/D850/D750/Z7/Z6 & Newer OR • Nikon D750 or equivalent OR • Mirrorless full frame cameras from Canon and Nikon OR • Any other full frame camera with equivalent make • The above indicated makes/models should have produced after 2018 <p>2. DSLR lenses</p> <ul style="list-style-type: none"> • 24-70mm F2.8 or equivalent zoom/24-105 F4 image stabilised • 70-200mm F2.8 or equivalent zoom with image stabilisation • Full frame ultra wide lens (14mm F2.8/16-35 F2.8/17-40 F4.0/16-35mm F4.0) • 50mm 1.8 or faster prime lens <p>3. STROBES/LIGHTING</p> <ul style="list-style-type: none"> • 4 nos. speediest/wireless flashes with suitable light modifiers (softboxes / umbrellas etc.) <p>4. ASSISTANT/HELPER</p> <ul style="list-style-type: none"> • 1 no. trained helper to assist to setup lights and aid in light modification in live events 	<p>2) List of all equipments with make and age that are owned by bidder/ are under his/her disposal (Self-certificate signed and stamped on bidder's letter head)</p> <p>3) Details of Manpower (key personnel) (signed and stamped on bidder's letter head)</p> <p>4) Declaration Certificate (Infrastructure and Manpower as per Annexure V)</p> <p>Note: In case of more photographers /videographers required, the vendor has to arrange to provide same at the contract rates.</p>
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		<p><u>(II) LIVE Stream– Minimum Specifications</u></p> <p><u>Category A :</u></p> <ul style="list-style-type: none"> • Professional video cameras like Sony PXW Series/ JVC-GY series/ Canon XF 705/ Panasonic AJHPX250/ PTZ Cameras include pro-connectors like XLR and SDI, OR any other equivalent make. • Audio Equipment: Digital Matrix Audio Switcher, USB Audio IN/OUT, UHF Wireless Microphones and 3.5mm microphones, XLR microphones. • Mixing Equipment: Hardware switchers- Data video HS/SE-3200 or Blackmagic Design ATEM Television Studio Pro 4K Live Production Switcher/ Panasonic MX70/ Roland V1200HD and Video/audio mixer. • Encoder: hardware encoders on the market LiveU- LU300, LU200, LU600 or equivalent that use battery power and multiple 4G LTE connections to stream live video from remote locations and Software Encoders vMix, Wirecast, OBS Studio, and VidBlasterX • Live Streaming Accessories: cables, tripods, batteries, and random things like light stands • PIP Interface Decoder • Content Delivery Networks: An OVP uses a Content Delivery Network (CDN) to deliver content via the internet with speed, Quality & Security. <p><u>(III) Minimum Technical Specifications for Category B</u></p> <p>(Regular Photography Coverage):</p> <p>(DSLR Bodies (Min 18 MP with 35mm APS-C sensor – semi-professional camera bodies only), enabled with Wi-Fi capabilities for immediate photo transfer</p> <ul style="list-style-type: none"> • Canon 70D/80D/7D Mark II OR any newer equivalent make. • Full frame older cameras like Canon 5D Mark II/6D/Nikon D700 etc. OR any newer equivalent make. • Nikon D700/D7000/D7100/ D7200/D300/D300s/D500 OR any newer equivalent make. 	
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Bharat Heavy Electricals Limited
Corporate Communication, New Delhi

	<ul style="list-style-type: none">• Sony A6500/A6300/A58/A77/A99 OR any newer equivalent make.• Fujifilm XT series OR any other equivalent make after 2018. <p>1. DSLR lenses:</p> <ul style="list-style-type: none">• 18-135mm 3.5-5.6 / 24-105 4.0 L IS for canon systems or similar zoom.• 18-105mm or 18-120mm for Nikon systems or similar zoom• 50mm 1.8 or equivalent.• Full frame equivalent lenses for older full frame cameras. <p>2. STROBES/LIGHTING</p> <ul style="list-style-type: none">• 1 nos. speediest/wireless flash or on camera.	
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(IV) LIVE Stream – Minimum Specifications

Category B:

- Professional video cameras like Sony PXW Series/ JVC-GY series/ Canon XF 705/ Panasonic AJHPX250/ PTZ Cameras include pro-connectors like XLR and SDI OR any other equivalent make
- Audio Equipment's: A basic wired/wireless lavalier mic.
- Webcast related Audio / Video Mixing Equipment's.
- Live Streaming Encoder / Capture-Card Accessories: as cables, tripods, batteries, and random things like light stands
- Hardware Encoder – Live U LU300, LU600 or equivalent
- High Speed Internet Connections, LTR Support.
- Adequate Technical staff equipped to handle the scope of work.

(V) Minimum Specifications for Videography:

1. Professional Video Camera of make Sony/Canon/Panasonic to be able to record 4K at 30 fps with suitable audio inputs (XLR or equivalent) with fixed/interchangeable high quality lens.
2. Professional field audio recorder with 3.5 mm/ ¼ inch/XLR input capabilities
3. Adequate LED lighting panels for indoor spaces.

VI. Photo/Video editing softwares:

- (a) Adobe Photoshop CS6 or above.
- (b) Adobe Photoshop Lightroom CC
- (c) Adobe Camera Raw
- (d) Final Cut Pro X / Adobe Premier Pro CC / Edius 7 or above



		<p>VII. Manpower (Minimum)</p> <ul style="list-style-type: none">(a) Photographer – 2(b) Videographer – 2(c) Dedicated Professional Photo/Video Editor - 1(d) Delivery Boy – 1 <p>VIII. Mobile Connectivity 24x7</p> <p>IX. High Speed Broadband connectivity at studio.</p> <p>X. Computer Peripheral and Hardware requirements:</p> <ul style="list-style-type: none">(a) High End Graphic enabled Workstation capable of bulk photo editing and 4K video editing / rendering.(b) Portable Device viz. Laptop / High End Tablet capable of transferring images from camera, quick re-touch & emailing facility.	
iv	Financial	<p>(i) The bidder's average Annual Financial Turnover during the last three financial years ending 31.03.2020 should be at least Rs. 3.10 lakhs.</p> <p>(ii) The bidder should have PAN No. & GST Registration.</p>	<p>1) Self-attested copies of Audited Balance Sheet and Profits & Loss Account statements of last three financial years ending 31.03.2020 i.e. FYs 2017-18, 2018-19 & 2019-20. In case audited Balance Sheet and Profit & Loss Account statements of one or more year are not available with the bidder, a certificate confirming Annual Turnover(s) of respective year(s) duly certified by a CA has to be submitted.</p> <p>2) Self-attested copies of acknowledgements of IT returns (ITR) of last three financial years ending 31st March 2020 i.e. ITRs of FYs 2017-18, 2018-19 & 2019-20.</p> <p>3) Self-attested copies of the PAN No. & GSTIN Registration No.</p>



Annexure III

GENERAL TERMS AND CONDITIONS

1. SUBMISSION OF OFFER

Your offer should be complete in all respects (Refer Check-list at Annexure-VIII). Offer should be either typed or written legibly in English language only. 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. EARNEST MONEY DEPOSIT (EMD)

EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid/Part-I). Each tenderer, participating in the subject has to deposit EMD of **Rs. 20,660/- (Rupees Twenty Thousand Six Hundred Sixty Only)**

2.1 Modes of EMD:

The EMD may be accepted only in the following forms:

- (i) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) payable at New Delhi.
- (ii) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (iii) Electronic Fund Transfer credited in BHEL account (before tender opening).

BHEL Account Details placed below:

BANK ACCOUNT NAME: BHARAT HEAVY ELECTRICALS LIMITED

BANK NAME: KOTAK MAHINDRA BANK

CA NO.: 90111196535 (CURRENT ACCOUNT)

BRANCH CODE: 000172

MICR: 110485003

IFSC: KKBK0000172

PAN: AAACB4146P

(iv) EMD can also be accepted in the form of FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Agency, a/c BHEL).

(v) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid. Also, if less than required EMD is submitted, the bid shall not be considered for further evaluation.

Offers received without EMD shall be rejected except in case of MSME registered bidders. MSME bidders have to submit a self-attested copy of **Udyog Aadhar / EM-II Certificate** along with Part-I Techno commercial offer, otherwise, the bid shall not be accepted. (Refer clause 3 below)

2.2. EMD shall not carry any interest.

2.3. EMD shall be forfeited in the following cases:

- a) If after opening of tender, the tenderer revokes his tender within the validity period or increases his earlier quoted price or makes any other modification in his tender which shall not be acceptable to BHEL.
- b) The tenderer fails to deposit the required Security Deposit or commence the work within the specified period as per the LOI/Contract.



2.4. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

2.5. Refund of EMD of the bidders shall be as follows:

- EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- EMD of the successful tenderer will be retained as part of the Security Deposit.

3.0 PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their offer.

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.
- The purchase preference to MSE is not applicable for works contracts.
- In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
- However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- Start-ups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

4.0 SECURITY DEPOSIT (SD) - Successful bidder has to submit a Security Deposit.

- The total amount of Security Deposit will be 5% of the total contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of 5% of the contract value shall be acceptable in any of the forms as per clause no. 4.2 below.



4.2 Modes of deposit:

Upon acceptance of tender, the successful tenderer must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
(It is insisted upon the bidders that BGs to be submitted by them should be sent to BHEL directly by the issuing bank under Registered post (A.D.))
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor/Bidder, a/c BHEL).
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor/Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

4.3 The security deposit shall not carry any interest. Security Deposit shall be released to the successful tenderers/bidders upon fulfilment of all contractual/statutory obligations as per terms of the contract/tender and after 3 months of completion of the contract.

5.0 EVALUATION:

BHEL will constitute a tender committee for techno-commercial and price evaluation of the bids. This committee will evaluate the bids and carry out final selection of **Maximum Four (4) agencies/studios** providing Photography, Videography and multi camera live video feed for broadcast/webcast services for the empanelment with BHEL. Decision of BHEL in this regard will be final & binding on the bidders.

5.1 TECHNO-COMMERCIAL EVALUATION

Tender committee will scrutinize & evaluate the offers submitted by the bidders based on Pre-Qualification Requirements (PQR) **as per Annexure-II**.

5.2 PRICE EVALUATION

- (i) Price bids will be opened and evaluated for only techno-commercially qualified bidders (as per techno-commercial evaluation). The price bids of these bidders will be opened in the presence of representatives of these bidders who wish to be present.
- (ii) The lowest (L1) rate/percentage quoted by any bidder (amongst the techno-commercially qualified bidders) for all the items (Refer Price Bid) shall become the bench mark rates and shall be counter-offered to other techno-commercially qualified bidders in lowest to highest order (i.e. L2, L3, L4 and so on till we have 3 more bidders (i.e. total 4 bidders including L-1 bidder) for matching the L-1 rates.
- (iii) Bidders are required to match the L-1 rates. In case of refusal to match these rates, their bid shall be rejected.



6.0 LD/PENALTY FOR QUALITY, DELAY & LOSS OF DATA

- (i) **Penalty on grounds of Quality:** - Quality of photographs & videos should be of high order. Any supply of poor quality photos or poor quality/downscaled video shall be summarily rejected and would be subject to partial or non-payment. In case of unacceptable quality of footage (Photographs/video footage) 25% of the assignment charges would be deducted at the first instance as penalty; 50% of the assignment charges would be deducted at the second instance as penalty; and work will not be allotted for the next time.
- (ii) **Penalty on grounds of non-timely delivery:** - Delivery of the photos/videos and other required deliverables (if any), must be made in the time specified as per contract. In case of a default, 50% of the assignment charges will be deducted as penalty.
- (iii) **Penalty on grounds of loss of data:** - No payment of any kind would be made or bills entertained in case of partial or complete loss of data (photos/videos) by the photographers. Further, 50% of the next assignment charges to be given to the same agency, would be deductible as penalty for the above.
- (iv) In the event of complete failure of live video for broadcast/webcast BHEL is not liable to make any payments.
- (v) The live feed provided by the agency shall be without any interruptions, failure or glitches in the transmissions, 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
- (vi) **In case of LD recovery, the applicable GST shall be recovered from the agency.**

7.0 CANCELLATION POLICY

- (i) No charges would be applicable to be paid to the agency if the cancellation is made by BHEL a minimum of 3 hours prior to the event
- (ii) In case of no prior cancellation, half day charges for the respective category shall be entertained, irrespective of whether the shoot was for full day or half day.

8.0 DISTRIBUTION OF BUSINESS

BHEL intends to distribute the work load/business volume to Maximum of Four (4) Service Providers/agencies as per the following details: -

- (i) In case of empanelment of 4 agencies: - It is intended to distribute **30%** of business volume to L1 agency. The balance **70%** business volume will be shared equally with the remaining three agencies.
- (ii) In case of empanelment of 3 agencies: - It is intended to distribute **40%** of business volume to L1 agency. The balance **60%** business volume will be shared equally with the remaining two agencies.
- (iii) In case of empanelment of 2 agencies: - It is intended to distribute **60%** of business volume to L1 agency and the balance **40%** business volume to the other agency.
- (iv) In case no other bidder matches the L1 rates for empanelment, BHEL reserves the right to award the contract for the entire scope of work to L1 bidder.
- (v) **However, sharing of business volume of the empaneled agencies as stated above, will depend on factors like quality, promptness in response, delivery, performance, etc. of the empaneled agency. Therefore, the business volume to be apportioned to each agency is indicative only.**

9.1 VALIDITY OF BID/OFFER

Your offer should remain valid for a period of 90 days (3 months) from the date of opening of Part-A Bid and 60 days (2 months) from the date of opening of Part B-bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email.

[Signature]



A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to modify his Bid.

9.2 REJECTION OF BIDS

- (i) BHEL reserves the right to accept or reject any of the bid/all bids with or without deviation or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- (ii) BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- (iii) Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- (iv) If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- (v) If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/any other money due.
- (vi) Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- (vii) In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money.
- (viii) **The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.**

10.0 PRICE

- (i) Rates/amount/percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in manpower / material cost will be allowed.
- (ii) **Basic/Estimated rates have been disclosed in the tender documents and percentage rate tenders are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. Bidders have to quote a single overall percentage, (+) above, (-) below or at par with the tender rates at S. No. 29 of Price Bid format. The same quoted percentage will be applied on every item of the BOQ.**
- (iii) The rates/amount/percentage quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. GST shall be quoted extra in the same price bid format.
- (iv) The bidders are required to quote essentially for the entire scope of work.
- (v) Price to be filled-in strictly as per the Price Bid Format enclosed as Annexure-IX.
- (vi) Offers not fulfilling any of the above conditions are liable to be rejected.



11.0 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.

12.1 TAXES & DUTIES

- (i) Price should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Performa.
- (ii) To enable BHEL to avail GST Input Tax Credit (ITC), agency shall submit GST complaint Tax 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.
- (i) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR or delay in/nonpayment of tax to Govt. by agency or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the agency's bill.
- (ii) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

12.2 TERMS OF PAYMENT

- (i) Payment shall be made to agency only after submission of GST complaint tax invoice as mentioned above and other relevant documents.
- (ii) GSTIN of BHEL will be provided to the agency along with the work order.
- (iii) Full payment shall be made within 30 days of satisfactory completion of the job and receipt of indiscrepant bill.
- (iv) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the agency will 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.
- (v) BHEL reserves the right to make the payment through NEFT mode.
- (vi) No advance payment of work will be made to the agency.

13.0 VARIATION IN THE ORDERED QUANTITY

- a) BHEL reserves the right to increase or decrease the ordered/item-wise quantity by $\pm 20\%$.
- b) Variation in quantities will be governed by the unit rates quoted or pro rata basis, as applicable.

14.0 CONFIDENTIALITY

- (i) All the pictures/videos/information/documents/materials shared by BHEL shall be treated as confidential and should not be disclosed in any manner to any unauthorized person/third party under any circumstances.



(ii) As the information is property of BHEL, it is covered under copyright, thus not to be copied or used for any commercial or non-commercial purposes without proper permission to do so. BHEL shall own the copyright for all the photographs and video clippings, and the same shall not be a property of the vendor.

15.0 ACCEPTANCE OF TERMS AND CONDITIONS

(i) The bidder should accept all terms & conditions of the tender unconditionally, including the penalty clause and confidentiality clause. In case the bidder wants to deviate for the tender conditions, such deviations shall be clearly specified in **No Deviation Certificate – Annexure IV**. If no deviation are given in tender submitted, it will be assumed that the bidder accepts all terms and conditions of the tender.

(ii) Deviations may or may not be accepted by BHEL. Any deviation accepted by BHEL for a bidder may be extended to all bidders.

(iii) In case a deviation is not accepted by BHEL, the bidder is required to withdraw the same, otherwise its bid is liable to be rejected and in such case no bidder shall have any claim arising out of such action. BHEL's decision on the same shall be final and binding.

16.0 VALIDITY OF CONTRACT

The contract will be valid for a period of two years. The same may however be extended further for a period of three months with mutual agreement, in writing, on the same Rates, Terms and Conditions.

17.0 INCOMPLETE TENDERS

(i) Incomplete tenders, which do not contain all the information called for, are liable to be rejected.

(ii) The decision of BHEL in respect of evaluation of bids and/or award of contract shall be final.

18.0 CANCEL/SCRAP OF TENDER

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

19.0 CONTRACT TERMINATION

If at any time the Service Provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.

20.0 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 agencies 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 agencies 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 agencies hereto finally and conclusively. The agencies in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

21.0 LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

22.0 JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

23.0 DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Agency fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not 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 / provide goods / services or materials 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/Agency 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/Agency (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/Agency'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/Agency (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/Agency (Service Provider) and the Seller/Agency (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Agency (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Agency (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/agency (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.



24.0 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT

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 all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: 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 <http://www.bhel.com> and/or under applicable legal provisions".

25.0 BHEL FRAUD PREVENTION POLICY

The Bidder(s) 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.

26.0 FORCE MAJEURE:

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

27.0 BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken



by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.

28.0 SUBLETING:

The agency should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The agency is solely responsible to BHEL for the work awarded to him.

29.0 OTHER CONTRACTUAL OBLIGATIONS

- a) BHEL will have no liability whatsoever concerning the persons deployed by the vendor/service provider for the subject work. The vendor/service provider shall keep the company (BHEL) indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the vendor/service provider.
- b) The vendor/service provider will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the vendor/service provider will be responsible and shall make good of the same.
- c) The vendor/service provider shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act-1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The vendor/service provider shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- d) The vendor/service provider shall be held responsible for any damage / loss to the work premises /or the properties of the Company caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the vendor/service provider.
- e) The vendor/service provider shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities.
- f) The workforce deployed by the vendor/service provider/contractor shall be healthy and should not be suffering from any communicable diseases.
- g) The vendor/service provider shall ensure proper conduct and behaviour of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with BHEL Officials or staff at venue.
- h) The Tender submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- i) Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- j) BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- k) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.



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30.0 LATEST UPDATES

All corrigenda, addenda, amendments, time extensions, correspondences, clarifications, changes, errata, revisions etc. to the tender will be hosted on the websites (www.bhel.com and <http://eprocure.gov.in>) only and not in newspapers. Bidders should regularly visit the websites till the date of submission of the bids to keep themselves updated.

31.0 AUTHORISED OFFICER / CONTACT PERSONS

Deputy General Manager (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 on the bidder.

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

Ms. Poonam Talwar – Deputy General Manager (CC)

Tel.: 011-66337369, e-mail: poonamtalwar@bhel.in



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BIDDER'S GENERAL INFORMATION

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	GST Registration No. (GSTIN)	
8	Udyog Aadhaar Memorandum (UAM No.)	
9	Corporate Identification Number (CIN)	
10	Name of Bidder/ Contact Person	
11	Phone No. of Bidder / Contact Person	
12	E-mail Address of Bidder / Contact Person	
13	Name of Authorized Signatory	

Signature & Stamp of the bidder



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Annexure – IV

NO DEVIATION CERTIFICATE
(to be given on Bidder's letter head)

Certificate of Acceptance

It is certified that we have read and understood all the terms and conditions of the **NIT/Tender No. CC/PHOT/20-21 Dated 02.02.2021**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and 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.

Or

Our company/ firm, namely, do hereby accept all the Terms and Conditions set out in the Tender Document except the following: (Give reference to Clause No.s of Terms and Conditions which are not acceptable)

- 1.
- 2.
- 3.

Note: Deviations may or may not be accepted by BHEL

Also, it is confirmed that deviations, if any, have been indicated only in this format and nowhere else in the offer.

Date:

Signature of Bidder

Place:

(Stamp)

Jawal



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Annexure-V

DECLARATION CERTIFICATE (Infrastructure and Manpower)
(to be given on Bidder's letter head)

I/We, do hereby declare that we possess a full-fledged office with equipment and manpower as listed under PQR of Special Terms and Conditions (Annexure -II) of the Tender Enquiry. Further, we have no objection in case BHEL desires to inspect and physically verify the same and shall provide the required assistance for the same.

(Signature & Seal of the agency)

John



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Annexure – VI

E-Banking Mandate Form

(To be issued on bidder's letter head)
(To be submitted along with Part-1 Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature

With Name & Seal of the agency



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Certificate by Chartered Accountant on letter head

(only for those who are submitting EM-II Certificate)

This is to certify that M/S (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act-2006, (Entrepreneur) Memorandum No (Part-11) dtd: Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act-2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006: Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs.....Lacs (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act-2006. Or The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name

Membership number-

Seal of Chartered Accountant



Annexure – VII

SUBMISSION OF OFFER

Your offer has to be submitted in **two parts** as follows:

PART A: TECHNO-COMMERCIAL BID (Sealed Envelope)

Envelope super scribed with 'Part A'

- a. **Earnest Money Deposit (EMD) of Rs. 20,660/-** only in prescribed format as per Annexure II in as sealed envelope. MSME bidders have to submit a self-attested copy of **Udyog Aadhar / EM-II Certificate** along with Part-A Techno-commercial offer.
- b. Documents and information required for ascertaining the qualification of the bidder as per **Annexure-II, Eligibility Conditions/ Pre-Qualification Requirement (PQR)**.
- c. Signed and stamped copies of 'Scope of Work', 'Special Terms & Conditions' and 'General Terms & Conditions' as token of acceptance.
- d. **No Deviation Certificate** as per **Annexure-IV**.
- e. **Declaration Certificate (Infrastructure and Manpower)** as per **Annexure-V**
- f. **Check List** as per **Annexure-VIII**.

Note:

Bidders to ensure that their offers are complete in all respect. Any deviation or non-compliance may lead to rejection of their offer at any stage.

PART B: PRICE BID (Sealed Envelope)

Containing your price bid/quote for the job, strictly as per Price Performa enclosed at **Annexure-IX** duly signed & stamped.

Note: Part "B" to have prices only. Any comments / deviations in this Part except discount shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained.

All Parts of the offer, i.e. Part A and B in an individual sealed covers, to be placed in a single sealed envelope, duly super scribed with the following details:-

1. Two Year Framework Agreement/Empanelment of studios/agencies for still photography, videography & multi camera live video feed for broadcast/webcast services in Delhi-NCR with due date and time of submission of offers.
2. Name and address of the bidder.
3. BHEL address as given in the covering letter.



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Annexure – VIII

Checklist

S.No.	Description /Item	Enclosed Yes/No
1.	Earnest Money Deposit (EMD) of Rs. 20,660/- only in prescribed format as per Annexure II & III	Yes/No
2.	No Deviation Certificate as per Annexure – IV on your letter head.	Yes/No
3.	Declaration Certificate (Infrastructure and Manpower) as per Annexure-V	Yes/No
4.	All Documents/ Information required as per Annexure-II of ELIGIBILITY CONDITIONS/ PRE QUALIFICATION REQUIREMENT (PQR)	Yes/No
5.	Signed and stamped copy of all pages & Annexures of Tender document including 'Scope of Work', 'Special Terms & Conditions' and 'General Terms & Conditions' as token of acceptance.	Yes/No
6.	Part A (Techno-commercial Bid) including EMD/MSME Certificate in Sealed Cover duly super scribed with Part A (Techno-commercial Bid)	Yes/No
7.	Part B Price Bid sealed in a separate envelope duly super scribed with Part B (Price Bid)	Yes/No



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Annexure IX

PART B - PRICE BID

S.N.	Item Description	Units	Quantity for 2-year period	Basic Rate (in Rs.) exclusive of GST	Basic Amount (in Rs.) exclusive of GST
A	PHOTOGRAPHY & VIDEOGRAPHY JOBS - Refer Annexure I & II				
1	Assignment charges for still photography (Category - A) with CD/DVD (Half Day - Upto 4 Hrs)	Nos. of events	100	1920.00	192000.00
2	Assignment charges for still photography (Category - A) with CD/DVD (Full Day 4 - 8 Hrs)	Nos. of events	25	3360.00	84000.00
3	Assignment charges for still photography (Category - B) with CD/DVD (Half Day - Upto 4 Hrs)	Nos. of events	50	1160.00	58000.00
4	Assignment charges for still photography (Category - B) with CD/DVD (Full Day 4 - 8 Hrs)	Nos. of events	10	1680.00	16800.00
5	Assignment charges for digital video recording (Full HD output) with DVD (Half Day - Upto 4 Hrs)	Nos. of events	25	2720.00	68000.00
6	Assignment charges for digital video recording (Full HD output) with DVD (Full Day 4 - 8 Hrs)	Nos. of events	10	3600.00	36000.00
7	Additional CD/DVD (One Set)	Nos.	50	12.00	600.00
8	Additional USB Pen drive (16 GB) if required in place of DVD	Nos.	10	240.00	2400.00
9	Corporate Photo shoot assignment (Portraits of Dir & Higher) with Camera, 4 Light studio Setup, Backdrop and lounge/bar stool or sitting portraits	Nos.	10	6320.00	63200.00
B	ALBUMS, COLOURED PHOTOGRAPHS, LAMINATION & MOUNTING JOBS				
10	Album for size 5"X7" Photographs - Natraj or Equivalent brand	Set of 50 Photos each	50	184.00	9200.00
11	Album for size 5"X7" Photographs - Natraj or Equivalent brand	Set of 100 Photos each	10	176.00	1760.00
12	Album for size 5"X7" Photographs - Natraj or Equivalent brand	Set of 150 Photos each	5	208.00	1040.00



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13	Album for size 5"X7" Photographs - Natraj or Equivalent brand	Set of 200 Photos each	5	240.00	1200.00
14	Stamp Size (3.5cm X 2.5cm) (Set of 4 copies) Gloss or Matt	Set of 4 copies	20	8.00	160.00
15	Passport Size (3.5cm X 3.5cm) (Set of 4 copies) Gloss or Matt	Set of 4 copies	50	8.80	440.00
16	Passport Size (3.5cm X 4.5cm) (Set of 4 copies) Gloss or Matt	Set of 4 copies	50	9.60	480.00
17	Special Size (50 X 50 mm) (Visa Purpose with white background) (Set of 4 copies) Gloss or Matt	Set of 4 copies	10	64.00	640.00
18	Photograph of size 5" X 7" Gloss or Matt	Nos.	50	9.60	480.00
19	Photograph of size 8" X 10" Gloss or Matt	Nos.	25	32.00	800.00
20	Photograph of size 8" X 12" Gloss or Matt	Nos.	30	40.00	1200.00
21	Photograph of other than the sizes (per sq. Inch)	sq.inch	120000	0.80	96000.00
22	Lamination & Mounting charges on 5 mm Sun Board - Gloss or Matt (per sq. inch)	sq.inch	2500	1.60	4000.00
23	Lamination & Mounting charges on 8 mm Board - Gloss or Matt (per sq. inch)	sq.inch	2500	2.00	5000.00
24	Lamination & Mounting charges on 1" Wooden Frame with cut mount - Gloss or Matt. With provision of stand as well as wall mount (per sq. inch)	sq.inch	15000	2.40	36000.00
25	Lamination & Mounting charges on 1" Wooden Frame without cut mount - Gloss or Matt. With provision of stand as well as wall mount (per sq. inch)	sq.inch	2500	2.00	5000.00
26	Short Video Reel (Highlight) of upto 16 mins duration (Scope of the agency shall be limited to editing only)	Nos. of events	10	3200.00	32000.00
27 (a)	Live Stream Category A: <ul style="list-style-type: none">Professional video camera (single)Audio Equipment: Digital Matrix Audio Switcher, USB Audio IN/OUT, UHF Wireless Microphones and 3.5mm microphones, XLR microphones.Mixing EquipmentEncoder: hardware encoders & software encodersLive Streaming Accessories: cables, tripods, batteries, and random things like light stands.PIP Interface DecoderContent Delivery Networks.VC / Social Media Requirements	Nos. of events	10	24000.00	240000.00
	Additional single camera for Category A	Nos.	1	4400.00	4400.00



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27 (b)	Live Stream Category B: • Professional video cameras • Audio Equipment's: A basic wired/wireless lavaliere mic. • Webcast related Audio / Video Mixing Equipment's. • Live Streaming Encoder / Capture-Card Accessories: as cables, tripods, batteries, and random things like light stands. • Hardware Encoder • High Speed Internet Connections, LTR Support.	Nos. of events.	6	12000.00	72000.00
28	Total Basic Amount (excluding GST) in Rs.				1032800.00
29	Percentage Above(+) / Below(-) / at par with amount in S. No.28				
30	Total Quoted Amount after applying percentage (S. No. 29) excluding GST in Rs.				
31	Amount of GST @% in Rs.				
32	Total Amount inclusive of GST in Rs.				
33	Total Amount inclusive of GST in words				

Signature & Stamp of the bidder