



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
BHEL House, Siri Fort, New Delhi-110049

---

**Tender Ref. No. : CC/FA/PV/2025-27 Dated 02.08.2025**

**Tender Title : Two-Year Framework Agreement with Studios for Photography, Videography, Live Streaming & allied services in Delhi-NCR.**



CC/FA/PV/2025-27  
Dated 02.08.2025

## **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 an Open Tender Enquiry (Two Part Bid: Part-A/Techno-commercial Bid & Part-B/Price Bid) through BHEL e-Procurement Portal <https://eprocurebhel.co.in/> for Two-Year Framework Agreement with Studios for Photography, Videography, Live Streaming & allied services in Delhi-NCR as per the Scope of Work, Technical Specifications & Pre-Qualification Requirement (PQR) of the tender enquiry.

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

### **1.0 Salient Features of NIT**

S. No.	Issue	Description
1	Tender Ref. No.	<b>CC/FA/PV/2025-27 Dated 02.08.2025</b>
2	Tender Title	Two-Year Framework Agreement with Studios for Photography, Videography, Live Streaming & allied services in Delhi-NCR.
3	Tender Type	Open Tender (Two-Part Bid)
4	Period of Framework Agreement	Two (2) Years
5	Mode for Submission of Offer	Tenderers have to submit their bids/offers electronically/ through online only by logging to BHEL e-Procurement portal <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> . Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.
6	Corrigendum/Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL e-Procurement portal <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a> . Bidders are requested to visit above portals/website on regular intervals to keep abreast with latest updates.
7	Last Date and Time of Receipt of Tender	On or before 1100 hrs. on 12.08.2025
8	Opening of Techno-Commercial Bids	At 1130 hrs. on 12.08.2025



## 2.0 Instructions / 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. These rates shall be counter-offered to other techno-commercially qualified bidders in lowest to highest order (i.e. L2, L3, L4, L5 and so on), as detailed in the clause 5.0 Evaluation Criteria under General Terms & Conditions (Annexure III). In case, any bidder refuses to match the L-1 rates, their prices/bids shall not be considered further.
- 2.3 Before quoting, tenderers are requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, Technical Terms & Conditions and all other documents which are part of tender and shall form part of the agreement to be entered into.

**For & On behalf of**  
**Bharat Heavy Electricals Limited**

**Place: New Delhi**

**(Vaishali Wadhwa Choudhury)**  
**Manager**  
**Corporate Communication**

Enclosure:

**PART-A**

- Annexure – I A : Scope of Work  
Annexure – I B : Technical Specifications & Requirements  
Annexure – I C : Bill of Quantity  
Annexure – II : Pre-Qualifying Requirements (PQR)  
Annexure - III : General Terms & Conditions  
Annexure - IV : No Deviation Certificate  
Annexure - V : Declaration Certificate - Infrastructure and Manpower  
Annexure – VI A : Bidder's General Information  
Annexure – VI B : e-Banking Mandate Form  
Annexure – VII : Checklist

**PART-B**

- : Price Bid as per attached .xls format



## **PART-A: TECHNO-COMMERCIAL BID**

**Annexure – I A**

### **SCOPE OF WORK**

The brief scope of work for providing Photography, Videography, Live Streaming & allied services under the contract is given below:

1. The agency/studio shall be required to cover various functions, events, meetings, etc., held in Delhi–NCR and nearby areas, as per the date, time, and location specified by BHEL Officer Incharge.
2. For duration of coverage up to Four (4) hours, Assignment Charges shall be payable for “Half-Day” only.
3. For duration of coverage from 4 to 8 hours, Assignment Charges shall be payable for “Full-Day”.
4. Technical specifications for Photography, Videography, Live Streaming & other services including equipment and manpower requirements are mentioned in Annexure - I B.
5. The agency/studio shall be informed about the job requirements—such as Photography, Videography, Live Streaming, and allied services—via email or telephone, preferably at least one day in advance. However, in case of urgent requirements, the studio may be expected to arrange the services at a short notice of a few hours. Further, Services may be required from agencies including on Sundays/ Holidays/ Late Night Hours.
6. In case of more than 1 photographer and/or videographer are required for a specific event, the studio/agency has to provide the same as per approved rates.
7. There will be no commitment for hard copies/printing of the photographs, which shall be ordered separately in case of requirement and payable as per approved rates.
8. 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 one month from the date of assignment. BHEL may ask for the uncompressed photos in case of requirement for high quality prints at no additional cost.
9. All the photographs / videos of the total coverage for each event has to be delivered immediately as per instructions / within 24 hours of completion of the event to Corporate Communication, BHEL. The photographs / videos of all events have to be shared through google drive link / other cloud service platform.
10. Colour corrected photographs & videos of the event if required, has to be submitted by the studio/agency to Corporate Communication, BHEL as per instructions provided, at no extra cost.
11. All equipments, materials & deliverables under the contract shall be of standard make & quality, in line with the technical specifications & BOQ.
12. Permission from authorities for undertaking Drone Photography & Videography if any, shall be arranged by BHEL.



## **TECHNICAL SPECIFICATIONS & REQUIREMENTS**

**The bidder should possess a full-fledged studio/office in Delhi-NCR within 25 kms of BHEL House, Siri Fort, New Delhi 110049 with infrastructure & manpower as detailed below:-**

**(A) Minimum Technical Specifications for Photography Coverage:**

1. DSLR Bodies : (Min 24 MP with 35mm Full Frame Sensor) – camera must also be capable of shooting 4K video with full controls at 25fps in case of an emergency, enabled with Wi-Fi capabilities for immediate mobile photo transfer. Any of the following:

- (i) Canon EOS 5D Mark IV/6D Mark II & Newer DSLR
- (ii) Sony A9/A73/A7R4/A7C & Newer OR
- (iii) Nikon D800/D850/D750 & Newer OR
- (iv) Mirrorless full frame cameras from Canon (EOS R/RP/R5/R6) and Nikon (Z5/Z6/Z7) & Newer OR
- (v) Any other full frame camera with equivalent make produced after 2020

2. DSLR Lenses :

- (i) 24-70mm F2.8 or equivalent zoom/24-105 F4 image stabilised
- (ii) 70-200mm F2.8 or equivalent zoom with image stabilisation
- (iii) Full frame ultra-wide lens (14mm F2.8/16-35 F2.8/17-40 F4.0/16-35mm F4.0) or equivalent
- (iv) 50mm 1.8 or faster prime lens

3. STROBES/LIGHTING : 4 nos. speedlight/wireless flashes with TTL capability, high speed sync & suitable light modifiers (softboxes / umbrellas etc.)

4. ASSISTANT / HELPER : 1 no. trained helper to assist to setup lights and aid in light modification in live events as per requirement

**(B) Minimum Specifications for Videography:**

- 1. Professional Video Camera of make Sony/Canon/Panasonic to be able to record 4K/60p with professional audio inputs (XLR or equivalent) with fixed/interchangeable high quality lens/lenses & Tripod with movie head.
- 2. Professional field audio recorder with 3.5 mm/ ¼ inch/XLR input capabilities.
- 3. Adequate LED lighting panels for indoor spaces.
- 4. 3-axis motorised stabilizer (Gimbal) with payload of professional/prosumer video camera.
- 5. Wireless lavalier microphone

**(C) Minimum Specifications for Drone Photography & Videography:**

- 1. Semi-professional camera drone with 4K (30 p) recording facility with minimum 20 mins flight time.
  - 2. 12 MP 1/2.3" CMOS sensor capable of producing DNG/RAW files with certified operator.
- Outputs Required: unedited 4K footage with suitable exposure & Min. 12 MP images in DNG/raw format with suitable exposure.

**(D) Minimum Specifications for Corporate Photoshoot:**

- 1. Camera & kit: Same as Photography Services (A)
- 2. 4 light professional setup (preferable self-powered lights) with suitable light modifiers eg. Softboxes, strip boxes, snoot, reflector panels etc.)
- 3. Portable Backdrop (grey/green chroma) setup with stands & bar stool arrangement for sitting portraits (as per requirement)
- 4. Output Required: Professionally corrected images with skin retouch & background correction.



(E) Minimum Specifications for Top Management Interviews/ Video Podcasts/ Video Messages:

1. Camera & kit – Same as Videography Specifications (B)
2. Lighting: Non-flickering LED lights with suitable light modifiers like octaboxes, soft boxes with grid, reflectors, backlighting, strip boxes etc.
3. Dual audio with wireless lavalier mic /boom shotgun mic with additional audio recorder for backup audio.
4. Final edited and colour corrected output with suitable intro/lower third and intermediate graphics including overlays and VFX as required.

(F) Video Conferencing & Live Streaming of Events – Minimum Specifications:

1. Multi-camera Setup (3-4 nos. Broadcast video camera) with Interchange Lens / hybrid / PTZ camera with unlimited recording with 6G SDI/HDMI slot (audio-video switcher with SDI input required in case of SDI out from camera) – SDI input would be preferred due to higher bit rate and greater length of transmission.
2. Professional grade tripods / monopods with movie head.
3. Suitable LED lights with modifiers along with stands as per requirement.
4. 24+ Digital Audio channel digital mixer with 12+ Matrix Output for sound with adequate XLR input and bluetooth input facility.
5. One Professional grade 12Bit 6G SDI Video switcher with multiple SDI, HDMI and USB input slots with Professional 17+ inch Monitor
6. 15 nos. UHF wireless microphones / wired stereo microphones / wired/wireless lavalier microphones / Podium Mic / Conference Mics.
7. One Capture card or capture device (4k), 6G SDI/HDMI Encoder and Decoder, Live U LU300.
8. 3-4 nos. professional grade laptops with encoder software, stream recording facility and multi-streaming software, as per requirement.
9. One Professional Hardware encoder with multiple network configuration for seamless high-speed internet.
10. PA system / Speakers for indoor environment
11. Audio delay system (100ms to 500ms)
12. Accessibility to CDN for speed, quality and security (preferred).
13. Adequate technical staff equipped to handle scope of work.

(G) Photo/Video Editing Softwares:

- (a) Adobe Photoshop CC & higher versions or equivalent.
- (b) Final Cut Pro X / Adobe Premier Pro CC & higher versions or equivalent.

(H) Manpower & Staff (Minimum):

- (a) Photographer – 2
- (b) Videographer – 2
- (c) Dedicated Professional Photo/Video Editor – 1
- (d) Delivery Boy – 1

(I) Miscellaneous

- (a) High Speed Internet / Broadband Connectivity at studio premises.
- (b) High End Graphic enabled Workstation/PC capable of bulk photo editing and 4K/60p video editing / rendering.
- (c) Portable Device viz. Laptop capable of transferring & sharing images from camera.



**Annexure – I C**

**BILL OF QUANTITY**

S.N.	Item Description	Unit of Measurement	Estimated Quantity for 2-year period
<b>A</b>	<b>EVENT PHOTOGRAPHY &amp; VIDEOGRAPHY SERVICES</b>		
1	Assignment charges for Photography by professional photographer - Single Camera Setup (Half Day - Upto 4 Hrs) <i>as per Annexure – A</i>	Nos. of assignments	180
2	Assignment charges for Photography by professional photographer - Single Camera Setup (Full Day - Upto 8 Hrs) <i>as per Annexure – A</i>	Nos. of assignments	50
3	Assignment charges for Videography by professional videographer - Single Video Camera Setup (Half Day - Upto 4 Hrs) <i>as per Annexure – A</i>	Nos. of assignments	30
4	Assignment charges for Videography by professional videographer - Single Video Camera Setup (Full Day - Upto 8 Hrs) <i>as per Annexure – A</i>	Nos. of assignments	15
5	Short Video Reel /Highlights of up to 15 mins duration (Scope of the studio /agency shall be limited to editing & colour correction only. Video recording shall be payable extra as per S. No. 3/4)	Nos.	15
6	Drone Photography & Videography (Half Day - Upto 4 Hrs) <i>as per Annexure – A</i>	Nos. of assignments	6
7	USB 3.0 / Pen drive (32 GB) with photographs/videos as per the requirement	Nos.	10
<b>B</b>	<b>CORPORATE PHOTOGRAPHY &amp; VIDEOGRAPHY SERVICES</b>		
8	Corporate Photoshoot Session for Top Management Officials (Half Day - Upto 4 Hrs) <i>as per Annexure - A</i>	Nos. of assignments	8
9	Top Management Interviews/Video Podcasts/Video Messages Recording Session (Output video up to 5 mins duration) (Half Day - Upto 4 Hrs) <i>as per Annexure - A</i>	Nos. of assignments	8
<b>C</b>	<b>VIDEO CONFERENCING &amp; LIVE STREAMING OF EVENTS</b>		
10	Video Conferencing & Live Streaming of AGMs/Events/ Conferences/Seminars on Social Media / Digital Platforms including Multi-camera, Audio-Video & Lighting setup (Upto 4 Hrs) <i>as per Annexure – A</i>	Nos. of assignments	5
11	Video Conferencing & Live Streaming of AGMs/Events/ Conferences/Seminars on Social Media / Digital Platforms including Multi-camera, Audio-Video & Lighting setup (Upto 8 Hrs) <i>as per Annexure – A</i>	Nos. of assignments	3



D	PRINTING PHOTOGRAPHS, ALBUMS, FRAMING, LAMINATION & MOUNTING SERVICES		
12	Photo Album of capacity 100 Photos of size 5"X7" - Natraj or equivalent brand (Printing charges of photos shall be payable extra as per S. No. 17 below)	Nos. of albums	60
13	Photo Album of capacity 200 Photos of size 5"X7" - Natraj or equivalent brand	Nos. of albums	30
14	Printing of Stamp Size Photo (3.5 cm X 2.5 cm) (Set of 4 copies) - Gloss or Matt	Nos. of sets	20
15	Printing of Passport Size Photo (3.5 cm X 3.5/4.5 cm) (Set of 4 copies) Gloss or Matt	Nos. of sets	100
16	Printing of Special Size Photo (50 mm X 50 mm) (Visa Purpose) (Set of 4 copies) Gloss or Matt	Nos. of sets	20
17	Printing of Photographs (of size 5" X 7" / 8" X 12" / any other size or custom prints) Gloss or Matt	sq. inch	75000
18	Lamination & Mounting charges on 5 mm Sun Board - Gloss or Matt	sq. inch	2500
19	Lamination & Mounting charges on 1-inch wooden frame with or without mount - Gloss or Matt including provision of stand/wall mount	sq. inch	10000
20	Lamination & Mounting charges on 2-inch wooden frame with or without mount - Gloss or Matt including provision of stand/wall mount	sq. inch	10000
21	Designing Photo Collages, Album Covers & other photo artworks	Nos.	50



Annexure II

**PRE-QUALIFYING REQUIREMENTS (PQR)**

Offers shall be considered only from experienced, technically competent and financially sound studios/agencies providing Photography, Videography, Live Streaming & allied services in Delhi-NCR and meet the following Pre-Qualifying Requirements (PQR): -

**1. INFRASTRUCTURE & MANPOWER:**

The bidder should possess a full-fledged studio/office in Delhi-NCR within 25 kms of BHEL House, Siri Fort, New Delhi - 110049 with state-of-art infrastructure, technical requirements & manpower as per Annexure- I B.

*Documents to be submitted in support of Infrastructure & Manpower: -*

- Copy of Address Proof - Telephone Bill, Water Bill, Electricity Bill, Rent Agreement, Affidavit, any other suitable/valid document etc. in the name of the agency.
- List of all equipments with make and age that are owned by bidder/ are under his/her disposal - Self-certificate duly signed and stamped on bidder's letter head
- Details of Manpower /Key Personnel – duly signed and stamped on bidder's letter head
- Declaration Certificate (Infrastructure and Manpower) as per Annexure V.

**2. FINANCIAL / TURNOVER CRITERIA**

The bidder's average annual financial turnover during the **last three financial years ending 31.03.2024** should be at least **Rs 4.40 lakhs**.

*Documents to be submitted in support of Financial / Turnover Criteria:-*

- Self-attested copies of Audited Balance Sheet and Profits & Loss Account statements of last three financial years ending 31.03.2024 i.e. FYs 2021-22, 2022-23 & 2023-24. 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.
- Self-attested copies of acknowledgements of IT Returns (ITR) of last three financial years ending 31.03.2024 i.e. ITRs of FYs 2021-22, 2022-23 & 2023-24
- Self-attested copies of PAN Card & GSTIN Registration Certificate.

**3. WORK EXPERIENCE**

The experience of having successfully completed similar job contracts (Similar job contracts shall mean Photography / Videography / Live streaming services and associated/related jobs) awarded by Public Sector Undertakings /Central Ministries/State Ministries/Central or State Govt. Departments/Public Listed Companies during the **last 3 years ending on 31.07.2025** should be either of the following: -

Three similar job contracts costing not less than **Rs. 5.87 Lakhs** each.

Or

Two similar job contracts costing not less than **Rs. 7.34 Lakhs** each.

Or

One similar job contract costing not less than **Rs. 11.75 Lakhs**.

*Documents to be submitted in support of Work Experience*

- Self-attested copies of Work Orders/ Award letters along with certificates of completion have to be submitted in support of proof of experience for the works executed by the bidders during the **last 3 years ending on 31.07.2025**.



**Bidders may kindly note the following:**

- 1) Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" may be verified by BHEL from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.
- 2) Verified MSEs & Startups shall be exempted from Past Experience and Bidder Turnover Criteria as per prescribed guidelines, provided they submit the required documents/certificates along with their Part A – Techno-commercial Bid as per Clause 2 of General Terms & Conditions / Annexure III.
- 3) As part of Techno-commercial evaluation, BHEL representatives may also visit the studio/office premises of the bidder with or without notice to physically verify the infrastructure & equipment competency in line with the tender scope of work / technical requirements. If during physical verification, it is found that the bidder doesn't possess the required infrastructure & equipment meeting the PQR of the tender enquiry, the bidder may be rejected / dis-qualified on technical grounds.



## GENERAL TERMS AND CONDITIONS

### 1.0 GENERAL INSTRUCTIONS TO TENDERERS FOR E-PROCUREMENT

- a. Tender to be submitted through electronic mode only, by logging to e-Procurement portal <https://eprocurebhel.co.in/>. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e-Procurement portal.
- b. Bidders interested in participating against an electronic tender are advised to obtain "Digital Signature Certificate" and get themselves registered on "<https://eprocurebhel.co.in/>" website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender. Bidders are advised to go through the FAQ available in the web portal.
- c. Before quoting, tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, Technical Terms & Conditions and all other documents which are part of tender and shall form part of the agreement to be entered into.
- d. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- e. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
- f. For two-part bid double covers system consisting '**Part-A/ Techno-commercial Bid**' in one cover & '**Part-B/Price Bid/BOQ**' in the second cover has to be submitted on the GePNIC portal.
- g. Price bid should not be submitted along with the techno commercial bid in the cover type '**Part-A/Techno-commercial Bid**' specified for techno commercial bid. The price bid has to be submitted separately in the cover type '**Part-B/Price Bid/BOQ**' specified for price bid only.
- h. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.
- i. The Tender shall be digitally signed by the Authorized Signatory only.
- j. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e- Bidding Notice. The date and time shall be binding on all bidders.
- k. No Vendor shall be required to be present in the BHEL office for any e-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- l. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

### 2.0 PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Purchase preference to Micro and Small Enterprises (MSEs) will be given as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services,



the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service.

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 techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
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.**

- (i) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of Udyam Registration Certificate. 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. However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- (ii) 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.
- (iii) Start-ups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents like certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry etc.

### **3.0 PREFERENCE TO MAKE IN INDIA**

"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

### **4.0 SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY - Successful bidders have to submit a Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.**

**4.1** The amount of Security Deposit will be 5% of the total award value to successful bidder(s) based on distribution of business volume among finalised bidders as per clause 8.0.

**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
- (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, 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 furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (vi) Insurance Surety Bonds

(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.

**4.4** 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 2 months of completion of the contract.

**4.5** BHEL reserves the right of forfeiture of Performance security in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Performance security against any claims of other contracts with BHEL by giving prior notice to the contractor.

**4.6** The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the Supplier/Vendor as provided herein or elsewhere in the Contract/PO.

**4.7** There is no exemption of Performance security deposit submission for MSE Vendors.

## **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 Five (5) Studios/agencies** for the **Two-Year Framework Agreement for Photography, Videography, Live Streaming & allied services in Delhi-NCR**. 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) / Annexure-II & as per terms & conditions of tender enquiry. Post-opening of Part-A bids, Bidders shall be given opportunity to submit documents/furnish clarifications/withdraw any deviations within 3 days from the date of opening of Techno-commercial bids. No further time extension beyond this time shall be given to any bidder for document submission / clarifications etc. during techno-commercial evaluation.

### **5.2 PRICE EVALUATION**

- (i) Price bids will be opened online and evaluated for only techno-commercially qualified bidders (as per techno-commercial evaluation). The date & time of price bid opening shall be communicated to all techno-commercially qualified bidders, accordingly.
- (ii) Price Evaluation shall be done on total quoted rate/amount excluding GST.
- (iii) The lowest (L1) rate/percentage quoted by any bidder (amongst the techno-commercially qualified bidders) excluding GST for all the items (Refer Price Bid Format) shall become the bench mark rates. These rates shall be counter-offered to other techno-commercially qualified bidders in lowest to highest order (i.e. L2, L3, L4 and so on) subject to point (iv) below.



(iv) The Framework Agreement will be entered into with bidders as per the table below: -

S. No.	Numbers of techno-commercially qualified bidders (N)	Framework Agreement entered into with (subject to acceptance of counter-offer)
1	$N \geq 6$ (Six or more bidders)	Max. Five (5) bidders
2	$N = 3, 4$ or 5 bidders	Max. (N-1) bidders
3	$N = 1$ or 2 bidder(s)	Max. N bidder(s)

- (v) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
- (vi) Bidders are required to match the L-1 rates. In case of refusal to match these rates, their bid shall be rejected.
- (vii) 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.
- (viii) BHEL's decision with regards to price evaluation shall be final and binding.

#### **6.0 LIQUIDATED DAMAGES (LD)**

- (ii) **LD on grounds of Quality:** - Quality of all outputs (photographs, videos, print jobs, live streaming & any other product/service) should be as per the tender specifications. Any supply of poor-quality photos (under/over exposed/out of focus / ill-composed) or poor quality/ downscaled video/ poor audio etc. shall be summarily rejected and would be subject to partial or non-payment of assignment charges. In case of unacceptable quality of digital photograph, video recording, live-streaming, printing etc., 50% of the assignment charges would be deducted at the first instance as LD; 100% of the assignment charges would be deducted at the second instance as LD; and work will not be allotted to the studio for the next time on its turn.
- (iii) **LD for Delay in Delivery:** Delivery of the photos/videos and other required products/services, must be made within 24 hours of completion of the event to Corporate Communication, BHEL as per the instructions. In case there is delay attributable to the studio, 50% of the assignment charges will be deducted as LD.
- (iv) **LD on grounds of Loss of Data:** - No payment would be made or bills entertained in case of partial or complete loss of data (photos/videos) after assignment job by the photographers/studio, and work will not be allotted for the next time on its turn.

#### **7.0 CANCELLATION CHARGES**

- (i) No charges shall be payable to the agency if the event is cancelled by BHEL at least 3 hours prior to the scheduled start time of event coverage.
- (ii) In case the event is cancelled without a timely notice of at least 3 hours, as stated above, half-day charges for the respective category shall be payable to the studio/agency, irrespective of whether the event was scheduled for a full day or half day.



### 8.0 DISTRIBUTION OF BUSINESS VOLUME:

BHEL intends to split the work & distribute the business volume as per the following: -

S. No.	Number of Agencies in Framework Agreement (after counter-offer acceptance)	Approximate Distribution of Business Volume*				
		L1	L2	L3	L4	L5
1	Five (5)	30%	25%	20%	15%	10%
2	Four (4)	33%	28%	22%	17%	--
3	Three (3)	40%	33%	27%	--	--
4	Two (2)	60%	40%	--	--	--
5	One (1)	100%	--	--	--	--

Note: 1) 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.

2) Sharing of business volume between the successful studios/agencies as stated above, will depend on factors like service quality, promptness in response, delivery, performance, etc. Therefore, the business volume to be apportioned to each agency is approximate and indicative only.

### 9.0 VALIDITY OF BID/OFFER

The bid submitted by bidders shall remain valid for a period of 90 days (3 months) from the date of opening of Part-A/Techno-commercial Bid and 60 days (2 months) from the date of opening of Part B-Price Bid, whichever is later. 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.

### 10.0 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.
- (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](http://www.bhel.com).



### 11.0 PRICE

- (i) Price/Rate quoted should be all inclusive, **except GST**.
- (ii) GST@18% or as applicable shall be payable extra subject to the terms mentioned under Taxes & Duties (clause 13.0).
- (iii) 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.
- (iv) Basic/Estimated rates (excluding GST) have been disclosed in the Price/BOQ Format and percentage rate tenders are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. Bidders have to quote/select a single overall percentage on the estimated amount i.e. Excess (+), Less (-) or at par (0%) as per Price Bid format. The same quoted percentage will be applied on every item of the BOQ.
- (v) The rates are inclusive of equipment, transportation, crew, material, delivery or any other associated expenses incurred during undertaking of required assignments in Delhi-NCR, but excluding GST. For S.No. C 10 & 11 of BOQ, charges for hiring of equipment, manpower etc. during mock-tests/rehearsals before the event will be payable at 50% of approved rates, respectively.
- (vi) Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-A / Techno-commercial bid). Unsolicited discounts/ revised offers given after Part-A bid opening shall not be accepted.
- (vii) The bidders are required to quote essentially for the entire scope of work.
- (viii) Price to be filled-in strictly as per the Price Bid Format.
- (ix) Offers not fulfilling any of the above conditions are liable to be rejected.

### 12.0 PRICE DISCREPANCY / 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 there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

### 13.0 TAXES & DUTIES

- (i) To enable BHEL to avail GST Input Tax Credit (ITC), agency shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the agency only after submission of GST compliant Tax invoice.
- (ii) The agency shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. GSTIN of BHEL is "07AAACB4146P1ZH".



- (iii) 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 & GST, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.
- (iv) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) etc.
- (v) The bidder shall ensure strict compliance under GST Act & Rules so that input tax credit is available to BHEL. In case of any loss to BHEL on account of non-compliance by bidders, the same shall be to bidder's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- (vi) 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.
- (vii) Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.

#### **14.0 TERMS OF PAYMENT**

- (i) Payment shall be made to agency only after submission of GST compliant tax invoice as mentioned above and other relevant documents.
- (ii) Bills raised by the agency shall be certified by the official in-charge of BHEL and the payments will be made against the final bill within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME by NEFT/ RTGS from the date of receipt of in-discrepant bill subject to conditions mentioned in Taxes & Duties.
- (iii) BHEL reserves the right to make the payment through NEFT mode.
- (iv) No advance payment or payment for mobilization of work will be made to the agency.
- (v) No interest shall be payable for delay in making the payments. The agency shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

#### **15.0 VARIATION IN THE ORDERED QUANTITY**

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

#### **16.0 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) All photo/video content /information is the property of BHEL and not the agency. The same is covered under copyright, thus not to be copied or used for any commercial or non-commercial purposes without proper permission to do so.

#### **17.0 ACCEPTANCE OF TERMS AND CONDITIONS / NO DEVIATION CERTIFICATE**

- (i) The bidder should accept all terms & conditions of the tender, unconditionally. 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 quoted by the bidder(s) 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.

#### **18.0 DURATION OF CONTRACT**

The contract will be valid for a period of two years. The same may however be extended further for a specified additional period with mutual agreement, in writing, on the same rates, terms and conditions.

#### **19.0 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.

#### **20.0 CANCEL/SCRAP OF TENDER**

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

#### **21.0 SHORT-CLOSURE OF FRAMEWORK AGREEMENT:**

BHEL reserves the right to short-close the framework agreement with one or more studios at any stage without assigning any reason thereof.

#### **22.0 SETTLEMENT OF DISPUTE**

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 22.1

#### **22.1 CONCILIATION:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).



**Note:** Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments / Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.

## **22.2 ARBITRATION:**

**22.2.1.** Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 22.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (e.g. “IIAC” (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

**22.2.2.** A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the ‘Notice’) before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

**22.2.3.** After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... (to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

**22.2.4.** The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

**22.2.5.** The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be **New Delhi**.

**22.2.6.** Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **New Delhi**.

**22.2.7.** Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or ‘No Demand Certificate’ has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.



**22.2.8.** It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

**22.2.9.** In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

**22.2.10.** In case, multiple arbitrations are invoked (whether sub judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

### **23.0 JURISDICTION**

Subject to clause 22 of this contract, the Civil Court having original Civil Jurisdiction i.e. Delhi shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

**GOVERNING LAWS:** The contract shall be governed by the Law for the time being in force in the Republic of India.

### **24.0 BREACH OF CONTRACT, REMEDIES AND TERMINATION**

**24.1** The following shall amount to breach of contract:

- i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
  - ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
  - iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
  - iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
  - v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
  - vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
  - vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
  - viii. Any other reason(s) attributable to Vendor towards failure of performance of contract.
- In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
  - x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.



Note: Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

## **24.2 REMEDIES IN CASE OF BREACH OF CONTRACT**

- i) Wherein the period as stipulated in the notice mentioned above has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.
- iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv) In case the amount recovered above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.
- v) If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a. from dues available in the form of Bills payable to defaulted Contractor against the same contract.
  - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit.
  - c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.
- vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.
- vii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

- 1) The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
  - (a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.



(b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

**25.0 TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.

**26.0 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:**

**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".

**27.0 PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIERS:**

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**28.0 BHEL FRAUD PREVENTION POLICY**

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.



## **29.0 FORCE MAJEURE**

**29.1.** "Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties And
- e) Prevents the performance of the contract,
- f) Such circumstances include but shall not be limited to:
  - i. War, hostilities, invasion, act of foreign enemies.
  - ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
  - iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
  - iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
  - iv. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
  - v. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
  - vi. Epidemic, pandemic etc.

**29.2.** The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

**29.3.** If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

**29.4.** The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

**29.5.** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

**29.6.** BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

- i. Constitute a default or breach of the Contract.
- ii. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

## **30.0 SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, malpractices, cheating, bribery,



fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php).

### **31.0 TREATMENT OF CASES REGARDING CONFLICT OF INTEREST:**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- a) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- c) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- d) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

### **32. SUBCONTRACTING**

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

### **33. RECOVERY FROM CONTRACTOR**

Whenever under the contract, any sum of money is recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or from his security deposit, or the contractor shall pay the claim on demand.



**34.0 VERIFICATION OF AUTHENTICITY OF PQR DOCUMENTS:** BHEL reserves the right to verify credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness / authenticity of the documents submitted by the bidder from the issuing Authority. 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.

**35.0 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) 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.
- j) The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement.



### 36. PURCHASE PREFERENCE POLICIES OF THE GOVERNMENT

Unless otherwise stipulated in NIT, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- a) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- b) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, as amended from time to time.
- c) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- d) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the NIT.

### 37.0 LATEST UPDATES

All corrigendum/addendum in subject NIT shall be updated on BHEL e-Procurement portal <https://eprocurebhel.co.in/>. Bidders are requested to visit above portals/website on regular intervals to keep abreast with latest updates.

### 38.0 CONTACT PERSONS

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

- (i) Ms. Anubha Vaish / Dy. Manager (CC) / [anubhavaish@bhel.in](mailto:anubhavaish@bhel.in) /011-66337904
- (ii) Mr. Ujjwal Tomar / Manager (CC) / [ujjwal@bhel.in](mailto:ujjwal@bhel.in) /011-66337399



**NO DEVIATION /ACCEPTANCE CERTIFICATE**

(to be given on Bidder's letter head)

It is certified that we have read and understood all the terms and conditions of the **Tender No. CC/FA/PV/2025-27 Dated 02.08.2025.**

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)



**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 Pre-Qualifying Requirements & Technical Requirements (Annexure –IB) of the Tender Enquiry. Further, we have no objection in case BHEL representative desire to inspect and physically verify the same and we shall provide the required assistance for the same.

**(Signature & Seal of the Bidder)**



**BIDDER'S GENERAL INFORMATION**

S. 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	Udyam Registration Number	
9	Corporate Identification Number (CIN), if any	
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



**E-Banking Mandate Form**  
(To be submitted along with Part-A 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 Bidder



**CHECKLIST FOR SUBMISSION**

S. No.	Description /Item	Enclosed (Yes/No)
1.	Udyam Registration Certificate	
2.	All Documents/ Information required as per Annexure-II of PRE QUALIFYING REQUIREMENTS (PQR)	
3.	Digitally Signed of Tender document including 'Scope of Work' & 'General Terms & Conditions' as token of acceptance.	
4.	No Deviation Certificate as per Annexure – IV.	
5.	Declaration Certificate (Infrastructure and Manpower) as per Annexure-V	
6.	Bidder's General Information – Annexure VI A	
7.	E-Banking Mandate Form – Annexure VI B	
8.	Part B - Price Bid to be uploaded in second cover as per the attached .xls format	



## Steps to fill Price Bid – Percentage BOQ in xls format

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: AGM(CC), BHEL, New Delhi

Name of Work: Two-Year Framework Agreement with Studios for Photography, Videography, Live Streaming & allied services required by BHEL in Delhi-NCR.

Contract No: CC/FA/PV/2025-27 dated: 20/07/2025

Name of the Bidder/  
Bidding Firm / Company :

Step 1 – Enter Bidder Name here

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #
Sl. No.	Item Description	Quantity	Units	Estimated Rate excluding GST in Rs. P	Total Amount excluding GST in Rs. P
1	2	4	5	6	53
1	Assignment charges for Photography by professional photographer - Single Camera Setup (Half Day - Upto 4 Hrs) as per Annexure – A	180	Nos. of assignments	2025.00	364500.000
2	Assignment charges for Photography by professional photographer - Single Camera Setup (Full Day - Upto 8 Hrs) as per Annexure – A	50	Nos. of assignments	3240.00	162000.000
3	Assignment charges for Videography by professional videographer - Single Video Camera Setup (Half Day - Upto 4 Hrs) as per Annexure – A	30	Nos. of assignments	2700.00	81000.000
4	Assignment charges for Videography by professional videographer - Single Video Camera Setup (Full Day - Upto 8 Hrs) as per Annexure – A	15	Nos. of assignments	3600.00	54000.000
13	Photo Album of capacity 200 Photos of size 5"X7" - Natraj or equivalent brand (Printing charges of photos shall be payable extra as per S. No. 17 below)	30	Nos. of albums	250.00	7500.000
14	Printing of Stamp Size Photo (3.5 cm X 2.5 cm) (Set of 4 copies) - Gloss or Matt	20	Nos. of sets	8.00	160.000
15	Printing of Passport Size Photo (3.5 cm X 3.5/4.5 cm) (Set of 4 copies) Gloss or Matt	100	Nos. of sets	12.00	1200.000
16	Printing of Special Size Photo (50 mm X 50 mm) (Visa Purpose) (Set of 4 copies) Gloss or Matt	20	Nos. of sets	50.00	1000.000
17	Printing of Photographs (of size 5" X 7" / 8" X 12" / any other size or custom prints) Gloss or Matt	75000	sq. inch	0.80	60000.000
18	Lamination & Mounting charges on 5 mm Sun Board - Gloss or Matt	2500	sq. inch	1.50	3750.000
19	Lamination & Mounting charges on 1-inch wooden frame with or without mount - Gloss or Matt including provision of stand/wall mount	10000	sq. inch	2.00	20000.000
20	Lamination & Mounting charges on 2-inch wooden frame with or without mount - Gloss or Matt including provision of stand/wall mount	10000	sq. inch	2.50	25000.000
21	Designing Photo Collages, Album Covers & other photo artworks	50	Nos.	800.00	40000.000
Total in Figures					1468310.000
Quoted Rate in Figures		Select		0.000	Zero Only
Quoted Rate in Words				INR Zero Only	

Step 2  
Select from the drop down  
Excess (+) or Less (-)

In case of zero(0) select Excess or Less  
and enter 0 in the next cell

Step 3  
Enter Percentage here