

# **BHARAT HEAVY ELECTRICALS LIMITED**

BHEL House, Siri Fort, New Delhi-110049

Tender Ref. No. : Corp. Comm./FA/PV/2020-21 dated 20.03.2021

Tender Title : Two-Year Framework Agreement with Studios for Photography,

Videography, Live Streaming & allied services in Delhi-NCR.



# **Bharat Heavy Electricals Limited**

Corporate Communication, New Delhi

Corp. Comm./FA/PV/2020-21 Dated 20.03.2021

## **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) for Two-Year Framework Agreement with Studios for Photography, Videography, Live Streaming & allied services in Delhi-NCR as per the scope of work, Technical & Pre-Qualification Requirement of the tender enquiry. BHEL shall be entering into framework agreement with a Maximum of Three (3) Studios/agencies.

The period of the framework agreement shall be for two years w.e.f. from Mid-April 2021 (tentative). 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	Tender Ref. No.	Corp. Comm./FA/PV/2020-21 Dated 20.03.2021
2	Tender Title	Two-Year Framework Agreement with Studios for Photography, Videography, Live Streaming & allied services in Delhi-NCR.
3	Tender Notification	Tender documents can be collected from Corporate Communication, Ground Floor, BHEL House, Siri Fort, New Delhi-110049 from 20.03.2021 (1600 hrs onwards) to 30.03.2021 (upto 10:00 hrs), during office hours on working days. Tender documents can be downloaded from the websites <a href="https://eprocure.gov.in.">www.bhel.com</a> or <a href="https://eprocure.gov.in.&lt;/a&gt;&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;4&lt;/th&gt;&lt;th&gt;Deadline for Submission/ Receipt of Tenders&lt;/th&gt;&lt;th colspan=3&gt;Upto 1100 hrs on 30.03.2021 at Corporate Communication, Ground Floor BHEL House, Siri Fort, New-Delhi-110049&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;5&lt;/th&gt;&lt;th&gt;Opening of Techno-Commercial Bids&lt;/th&gt;&lt;th&gt;At 1130 hrs on 30.03.2021 at&lt;br&gt;Corporate Communication. Ground Floor&lt;br&gt;BHEL House, Siri Fort, New-Delhi-110049&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;6&lt;/th&gt;&lt;th&gt;Latest Updates&lt;/th&gt;&lt;th&gt;Latest updates on the Important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications, Terms &amp; Conditions etc. will be hosted on BHEL webpage (&lt;a href=" www.bhel.com"="">www.bhel.com</a> ) & <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> and not in the newspapers. Bidders to keep themselves updated with all such information.





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#### 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 total 3 bidders (including L-1) 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 clause 5 of Annexure III for Evaluation Criteria).
- 2.3 Sealed Bids as per Annexure-VII may be sent by hand/post/ courier to Corporate Communication, Ground Floor, BHEL, New Delhi 110049. 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.
- 2.4 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

> खज्जर तोचर Ujwal Tomar उप प्रवेचक I Dy. Manager जारीर चारा (Corponic Communication चारा की प्रोजिज्या किंदित की पार्टी पहिल्ली मान के प्रतिकास की की पार्टी, यह रिक्ती—10048 मान Manager Sife Foll, New Debit-10048

(UJJWAL TOMAR)
DEPUTY MANAGER
CORPORATE COMMUNICATION

Enclosure:

Place: New Delhi

PART-A

Annexure – I A : Scope of Work

Annexure – I B : Technical Specifications & Requirements
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 : 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 A

# **SCOPE OF WORK**

The brief scope of work for providing Photography, Videography, Live Streaming & allied 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 photographs/videos of the total coverage for each event in DVDs (as instructed) and on internet cloud service 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, Live Streaming & allied services etc. on email or telephone, normally at least one day in advance. However, in case of urgent requirement, the studios may be required to arrange the services at a short notice of couple of hours also.
- 3. Services may be required from agencies during the contract period including on Sundays/ Holidays/ Late Night Hours.
- 4. Services required for the events are categorized as Category A and Category B for Photography & Live Streaming. Technical specifications for Photography, Videography, Live Streaming & other services including equipment and manpower requirements for both the categories are stated in **Annexure I B**.
- 5. The assignment charges for Photography & Videography services (S. No. 1 to 9 & 12 to 14 of Price Bid) will be inclusive of one set of DVDs 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. Non-readable DVDs have to be replaced at no extra cost to BHEL.
- 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. OOC (out of camera) photographs have to be submitted to BHEL Corporate Communication, immediately after the event. In case of out-of-office events, photographer must carry suitable devices (laptop, card reader etc.) for immediate data transfer.
- 8. Colour corrected Photographs & videos of the event are required to be submitted within 24 hours of completion of the event to BHEL Corporate Communication office, or as per instructions provided.
- 9. 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.
- 10. For duration of coverage up to Four (4) hours, Assignment Charges shall be payable for "Half-Day" only.
- 11. For duration of coverage from 4 to 8 hours, Assignment Charges shall be payable for "Full-Day".
- 12. All deliverables (DVD, Pen drive, photos, frames etc.), consumables and material used (memory cards, photo paper etc.) shall be of standard make.
- 13. In case of more photographers /videographers required, the vendor has to arrange to provide same at the contract rates.
- 14. Permission for undertaking Drone Photography & Videography shall be arranged by BHEL.





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Annexure - I B

# **TECHNICAL SPECIFICATIONS & REQUIREMENTS**

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:-

#### (A) Minimum Technical Specifications for Category A / Special Photography Coverage:

- **1. 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:
- (i) Canon EOS 5D Mark IV/6D Mark II & Newer OR
- (ii) Sony A7R3/A9/A73/A7R44/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 2018

#### 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

#### (B) Minimum Technical Specifications for Category B / Regular Photography Coverage:

- **1. DSLR Bodies :** Minimum 18 MP with 35mm APS-C sensor semi-professional camera bodies only), enabled with Wi-Fi capabilities for immediate photo transfer. Any of the following:
- (i) Canon 70D/80D/7D Mark II OR any newer equivalent make.
- (ii) Full frame older cameras like Canon 5D Mark II/6D/Nikon D700 etc. OR any newer equivalent make.
- (iii) NikonD700/D7000/D7100/ D7200/D300/D300s/D500 OR any newer equivalent make.
- (iv) Sony A6500/A6300/A58/A77/A99 OR any newer equivalent make.
- (v) Fujifilm XT series OR any other equivalent make after 2018.

### 2. DSLR lenses:

- (i) 18-135mm 3.5-5.6 / 24-105 4.0 L IS for canon systems or similar zoom.
- (ii) 18-105mm or 18-120mm for Nikon systems or similar zoom
- (iii) 50mm 1.8 or equivalent.
- (iv) Full frame equivalent lenses for older full frame cameras.
- 3. STROBES/LIGHTING: 1 nos. speedlight/wireless flash or on camera.





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## (C) Minimum Specifications for Videography:

- 1. Professional Video Camera of make Sony/Canon/Panasonic to be able to record 4K at 30 fps 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/ 1/2 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

### (D) 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.

#### (E) Minimum Specifications for Corporate Photoshoot:

- 1. Camera & kit: Same as Category A Photography Services
- 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)

Output Required: Professionally corrected images with skin retouch & background correction.

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

- 1. Camera & kit Same as Videography Specifications
- 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.

#### (G) LIVE Stream- Minimum Specifications Category A:

- 1. 2x Professional grade video/ hybrid camera with unlimited recording with HDMI/SDI 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 tripod and monopod.
- 3. Suitable LED lights with modifiers along with stands.
- 4. 20+ channel digital mixer for sound with adequate XLR input and Bluetooth input facility.
- 5. Professional grade Video switcher with multiple SDI, HDMI and USB input slots.
- 6. UHF wireless microphones, wired stereo microphones and wired/wireless lavalier microphones (multiple).
- 7. Capture card or capture device (4k).
- 8. Suitable professional grade laptop with encoder software, stream recording facility and multistreaming software.
- 9. Professional Hardware encoder with multiple network configuration for seamless high speed internet.
- 10. Accessibility to CDN for speed, quality and security (preferred).
- 11. Adequate technical staff equipped to handle scope of work.





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## (H) LIVE Stream- Minimum Specifications for Category B:

- 1. Professional grade video/ hybrid camera with unlimited recording with HDMI/SDI slot (audio-video switcher with SDI input required in case of SDI out from camera)
- 2. Professional grade tripod.
- 3. Suitable LED lights with modifiers and stands
- 4. Stereo quality lavalier microphone
- 5. Capture card or capture device (4K)
- Suitable professional grade laptop with encoder software (free or licensed) e.g. OBS studio OR
  Hardware encoder e.g. Live U Solo HDMI or equivalent with high speed internet connection/
  modem facility
- 7. Adequate technical staff equipped to handle scope of work

### (I) Photo/Video Editing Softwares:

- (a) Adobe Photoshop CC/ Affinity Photo or equivalent.
- (b) Adobe Photoshop Lightroom CC / Skylum Luminar / ON1 Photo Raw / Capture One Pro / DXO Photo Lab
- (c) Final Cut Pro X / Adobe Premier Pro CC / Edius 7 / DaVinci Resolve 5 or equivalent.

### (J) Manpower & Staff (Minimum)

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

#### (K) Mobile Connectivity 24x7

#### (L) High Speed Broadband Connectivity at studio premises.

#### (M) Computer Peripheral and Hardware Requirements:

- (a) High End Graphic enabled Workstation capable of bulk photo editing and 4K video editing / rendering.
- (b) Portable Device viz. Laptop capable of transferring images from camera, quick re-touch & emailing facility.





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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. Earnest Money Deposit (EMD): -

- a) Earnest Money Deposit of Rs. 21,620/- has to be deposited by all bidders as per prescribed format (Refer clause (2) of General Terms and Conditions/ Annexure III).
- b) Offers received without EMD shall be rejected and envelope containing Part-A / Technocommercial Bid shall not be opened.
- c) EMD shall be exempted for MSE Registered bidders provided they 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.

### 2. Financial Compliance & Documents to be submitted: -

- a) The bidder's average annual financial turnover during the last three financial years ending 31.03.2020 should be at least Rs 3.25 lakhs.
- b) 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.**
- c) 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.
- d) 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.
- e) Self-attested copies of PAN No. & GSTIN Registration No.

#### 3. Work Experience & Documents to be submitted: -

a) 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/Listed or Reputed Private Companies during the last 3 years ending on 28.02.2021 should be either of the following: -

Three similar completed job contracts costing not less than **Rs. 2.16 Lakhs each**.

Or

Two similar completed job contracts costing not less than Rs. 2.70 Lakhs each.

Or

One similar completed job contract costing not less than **Rs. 4.33 Lakhs**.

- b) Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works/contracts executed by the bidders **during the last 3 years ending on 28.02.2021**.
- c) BHEL reserves the right to verify the documents from the issuing company.





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- **4.** The bidder should possess a full-fledged office in Delhi-NCR preferably in the vicinity of BHEL Offices with state-of-art infrastructure, technical requirements & manpower as per **Annexure-I B.** 
  - a) **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.
  - b) 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)
  - c) Details of Manpower /Key personnel (signed and stamped on bidder's letter head)
  - d) Declaration Certificate (Infrastructure and Manpower) as per Annexure V.

### 5. NO DEVIATION CERTIFICATE (to be given on bidder's letterhead) - Annexure IV

- a) The bidder should accept all terms & conditions of the tender unconditionally. In case, any bidder wants to deviate from 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.
- **b)** Deviations may or may not be accepted by BHEL. Any deviation accepted by BHEL for a bidder may be extended to all bidders.
- c) 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.





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**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 (Prequalification bid/Part-A). Each tenderer, participating in the subject has to deposit EMD of Rs. 21,620/- (Rupees Twenty-One Thousand Six Hundred Twenty 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.: 9011196535 (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.

Please Note: Offers received without EMD shall be rejected except in case of MSEs. EMD shall be exempted for MSE Registered bidders provided they submit a self-attested copy of Udyog Aadhar / EM-II Certificate along with Part-A Techno-commercial offer, otherwise, their 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.





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- 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:
  - a) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
  - b) 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.

- (i) 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 in the tender) 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.
- (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) However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- (iv) 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.
- (v) MSE bidders will get the intended benefits as per the Public Procurement Policy 2012 for MSE & its Amendment 2018.





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

- **4.1** 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:
  - a) Cash (as permissible under the extant Income Tax Act)
  - b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
  - c) 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.)}
  - d) 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).
  - e) 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 Three (3)** 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 by appropriate cut-off date.

## **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/Annexure IX) shall become the bench mark rates and shall be counter-offered to other techno-commercially qualified bidders in lowest to





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- highest order (i.e. L2, L3, L4 and so on) till we have total 3 bidders (including L-1 bidder) for matching the L-1 rates.
- (iii) 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).
- (iv) Bidders are required to match the L-1 rates. In case of refusal to match these rates, their bid shall be rejected.
- (v) BHEL's decision with regards to price evaluation shall be final and binding.

#### 6.0 LD/PENALITY FOR QUALITY, DELAY & LOSS OF DATA

- a) Penalty on grounds of Quality: Quality of all outputs (photographs, videos, print jobs, live streaming & any other finished product) should be of high order and as per tender specifications. Any supply of poor-quality photos (under/over exposed / out of focus / illcomposed) or poor quality/downscaled video/poor audio shall be summarily rejected and would be subject to partial or non-payment of assignment charges. In case of unacceptable quality of footage (Photographs/video footage) or any absence of required footage, 50% of the assignment charges would be deducted at the first instance as penalty; 100% of the assignment charges would be deducted at the second instance as penalty; and work will not be allotted for the next time on his/her turn.
- b) 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 delay attributable to the vendor, 50% of the assignment charges will be deducted as penalty.
- c) 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, and work will not be allotted for the next time on his/her turn.
- d) The live streaming provided by the agency shall be without any interruptions, failure or glitches in the transmissions, any partial failure exceeding one minute in the live transmission will attract penalty on the bidder @ 2% per minute of the work order value. In the event of complete failure of live streaming, BHEL is not liable to make any payments.
- e) 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 me entertained, irrespective of whether the shoot was for full day or half day.

#### **8.0 DISTRIBUTION OF BUSINESS VOLUME:**

BHEL intends to distribute/split the work load/business volume to Maximum of Three (3) Studios/agencies as per the following: -

- (i) In case of agreement with 3 studios: It is intended to distribute **40%** of business volume to L1, 33% to L2 & 27% to L3 agency.
- (ii) In case of agreement with 2 agencies: It is intended to distribute **60%** of business volume to L1 agency and the balance **40%** business volume to L2/other agency.
- (iii) 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.





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

#### 9.1 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. 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.

#### 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. 33 of Price Bid format. The same quoted percentage will be applied on every item of the BOQ.
- (iii) The rates quoted for S. No 1-9 & 12-14 (Refer Price Format) are inclusive of charges of sharing output/content in DVDs (one set) as well as on internet cloud service.





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- (iv) The rates are inclusive of transportation, crew, material, recce, delivery & other incidental/associated expenses to be incurred during undertaking of required assignment in Delhi-NCR but excluding GST. GST shall be quoted extra in the same price bid format.
- (v) The bidders are required to quote essentially for the entire scope of work.
- (vi) Price to be filled-in strictly as per the Price Bid Format enclosed as Annexure-IX.
- (vii) 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.





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(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  $\pm$  25%.
- 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 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.

### 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.





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**19.1 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.

#### **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





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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.





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#### **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.





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- 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.

#### **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 (<a href="www.bhel.com">www.bhel.com</a> 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 CONTACT PERSONS

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

- (i) Ujjwal Tomar / Dy. Manager (CC) / ujjwal@bhel.in /011-66337399
- (ii) Anupam Chatterjee / Manager (CC) / anupamc@bhel.in / 011-66337376





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# **BIDDER'S GENERAL INFORMATION**

SI. 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





# **Bharat Heavy Electricals Limited**

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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 **Tender No. Corp.** Comm./FA/PV/2020-21 dated 20.03.2021

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, Terms and Conditions set out in the Tender Docur No.s of Terms and Conditions which are not acce	ment except the following: (Give reference to Cla	
1.		
2.		
3.		
Note: Deviations may or may not be accepted	l by BHEL	
Also, it is confirmed that deviations, if any, have but the offer.	been indicated only in this format and nowhere	else
Date:	Signature of Bidder	
Place:	(Stamp)	





# Bharat Heavy Electricals Limited Corporate Communication, New Delhi

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 Pre-Qualifying Requirements (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)



# बीएचई एल

# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

# **Bharat Heavy Electricals Limited**

Corporate Communication, New Delhi

Annexure - VI

## **E-Banking Mandate Form**

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

1.	Ve	endor/customer Name:
2.	Ve	endor/customer Code:
3.	Ve	endor /customer Address:
4.	Ve	endor/customer e-mail id:
5.	Pa	articulars 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:
ab tra	ove nsa	ereby authorize BHEL to release any amount due to me/us in the bank account as mentioned. I/We hereby declare that the particulars given above are correct and complete. If the ction is delayed or lost because of incomplete or incorrect information, we would not hold the 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)

		•		fice at					
MSME				(Entrepreneur					(Part-11)
				opy enclosed).		dtd:		,	Category:
				f Accounts that as per MSMI					er the latest
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2.	and furn	iture, fittin under the	gs and o	nvestment in ed ther items not d Act, 2006: Rs	irectly re	elated to the	e servic	ce rendered o	r as may be
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Date:									(Signatura)
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									Name
								Membersh	ip number-
							Seal of	f Chartered A	Accountant

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# **Bharat Heavy Electricals Limited**

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Annexure - VII

# SUBMISSION OF OFFER

The bidder has to submit the sealed offer in two parts as follows:

## PART A: TECHNO-COMMERCIAL BID (Sealed Envelope A)

Sealed Envelope super scribed with 'Part A'

- a. Earnest Money Deposit (EMD) of Rs. 21,620/- only in prescribed format as per clause 2 of Annexure III in a separate sealed envelope. MSE bidders have to submit a self-attested copy of Udyog Aadhar / EM-II Certificate along with Part-A Techno-commercial offer.
- b. Documents required for ascertaining the qualification of the bidder as per Annexure-II, Pre-Qualification Requirements (PQR).
- c. Signed and stamped copies of 'Scope of Work', 'PQR' and 'General Terms & Conditions' as token of acceptance.
- d. Bidder's General Information (as per enclosed format)
- e. No Deviation Certificate as per Annexure-IV.
- f. Declaration Certificate (Infrastructure and Manpower) as per Annexure-V
- g. E-Banking Mandate Form Annexure VI

#### 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 B)

Part B – Price Bid containing your price bid/quote, strictly as per Price Format enclosed at Annexure-IX duly signed & stamped.

Note: Only prices/rates/percentages/discounts should be filled in Part B - Price Bid. Any comments / deviations in this Part shall be treated as Null & Void. No claim whatsoever in this regard shall be entertained.

All Parts of the sealed 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. Tender Title: Two-Year Framework Agreement with Studios for Photography, Videography, Live Streaming & allied services in Delhi-NCR.
- 2. Tender Ref. No.: Corp. Comm./FA/PV/2020-21 dated 20.03.2021
- 3. From: Name and address of the bidder.
- 4. To: Corporate Communication, Ground Floor, BHEL, Siri Fort, New Delhi 110049.





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Annexure - VIII

# **Checklist**

S. No.	Description /Item	Enclosed (Yes/No)
1.	Earnest Money Deposit (EMD) of Rs. 21,620/- only in prescribed format as per Annexure III.  Or  Udyog Aadhar / EM-II Certificate in case of MSE bidder.	
2.	All Documents/ Information required as per Annexure-II of PRE QUALIFYING REQUIREMENTS (PQR)	
3.	Signed and stamped copy of all pages & Annexures of Tender document including 'Scope of Work' & 'General Terms & Conditions' as token of acceptance.	
4.	No Deviation Certificate as per Annexure – IV on your letter head.	
5.	Declaration Certificate (Infrastructure and Manpower) as per Annexure-V	
6.	Bidder's General Information (as per enclosed format)	
7.	E-Banking Mandate Form – Annexure VI	
8.	Part A (Techno-commercial Bid) including EMD/MSE Certificate in Sealed Cover duly super scribed with Part A (Techno-commercial Bid)	
9.	Part B Price Bid sealed in a separate envelope duly super scribed with Part B (Price Bid)	





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# **Annexure IX**

# PART B - PRICE BID

S.N.	Item Description	Unit	Estimated	Unit Rate	Total
	·		Quantity	(in Rs.)	Amount
			for 2 year	excl.	(in Rs.)
			,	GST	excl. GST
Α	<b>EVENT PHOTOGRAPHY &amp; VIDEOGRAPHY S</b>	ERVICES			
1	Assignment charges for <b>Photography</b>	Nos. of			
	(Category - A) for Single Camera Setup as	assignments	80	1920.00	153600.00
	per Annexure I-B (Half Day - Upto 4 Hrs)				
2	Assignment charges for <b>Photography</b>	Nos. of			
	(Category - A) for Single Camera Setup as	assignments	20	3360.00	67200.00
	per Annexure I-B (Full Day - 4 to 8 Hrs)	J			
3	Assignment charges for <b>Photography</b>	Nos. of			
	(Category - B) for Single Camera Setup as	assignments	50	1160.00	58000.00
	per Annexure I-B (Half Day - Upto 4 Hrs)				
4	Assignment charges for <b>Photography</b>	Nos. of			
	(Category - B) for Single Camera Setup as	assignments	10	1680.00	16800.00
	per Annexure I-B (Full Day - 4 to 8 Hrs)				
5	Additional Photographer with Camera only (as				
	per Category – A Photography	Nos.	15	1920.00	28800.00
	<b>Specifications).</b> (This additional item may be	NOS.		1020.00	20000.00
	required with S.N. 1 & 2 above)				
6	Assignment charges for Digital Video				
	Recording (Full HD output including	NI f			
	editing & colour correction) for Single	Nos. of	25	2720.00	68000.00
	Camera Setup as per Annexure I-B (Half Day	assignments			
	- Upto 4 Hrs)				
7	Assignment charges for <b>Digital Video</b>				
	Recording (Full HD output including	Nos st			
	editing & colour correction) for Single	Nos. of	10	3600.00	36000.00
	Camera Setup as per Annexure I-B (Full Day	assignments			
	4 to 8 Hrs)				
8	Short Video Reel /Highlights of upto 15 mins	Nos. of			
	duration (Scope of the studio /agency shall be	assignments	10	3200.00	32000.00
	limited to editing & colour correction only i.e.			0200.00	32330.00
	no video recording)				





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9	Drone Photography & Videography (Half Day - Upto 4 Hrs) required as per specifications mentioned in Annexure I-B	Nos. of assignments	6	8000.00	48000.00
10	Additional DVD with photographs/videos as per the requirement	Nos.	25	12.00	300.00
11	Additional USB Pen-drive (16 GB) with photographs/videos as per the requirement	Nos.	5	240.00	1200.00
В	CORPORATE PHOTOGRAPHY & VIDEOGRA	PHY SERVICES			
12	Corporate Photoshoot / Corporate Portraiture Session for Top Management Officials (Half Day - Upto 4 Hrs) as per Annexure I-B	Nos. of assignments	6	6000.00	36000.00
13	Corporate Photoshoot / Corporate Portraiture Session for Top Management Officials (Half Day - Upto 4 Hrs) with portable backdrop setup & bar stool arrangement as per Annexure I-B	Nos. of assignments	2	6400.00	12800.00
14	Top Management Interviews/Video Podcasts/Video Messages of 3-4 mins. duration (Full HD output including recording, editing, colour correction, VFX etc.) as per Annexure I-B (Half Day - Upto 4 Hrs)	Nos. of assignments	8	6000.00	48000.00
С	PRINTING ALBUMS, COLOURED PHOTOGR	APHS, LAMINAT	TION & MOUN	TING SERV	/ICES
15	Album for size 5"X7" Photographs - Natraj or Equivalent brand (Set of 50 Photos)	Set of 50 Photos each	40	120.00	4800.00
16	Album for size 5"X7" Photographs - Natraj or Equivalent brand (Set of 100 Photos)	Set of 100 Photos each	10	176.00	1760.00
17	Album for size 5"X7" Photographs - Natraj or Equivalent brand (Set of 150 Photos)	Set of 150 Photos each	5	208.00	1040.00
18	Album for size 5"X7" Photographs - Natraj or Equivalent brand (Set of 200 Photos)	Set of 200 Photos each	5	240.00	1200.00
19	Stamp Size (3.5cm X 2.5cm ) (Set of 4 copies) Gloss or Matt	Set of 4 copies	20	8.00	160.00
20	Passport Size (3.5cm X 3.5cm) (Set of 4 copies) Gloss or Matt	Set of 4 copies	50	8.80	440.00



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21	Passport Size (3.5cm X 4.5cm) (Set of 4 copies) Gloss or Matt	Set of 4 copies	50	9.60	480.00		
22	Special Size (50 X 50 mm) (Visa Purpose/ white background) Gloss or Matt	Set of 4 copies	10	64.00	640.00		
23	Photograph of size 5" X 7" Gloss or Matt	Nos.	50	9.60	480.00		
24	Photograph of size 8" X 12" Gloss or Matt	Nos.	30	40.00	1200.00		
25	Photograph of any other size or custom prints (per sq. Inch)	sq. inch	50000	0.80	40000.00		
26	Lamination & Mounting charges on 5 mm Sun Board - Gloss or Matt (per sq. inch)	sq. inch	2500	1.40	3500.00		
27	Lamination & Mounting charges on 8 mm Board - Gloss or Matt (per sq. inch)	sq. inch	2500	2.00	5000.00		
28	Lamination & Mounting charges on 1" Wooden Frame with Mount - Gloss or Matt. With provision of stand as well as wall mount (per sq. inch)	sq. inch	12000	2.40	28800.00		
29	Lamination & Mounting charges on 1" Wooden Frame without Mount - Gloss or Matt. With provision of stand as well as wall mount (per sq. inch)	sq. inch	2500	2.00	5000.00		
D	LIVE STREAMING						
30	Live Streaming (Category A) (Half Day - Upto 4 Hrs) as per Annexure I-B	Nos. of assignments	5	28000.00	140000.00		
31	Live Streaming (Category B) (Half Day - Upto 4 Hrs) as per Annexure I-B	Nos. of assignments	10	24000.00	240000.00		
32	Tota	al Basic Amount	(excluding (	GST) in Rs.	1081200.00		
33	Percentage Above(+)/ Below(-) / at par with amount in S. No. 32						
34	Total Quoted Amount after applying % (excluding GST) in Rs.						
35	Amount of GST @% in Rs.						
36	Total Amount inclusive of GST in Rs.						
37	Total Amount inclusive of GST in words						