

Bharat Heavy Electricals Limited
भारत हैवी इलेक्ट्रिकल्स लिमिटेड



NOTICE INVITING TENDER

FOR

**SUPPLY OF 1 (ONE) NO. AERIAL WORK PLATFORM (AWP) FOR
MAINTENANCE AT BHEL HOUSE, SIRI FORT, NEW DELHI-110049**

Tender No.: AA:GAX:19:AWP:101	Dated: 20.05.2019
Time / Date for submission of tender	By 02:00 PM on 03.06.2019
Time / Date for opening of tender	At 03:00 PM on 03.06.2019
Venue for opening of Tender	2nd Floor, BHEL House, Siri Fort, New Delhi - 110 049

FOR & ON BEHALF OF BHEL,

(VIJAY KUMAR)

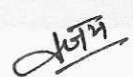
SR. ENGINEER (HR-GAX)

BHEL HOUSE, SIRI FORT

NEW DELHI 110 049, PHONE: 66337431

Bharat Heavy Electricals Ltd. (a PSU Company) requires 01 number AERIAL WORK PLATFORM (AWP) FOR MAINTENANCE AT BHEL HOUSE, SIRI FORT, NEW DELHI-110049. Offers are invited in 2 parts for the same as per the Scope of supply mentioned below, subject to acceptance of the enclosed Terms and Conditions. The tender documents may be downloaded from our website www.bhel.com or www.eprocure.gov.in. The offers should reach in the office of the undersigned by 02:00 PM. on or before the Due Date i.e. 03.06.2019

Description / Instructions
a) Technical Terms & Conditions (Annexure-1) b) General Terms & Conditions (Annexure-2) c) Special Terms and Condition (Annexure-3) d) Technical Specifications / properties of AWP (Annexure-4) e) Un Price Bid Format (Annexure-5) f) Acceptance / Deviation Certificate (Annexure-6) g) Contact details (Annexure-7) h) Declaration for non-banning (Annexure-8) i) Security Deposit format (Annexure-9) j) Price Bid Format (Annexure-10) IMPORTANT INSTRUCTIONS: 1. Deviations, if any, may be indicated in Annexure-6 (Acceptance / Deviation Certificate) only. Deviations specified elsewhere shall not be considered. BHEL reserves the right to consider the deviations and accept or reject the same. 2. The prices must be Quoted in the enclosed Price Format. 3. Quoted Rates shall remain firm till the supply is completed. 4. The offer(s) will be opened at 15:00 Hrs. on the due date in the presence of bidders who may like to be present. 5. The offer may be sent through post or be deposited in the tender box at BHEL House, Siri Fort, New Delhi – 110049.



Technical Terms & Conditions

1. SCOPE OF WORK

Supply of 01 number Aerial Work Platform (AWP) complying with below mentioned technical specifications. Scope of work also includes providing demo and requisite training concerned BHEL personnel for smooth operation of AWP. Vendor have to deliver AWP in Atrium area of BHEL. Bidder may inspect the site before submitting the tender.

2. PURPOSE OF AWP

AWP is required for carrying out proper maintenance work in atrium area of BHEL House at minimum working height of 14 meters. Maintenance work would include periodic maintenance of Glass elevators, lights etc.

3. BID SUBMISSION:

Bids shall be submitted latest by 02:00 PM. on or before the due date, in two parts as follows:

PART-I: TECHNO-COMMERCIAL BID This part shall contain the following:

- a. All pages of tender document, except Price Format at Annexure-10, duly filled, signed & stamped by an authorized representative as an acceptance of tender terms & conditions.
- b. All documents as per PQR below.

This part shall be submitted in a **separate sealed cover / envelope** with bidder's Seal super-scribed with correct Enquiry No., due date of opening and '**Part-I: Techno commercial bid**'.

4. PRE-QUALIFYING REQUIREMENTS (PQR)

I. EARNEST MONEY DEPOSIT (EMD)

- a) Each bidder has to deposit EMD of **₹ 16,000.00 (Sixteen Thousand only)** as a part of subject tender.
- b) Tender not accompanied with requisite EMD will not be accepted and shall not be considered for further evaluation.

c) Forfeiture of EMD

EMD by the Bidder will be forfeited as per this NIT conditions, if:

- i) After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the Bidder shall be withheld in case any action on the Bidder 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.

- d) EMD given by all unsuccessful Bidders shall be refunded normally within fifteen days of award of work.

- e) EMD shall not carry any interest.
- f) EMD of successful Bidder will be retained as part of Security Deposit if the party submit security deposit within the period as per LOI/ Contract.
- II. Bidder should be Original Equipment Manufacturers (OEM) of Aerial Work Platform (AWP) or an authorized dealer.
- III. Bidder should have support service center / service dealers in Delhi NCR.
- IV. The bidder should have PAN and GSTIN.
- V. The bidder must have supplied minimum 1 (One) unit of AWP in India during last 7 years ending on 30.04.2019.
- VI. Bidder shall have minimum Rs. ₹ 2.4 Lacs average turnover during last three financial years.
- VII. Minimum Two-year comprehensive onsite warranty should be offered for AWP in original letter head.
- VIII. Compliance to BHEL required specification / properties of AWP as per **Annexure-4**
- IX. AWP must conform to **ANSI A 92 or CE safety norms**.

5. FOLLOWING DOCUMENTS IN SUPPORT OF RESPECTIVE PRE-QUALIFYING REQUIREMENT ARE TO BE SUBMITTED WITH THE BID:

- I. EMD of **₹ 16,000.00 (Sixteen Thousand only)** as a part of subject tender should be in any form of (i) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- II. In case of bid being submitted by an authorized dealer (of OEM), A valid authorization certificate from OEM for sales & technical service to be furnished. No such documents required in case of bid being submitted by OEM.
- III. For the proof of support service center, service network list to be furnished by bidder.
- IV. Copy of PAN Card & GSTIN Registration Certificate duly signed and stamped by the bidder.
- V. Submit at least 01 no. of copies of Purchase Orders of AWP with proof of successful completion during last 7 years ending on 30.04.2019.
- VI. Certified & audited Balance Sheet and Profit & Loss Account statements duly verified by CA of last three financial years i.e. FY 2015-16, 2016-17 & 2017-18 (AY 2016-17, 2017-18 & 2018-19).
And Signed & stamped copy of acknowledgements of IT return of last three financial years i.e. FY 2015-16, 2016-17 & 2017-18 (AY 2016-17, 2017-18 & 2018-19).
- VII. Submit the original letter head for offering the minimum Two-year comprehensive onsite warranty to BHEL.
- VIII. For compliance to Technical specification / properties (of AWP) required by BHEL as per Annexure-4, the bidder is to submit duly filled, signed & stamped copy of same. Also, to support the same, documentary evidence wherever necessary may be submitted. Non-compliance to any of the listed required Technical specification / properties, shall lead to disqualification of bid.
- IX. Submit proof for AWP conformance to **ANSI A 92 or CE safety norms**.

6. PART-II: PRICE BID

Part-II shall contain **Prices only** as per Price Format (**Annexure-10**) and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

This part shall be submitted in a **sealed cover / envelope** with bidder's Seal super-scribed with correct Enquiry No., due date of opening and 'Part-II: PRICE BID'. Rates shall be quoted both in words and figures.

Both Part-I & Part-II sealed covers / envelopes should be then put in another master sealed cover / envelope with bidder's seal super-scribed with correct Enquiry No., title of tender and due date of opening.

The offer may be sent through post or be deposited in the tender box at BHEL House, Siri Fort, New Delhi – 110049. For details, you may contact Vijay Kumar, Sr. Engineer (HR-GAX).

IMPORTANT NOTE: No additional documents shall be submitted with Part-I and Part-II bid other than the documents enlisted above for both bids. Ordered / indexed / numbered bids are expected from all the bidders. Additional documents if found any, shall not be considered for evaluation purpose.

Annexure-2**General Terms and Conditions**

1. Technical data / brochure shall be furnished along with techno commercial bid for the item offered.
2. Delayed / Incomplete offers are liable to be rejected.
3. In case any typing error / other clerical error in the tender document is noticed by the bidder, the same shall be pointed out & got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder(s).
4. Manufacturer's name, trade Mark or Patent No. if any, should be specified.
5. Bid should be free from correction and erasures. Corrections, if any, must be counter-signed.
6. The offers of the bidders who are on the banned list as 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

7. **Micro and Small Enterprises (MSE)**

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	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.

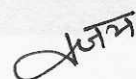
- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate, 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. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE,



MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

8. Rates must be quoted in figures as well as in words. However, in case of any conflict / confusion between the two, following guidelines shall follow:
 - a. If, in the price structure quoted for the required goods / services / works, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser 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 corrected accordingly.
 - 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; and
 - c. If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which the amount in figures shall prevail subject of (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.
9. BHEL reserves the right to accept / reject any offer without disclosing any reason.
10. Power Supply (for Demo and requisite training) shall be provided by BHEL free of cost.
11. Care should be taken by the bidder while handling the AWP to avoid damage to the building. The bidder shall be responsible for repairing all damages and restoring the same to their original finish at his own cost.
12. The bidder should remove at his cost all unwanted and waste materials arising from the installation work.
13. Provision of all tools and tackles shall be in the scope of the bidder.
14. On-site training will have to be provided by the bidder to BHEL staff regarding operation and maintenance of the equipment, free of cost.
15. Soft copy and Hard copy (minimum 3) of operation and maintenance manual should be provided at no extra cost.
16. In the event of more than one party having quoted identical rates and there is a tie amongst the bidders, either
 - a. the respective bidders would be asked to submit their revised rates on the spot. This process would continue till the distinct L-1 rate is arrived
17. BHEL reserves the right to inspect the material at vendor's premises during manufacturing/before dispatch of material. Cost of TA/DA/Stay of BHEL individuals coming for inspection shall be borne by BHEL.

18. The offer shall remain valid for 90 days from the due date of opening of Part-I Bids or 60 days from the opening of Part-II Bids, whichever is later. No request will be entertained for any increase of rates till the supply is over.
19. Offers received after due time and date shall be liable for rejection.
20. Rates shall be quoted in the enclosed Price Format ONLY. If rates are not quoted as per the Price Format, the same shall be treated as deviation & bid shall be rejected. Only bids submitted as per Price Format shall be considered for price evaluation.
21. Defective supply of AWP will be replaced free of cost. No payment shall be made against defective supply. The purchaser reserves the right to reject any items, which in his opinion does not confirm the specifications or is found to be of inferior quality.
22. All items should be in conformity with manufacturer specifications and of standard quality.
23. The AWP have to be supplied in properly packaged condition.
24. **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids will be on the basis of documents submitted by the bidders. BHEL may finalize successful tenderer by either opening of sealed price bid or conducting online Reverse Auction. Date of opening of sealed Price Bid / conduction of online Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. In case of opening of Price Bid, the order will be placed on over all L-1 bidder. Evaluation of bid will be on total cost to 'BHEL' (i.e. amount mentioned at **Note-1 of Price Bid of Annexure-10**).
25. **REVERSE AUCTION:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. The Reverse Auction shall be conducted by a Service Provider (empaneled with BHEL) as per the Business Rules and Terms & Conditions.
26. 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.
27. Arbitration
- In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically



provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).

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.

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

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

28. Laws governing the contract

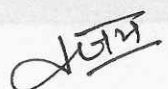
The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

29. 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.

30. Default / Breach of Contract, Insolvency and Risk Purchase

If the Service Provider / Contractor 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/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed



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

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



Annexure-3

Special Terms and Conditions

1. PAYMENT TERMS

- a. 100% payment will be made within 30 days after successful Delivery and Demo operation by vendor at BHEL Site in all respect.
- b. All payments will be released after deduction of taxes as per the rules in force and Tax Deduction at Source (TDS) certificate will be issued by BHEL as applicable.
- c. The bidder should insure the material at his own cost and any loss or damage to the material, during handling, transportation, storage, etc. till commissioning shall be to the account of the bidder.

No interest shall be payable for delay in making the payment.

2. LIQUIDATED DAMAGES

For Delivery: Penalty charges shall be half percent (0.5%) of the Payment to be made as per Clause No.1 (a) of this annexure-3, every week of delay, subjected to a maximum of 10% of the Purchase Order value

3. TAXES & DUTIES

- a) To enable BHEL to avail GST Input tax credit, Contractor(s) shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor(s) only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) GSTIN of BHEL will be provided to the Contractor(s) along with the work order.
- d) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the Contractor(s) 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 Contractor(s) by BHEL.
- f) Applicable GST shall also be recoverable from the Contractor(s) in case of LD recovery/penalty on account of breach of terms of contract.

4. Security deposit cum performance bank guarantee

The bidder must deposit the required amount of security within 15 days from the date of issue of order in any of the following form. The security deposit shall be 10% of the contract value and shall not carry any interest.

- a) Pay order, Demand draft in favor of BHEL
 - b) Local cheque of scheduled banks, subject to realization.
 - c) Bank Guarantee from scheduled banks/ public financial institutions as prescribed
- Performa as per **Annexure - 10**.

Security Deposit shall be refunded or released after completion of warranty period. Here, warranty period starts after successful Delivery and Demo operation of AWP, in all respect.

ANNEXURE-4**SPECIFICATION CUM COMPLIANCE CERTIFICATE OF AERIAL WORK PLATFORM**

S.No	Description of AWP required for BHEL	Compliance (Yes / No)	Details of supporting document(s), if any
1	SPECIFICATIONS (AWP to be such that it can be kept in the room of size 1.9 x 1.2 x 2.8 (L X W X H) in meters) and should have load sensor with alarm and Laser sensor with alarm for height.		
1.1	Working Height minimum 14 meter.		
1.2	Platform Height minimum 12 meter		
1.3	Lift Capacity minimum 130 kg.		
1.4	Power Source: 220V / 50-60 Hz AC		
1.5	Corner Access (Maximum): 0.15 meter		
1.6	Platform Dimensions should be suitable for at least one person to work with.		
1.7	Wheels of the WP to have solid rubber Non-Marking tyres with locking arrangement. Solid rubber tyres ensure easy turn ability and non-marking tyres preserve the original finish of the floor.		
1.8	AWP should be suitable for Marble flooring of atrium area of BHEL.		
2	AWP to have the following safety features.		
2.1	Dual Chain design for dual safety		
2.2	Built-in level sensors with Interlocks. Electronic display through LED to be provided. Automatic Electronic level interlock allows platform movement only after correct levelling.		
2.3	Auxiliary platform lowering in the event of power failure.		
2.4	Manual lowering relief valve		
2.5	Locking key switch to prevent unauthorized use.		
2.6	In case of complete power failure or battery discharge, an Auxiliary Emergency down function to lower the machine from the platform is provided.		
2.7	Dual activated Up / Down switch		
2.8	Ground fault interrupt power receptacle for convenient use of power tools.		

2.9	Emergency stop at both Platform and Ground controls		
3	Outriggers footprints of AWP are required to fall within base corners and are not deployed outside the equipment base corner line.		
4	AWP to be compact in size and light weight such that it can be easily towed manually to different work areas. AWP to have steering handle to facilitate easy maneuverability.		
5	AWP to have forklift pockets and Overhead Crane attachment point for the ease of transport.		
6	AWP to have Tie down attachment point and Outrigger storage socket.		
7	Material of mast of AWP to be Aluminium Alloy Std T 6063 with Dual Chain design for dual safety. Dual lifting chain in the Mast system to have a Factor of safety of 10:1.		
8	AWP to have dual operations controls i.e. both Platform control and Ground floor control options.		
9	AWP to have six-point or 4 point wheel and caster rocker base system for easy maneuverability around corners and over thresholds or debris.		
10	AWP to have adequate and reliable safety interlocks / devices to avoid damage to the system, work piece and operator/ Person due to the malfunctioning or mistakes.		
11	All electronic parts of AWP are to be housed in shielded enclosures. It should also have built-in safety / environmental protection enclosure.		
12	AWP to conform to ANSI A 92 or CE safety norms. Safety feature of platform to conform to German regulation VBG14 or equivalent.		
13	WP to work trouble free and efficiently under following operating conditions.		
13.1	Voltage: 220V Single Phase AC Supply, Frequency: 50 Hz + 1.5 Hz,		
13.2	Operating Humidity: 35% to 80%, Operating Temperature: 0°C to 45°C		
14	Tool Tray to be provided		
16	SYSTEM INSPECTION		
16.1	System may be inspected by BHEL at supplier's works before dispatch of material. Testing of system shall include demonstration of all features of the Work platform and its accessories.		
17	TRAINING		
17.1	Supplier to provide requisite training related to use of all system features, programming for Measuring system and supplied accessories etc. Scope of training to include training related to maintenance of the system and other supplied equipment.		
18	GENERAL INFORMATION: Vendors are required to submit the following information along with their offers.		
18.1	Model of the system offered		
18.2	Total connected load (kVA)		
18.3	Total weight of the system		

18.4	Detailed catalogues, sketch / photographs of the system and accessories		
19	WARRANTY The AWP shall remain under on-site comprehensive warranty for a period of two years from the date of supply. Warranty will be inclusive of the following		
19.1	Quarterly preventive maintenance and servicing of the AWP		
19.2	The Bidder should attend all the complaint during warranty period within 24 hours of their lodgement on telephone, otherwise penalty of Rs. 1000/- per complaint shall be imposed. While calculating the penalty, following holidays shall be excluded: Sundays, National Holidays, Holi, Diwali, Christmas, Eid and Guru Nanak Birthday. Formula for Calculating the penalty shall be equal to $(= \text{Total time between lodgement of complaint over telephone \& time of attending the complaint - Holidays})$. For e.g. if the complaint is lodged at 5 P.M on Saturday and attended at 2 P.M. on immediate Monday, then there shall be no penalty. However, if the same complaint shall be attended at 2 P.M. on Tuesday then there shall be penalty of Rs. 1000/- from Security deposit amount. Down time shall be calculated on quarterly basis. For e.g. if system remains completely shut down for 20 hrs. in a quarter, then the down-time of system shall be equal to $\{= 20 / (24 \text{ hrs.} \times 90 \text{ days}) \times 100\} \%$.		
19.2	Breakdown maintenance whenever required including supply of spares at no extra cost to BHEL. The downtime of AWP should not be more than 3% time (cumulative) during the warranty period. In case the downtime is more than 3% then penalty shall be deducted at the rate of 10% of Security deposit amount after completion of warranty.		
20	PACKING		
20.1	Complete system including all accessories is required to be packed in Air worthy / Sea worthy and rigid packing to avoid any damage / loss in transit. When system is dispatched in containers, all small loose items shall be suitably packed in boxes.		
21	Delivery		
21.1	Supply of the AWP should be completed in all respects within four (4) months from date of issue of Purchase Order by BHEL		
21.2	AWP to be delivered at Atrium area in BHEL House, Siri Fort, New Delhi – 110049.		

Signature
Name, Designation & Company Seal

Handwritten signature

ANNEXURE-5

Un Price Bid			
Supply of 01 No. Aerial Work Platform (AWP) for Maintenance at BHEL House, Siri fort, New Delhi			
S. No.	Description of Items	Qty. (Nos.)	Rate (Rs.)
1	Supply of 01 No. Aerial Work Platform (AWP) as per technical specification at Annexure-4 for Maintenance at BHEL House, Siri fort, New Delhi.	1	Q
2	GST		Q
3	TOTAL PRICE (Rs.) (Inclusive all) (Round off)		Q

Note:

1. Evaluation criteria Formula is **GRAND TOTAL PRICE (Rs.)**

Signature
Name, Designation & Company Seal

[Handwritten Signature]

ANNEXURE-6

Acceptance / Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA:GAX:19:AWP:101 dated 20.05.2019. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature

Name, Designation & Company Seal

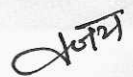
ANNEXURE-7

Contact Details

Sl. No.	Description	Details
1	Name of the Bidder	
2	Address	
3	Authorized Person's Name	
4	Mobile No. of authorized person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the authorized person	

Signature

Name, Designation & Company Seal



Tender Ref. No. AA:GAX:19:AWP:101
Date: 20.05.2019

ANNEXURE-8

DECLARATION

I / We hereby declare that I / We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

Signature

Name, Designation & Company Seal



ANNEXURE-9

SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the " The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favor of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi- 110049 through it's office complex at Noida, distt, Gautam Budha Nagar (UP) -201301 herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(herein after referred to as "the contract") for the construction of with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.....(Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favor of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to



time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

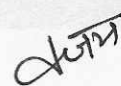
Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs (Rupees.....). Our guarantee shall remain in force until....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at New Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set and subscribed its hand the day, month and year first, above written,

Signed for and on behalf of the Bank



(Signatory No.)

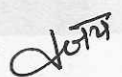
WITNESSES

1. Name and Address

2. Name and Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.



ANNEXURE-10

Price Bid			
Supply of 01 No. Aerial Work Platform (AWP) for Maintenance at BHEL House, Siri fort, New Delhi			
S. No.	Description of Items	Qty. (Nos.)	Rate (Rs.)
1	Supply of 01 No. Aerial Work Platform (AWP) as per technical specification at Annexure-4 for Maintenance at BHEL House, Siri fort, New Delhi.	1	
2	GST		
3	GRAND TOTAL PRICE (Rs.) (Inclusive all) (Round off)		

Total Price in figure:

Note:

1. Evaluation criteria Formula is **GRAND TOTAL PRICE (Rs.)**

Signature

Name, Designation & Company Seal