

BIOMASS ENERGY FOR RURAL INDIA SOCIETY
Society under the Govt. of Karnataka, RDPR Department
Registration no.BLU-S1059-2006-07 under Karnataka Societies
Registration Act 1960
FORTI Campus, Doresanypalya, (Arekere Mico Layout)
Bannerghatta Road, Bangalore 560076
DETAILED TENDER NOTIFICATION & CONDITIONS

Reference no: BERIS/05/FIN/TENDER

Dated 07-05-2012

1. Sealed tenders in two covers are invited from technically competent persons who have the expertise, for the Operation & Maintenance of Gasifier System I of 200 kw, Gasifier System II of 100 kw & Gasifier System III of 100 kw capacity, totally 400 kw capacity, located at the Biomass Gassification Power Plant at Kabbigere Village, Tovinkere Gram Panchayat, Kortegere Taluk, Tumkur District, Karnataka, during 2012 -2013. One cover with the words "Technical Bid" superscribed on it, shall be enclosed & sealed with the biodata of the tenderer giving their educational qualification, working experience & the experience & expertise for the Operation & Maintenance of power plants. The other cover with the words " Financial Bid" superscribed on it shall be enclosed with the tender offer in the prescribed form. Both these two covers shall be enclosed in a single cover & sealed & dropped in the tender box. The last date & time for receipt of tender is **20-06-2012, 2.00 PM.**

2. Tender Box will be kept open in the registered office of the BERI Society, two days prior to the tender date & the tender box will be closed immediately after 2.00 PM on the date of tender. Sealed tenders will be opened soon thereafter, in the presence of such of the tenderers or their representatives who wish to be present & the financial bid read aloud. Earnest Money Deposit of Rs 20000/- (twenty thousand only) per tender should be furnished with the tender, in the financial bid cover, in the form of crossed demand draft drawn on Nationalised Bank, payable at Bangalore, in favour of BERI Society. Proof of address of the tenderer duly attested by a Gazetted Officer / Notary/Magistrate is to be furnished with the tender in the Financial Bid cover. Attested copy of Voters Photo Identity Card/ LIC Policy/ Driving Licence/BSNL telephone bill/ Passport will be accepted as proof of address. The EMD of the selected tenderer will be retained by BERI Society till the successful completion of the contract.

3. Tenders shall be furnished in the prescribed form enclosed herewith. The detailed tender notification & conditions along with the prescribed form may be obtained during office hours, from the registered office of BERI Society, in person, before 12.30 PM on the date of tender. The tender form is not transferable & is applicable only for the purpose for which it is issued.

4. Tender offered jointly by more than one person shall not be accepted unless such persons are partners of a partnership/registered firm. Tender submitted by authorised representatives of a Registered Company/Firm/Trust, on behalf of such Company/ Firm/Trust shall be accompanied by a copy of the partnership Deed/Authorization.

5. The three biomass gasifier power generation systems having a total capacity of 400 kw will be handed over to the selected Tenderer in an operational state, for Operation & Maintenance for a duration of operation for one year, from the date of signing the agreement. The power system is connected to evacuate power to the BESCOM 11 kv grid. An independent feeder line is available from the 66/11 kv KPTCL/ BESCOM Substation at Tovinkere to the Kabbigere Biomass Power Plant, for drawing start up power as well as for evacuating the generated power. At the end of the contract period, the selected Tenderer shall hand over the said three gasifier biomass power generation systems to BERI Society in an operational state. The proof of the operational state of the system will be shown by a demonstration of the working of the system by BERI Society to the selected Tenderer & vice versa, in a 24 hours operation.

6. The selected tenderer shall have to enter into agreement for Operation & Maintenance of the three biomass gasifier power generation systems. The scope of the contract includes operation & total maintenance of the gasifier power generation system, equipments & the procurement of requisite quantity of biomass for running the power system & evacuating the generated electricity to the BESCOM grid. The selected tenderer has to arrange the requisite quantity of biomass, spares, consumables & skilled workforce etc. Repairs, if any, shall be carried out by the selected tenderer only through authorised agencies of the manufacturer & with the approval of the BERI Society. Machinery or machine parts, if required to be taken out of the plant premises, for service /repairs, shall be only with the written approval of BERI Society.

7. Intending tenderers shall visit the power plant for the actual assessment of the gasifier system tendered for Operation & Maintenance. No complaints will be entertained after the tender. The tender which quotes the rate that is the most advantageous to BERI Society would be considered /accepted /selected by BERI Society. The tender offer is to be quoted in Indian rupees, in figures and words, per kwh (unit) of electricity evacuated to the grid & shall be paid to the selected tenderer by BERI Society, within 15 days, of receipt of the generation data in a statement from the selected tenderer in the prescribed form.

8. The selected tenderer shall generate & evacuate to the BESCOM grid, a minimum of 16,00,000 kwh (units) of electricity @ 1,20,000 kwh per month, during the contract period of one year. The selected tenderer shall pay a penalty of Rs 2.85 per kwh(unit), for every kwh (unit) short of the minimum of 1,20,000 kwh(units), in an event he fails to evacuate the minimum 1,20,000 kwh(units) of electricity per month & the minimum of 16,00,000 kwh in one year to the BESCOM grid. The kwh (units) evacuated shall be determined from the reading on the Import/ Export Meter of BESCOM, located in the plant premises.

9. The selected tenderer shall furnish a bank guarantee of Rs 25,00,000/- (rupees twenty five lakhs) of 18 months validity, from a Nationalised Bank, guaranteeing to pay BERI Society the penalty on the shortfall in the evacuation of generated power as indicated in condition 8 above, in an event the selected tenderer fails to perform the contracted work & towards the damages/thefts/fire to the machineries, if any.

10. The selected tenderer shall not make any alterations /modifications to the power plant & machineries. However, the selected tenderer may, with the prior approval of BERI Society, add machinery like biomass cutters & conveyors only, in the biomass cutting area only, at his/her own cost, only for the purpose of improving the performance of this tendered O&M work. No payment will be made by BERI Society for this work. The selected tenderer shall pay BERI Society, at BESCO rates, the cost of electricity used for setting up & operating these added machinery. The selected tenderer shall remove all the added machinery at his/her cost after completion of the contracted work.

11. Conditional tender/part & incomplete tender/telegraphic tender/faxed tender/delated tender will not be accepted & the Earnest Money Deposit shall be forfeited to the BERI Society. Tender in sealed cover, shall be dropped in the Tender Box kept in the office of BERI Society, before the last date & time for receipt of tender. BERI Society reserves the right to accept or reject any or all tenders without assigning any reason thereof. BERI Society reserves the right to cancel this tender without assigning any reason thereof. Tender without EMD will be rejected. EMD shall be forfeited if the selected tenderer fails to sign the agreement.

12. The validity of the tender shall be 30 days (thirty days) from the date of opening the tender.

13. The selected tenderer will be informed of the acceptance of the tender by Registered Post Acknowledged Due & also by displaying the acceptance of the tender on the Notice Board of BERI Society registered office within 25 days from the date of tender. The selected tenderer within 25 days from the date of acceptance order as notified on the Notice Board of BERI Society /informed by RPAD to the selected tenderer, shall furnish the bank guarantee & execute an agreement in the prescribed form.

14. If the above dates are declared by Government as holidays, the activities will be carried out on the next working day.

15. The selected Tenderer shall observe & comply with all laws applicable to workmen employed by the selected Tenderer or by any of his sub contractor employed on the works. In the event of any default by way of non observance or non compliance of the said laws/rules on the selected Tenderers part or the sub contractors part, the selected Tenderer shall indemnify BERI Society against any liabilities & costs/expenses arising out of or in connection therewith.

16. BERI Society shall have the option to terminate the contract fully or partially if the Operation & Maintenance of the gasifier system & the evacuation of power to the grid is not in accordance with the schedule &/or there is a breach of contract/damage

to machinery during the currency of the Operation & Maintenance contract. In such case the selected Tenderer shall be fully liable for damages that BERI Society may sustain. BERI Society shall give two week prior written notice for such termination of work.

17. BERI Society shall have the option to extend the contract for a period of three years only, on the same terms & conditions, if the performance of the selected tenderer is found satisfactory. In such an event, the bank guarantee furnished by the selected tenderer, shall be extended six months beyond the extended contract period.

18. The selected tenderer shall not assign or transfer the contract or enter into sub contracts without the previous consent of BERI Society, in writing. All the machineries & equipments pertaining to the tendered gasifier system have expired warranties. Only the authorised agents of the manufacturers shall be allowed for servicing, repairs replacement of parts etc.

19. Any disputes or differences arising out or in connection with the contract & which cannot be amicably settled between BERI Society & the selected Tenderer shall be settled through arbitration. The Arbitrator will be appointed by the Development Commissioner, Govt. of Karnataka. The arbitration proceedings will be held in Bangalore , in English, under The Arbitration & Conciliation Act 1996.

20. The selected Tenderer shall continue to work under the agreement during the arbitration proceedings, unless otherwise directed in writing by BERI Society or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

21. Subject to the arbitration clause mentioned above, any suit or proceedings to enforce the rights of BERI Society & the selected Tenderer, shall be instituted in & tried in a competent Court in Bangalore.

22. Further details can be had during office hours from:

Member Secretary or Project Officer (Energy) BERI Society, FORTI Campus, (Arekere Mico Layout) Bannerghatta Road, Bangalore 560076. Tel: 080- 26484930, 26484931,26484601. Cell: Member Secretary 9844106462 / 9845493001. Project Officer (Energy) 9845493002.

Dt: 07 -05 -2012
Bangalore

Member Secretary
BERI Society

