

 PS:WR:SAS-NGP	BHARAT HEAVY ELECTRICALS LTD Regional Service Centre, PS-WR 345, Shree Mohini complex, Kingsway Nagpur – 440 001	- 2 - EPABX Phone No: 253 0641 (5 lines) Fax No: 0712- 2530640
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Ref: PUR/SER/NGP/05/30

Date: 21.02.06

To,
The Bidder

Sub: Provision of Transportation for manpower during Revival / Re-commissioning of Power Block II on Fast Track Basis at RGPPL at Dabhol. (REV 01)

Dear Sir,

INTRODUCTION

Ratnagiri Gas and Power Private Limited (RGPPL), a company jointly promoted by NTPC Ltd. and GAIL India Ltd. is the present owner of 2150 MW (Net capacity) Combined Cycle Plant and 5.0 MTPA integrated LNG facilities located at Dabhol near Village Anjanwel, District Ratnagiri of Maharashtra. The facilities were established in 1990s in a phased manner by erstwhile Dabhol Power Company (DPC) promoted by Enron, OBI (Overseas Bechtel Incorporated), General Electric, and Maharashtra Power Development Corporation Limited. M/s General Electric and M/s OBI were the equipment supplier of power plant. Assets of Dabhol Power Company have been legally transferred to RGPPL in September - 2005.

Dabhol Project is situated in Guhagaon Taluk of Ratnagiri District of Maharashtra state about 310 kms from Mumbai by road. The Project was constructed by M/S ENRON and was commissioned in May 1999 and was in operation till May 2000. In May 2001 all operations were suddenly stopped due to some reasons.



ENQUIRY DETAILS

We are glad to issue this tender enquiry and invite you to offer the most competitive and lowest rates against the same. You are requested to submit your offer to this office on or before the Last Date for Tender Submission as specified in this NIT or as extended later, which will be notified in this web page (www.bhel.com → Tender Notification → View Corrigendum).

1. The Technical Bids will be first opened at **1600** hours on the next working day after the last date for tender submission.
2. The price bids will be opened after scrutiny of the technical bids, in case it is not possible to complete scrutiny on the same day, then the bidders will be intimated in advance about the day of opening of the price bids. In the event of holiday, the due date/s will be extended to the next working day.

PROCEDURE FOR SUBMISSION OF OFFER:

Please note that it will be a two bid system, i.e. your offer along with requisite EMD and copy of this tender with all the pages excepting the price bid duly signed in acceptance of all the terms and conditions, shall be furnished in a sealed envelope marked as 'Technical Bid'. Tender Enq. No./Date, Name of the work, due dates and Name of the bidder – to be superscripted on the envelope.

The price bid shall be furnished in a separate sealed envelope marked as 'Price Bid' and superscribing Tender Enq. No./date, Name of the work, due date and name of the bidder. The above two envelopes shall be submitted in a Third sealed envelope, superscribing the same details as of other two envelopes.

Earnest money deposit, Scope of work, Special terms and conditions, Period of Services, Payment Terms, Taxes and duties, Mobilization at site, Validity of offer, Safety etc are mentioned in the enclosed document



Your tender should be accompanied by earnest money deposit of Rs.1,00,000/-. Tender received without specified/ adequate earnest money is liable for rejection.

Security Deposit: Clause no. 1.8.1, 1.8.2, 1.8.4, 1.8.6, 1.8.7 of our "General and special conditions of contracts" stands amended as below: (Contract Value is treated as monthly rates quoted)

1. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Indent must deposit the required amount as part amount towards Security deposit. The security Deposit is calculated as a **percentage of work order value of the vehicles deployed at site**. The EMD can also be converted into SD if the agency desires. Or else the rates of SD are specified in para(2) next./
2. The rate of Security Deposit shall be as below:

Upto Rs.10 Lakh	10%
Above Rs.10 Lakh upto Rs.50 Lakh	1 Lakh +7.5% of the amount exceeding Rs.10 Lakh.
Above Rs.50 Lakh	Rs.4 Lakh + 5% of the amount exceeding Rs.50 Lakh.
3. The security Deposit should be collected before start of the work by the contractor.
4. Security Deposit may be furnished in any one of the following forms :
 - i) Cash (as permissible under the Income Tax Act).
 - ii) Pay order, Demand Draft in favour of BHEL.
 - iii) Local Cheques of scheduled banks, subject to realization.
 - iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).



5. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
6. Fixed Deposit Receipt issued by Scheduled Banks / Public financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
7. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.
8. The security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against sl.no.(5) and (6) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

A copy of tender document with each page duly signed and stamped shall be submitted along with your offer as a token of your unconditional acceptance to these tender conditions.

Also any deviation to the tender conditions shall be submitted in a separate paper duly signed by the bidder, any overwriting / correction by the bidder on the tender will not be recognized and the offer may be rejected on this ground.



'General and special conditions of contract' enclosed herewith will be fully applicable, except otherwise stated in this enquiry. Incase of any conflict, the conditions specified in this tender enquiry letter will prevail over that of the 'General and special conditions of contract'.

Thanking you,

Yours faithfully,

Manager (Pur)

Encls:

1. CHECKLIST OF DOCUMENTS TO BE FURNISHED **(ANNEXURE -A)**
2. WORK DETAILS & SCOPE OF WORK **(ANNEXURE -B)**
3. PRICE SCHEDULE **(ANNEXURE -C)**
4. GENERAL AND SPECIAL CONDITIONS OF CONTRACT **(ANNEXURE -D)**



(ANNEXURE -A)

CHECKLIST OF DOCUMENTS TO BE FURNISHED WITH THIS TENDER:

1. Covering letter, all pages of this tender enquiry duly stamped and signed by authorized signatory in the technical bid sealed envelope **(ANNEXURE - B, C, D)**
2. Power of attorney / Authorization letter of the organization for the bidder, for submission of offer.
3. EMD: Reference no. and date of the money receipt of BHEL for EMD paid by you, to be mentioned in the above covering letter.
4. Price Bid in a sealed envelope **(ANNEXURE -C)**

First, technical bids will be opened and above documents scrutinized, If the documents are not found satisfactory, then the party may be called for discussion / clarification depending on time available with BHEL. In case of unsatisfactory details, the party will be disqualified and his price bid will not be opened.

In case of non furnishing of above documents without sufficient reasons, a party will be considered non-responsive and this will have negative impact on its overall performance rating record with BHEL.



(ANNEXURE-B)

WORK DETAILS & SCOPE OF WORK

We shall be requiring Taxi for Local as well as for outstation trips on Monthly Hire Basis. Please find enclosed a blank Rate Schedule. Interested parties are requested to submit their offer in the enclosed format duly filled and signed .

Terms & Conditions:

- 1) The work will be executed with the help of foreign experts / BHEL employees /Other Agencies. For estimation the agency may consider the average requirement as follows

- a) AC Vehicle = 15 Nos
- b) NON AC Vehicles = 10 Nos.

The requirement of vehicle can increase or decrease. The vehicle should be **TATA SUMO/BOLERO/QUALIS/SCORPIO OR Equivalent.**

Actual immediate requirement shall be mentioned in Letter of Award. This requirement shall vary from time to time based on the work progress.

- 2) Additional requirement for Taxi can be called at any point of time. Contractor should be able to arrange within 3 days from the notice by BHEL.
- 3) Driver should be neatly dressed and disciplined.
- 4) Only Vehicle registered and in Good condition latest model (Not Earlier than 2000 Model) shall be deployed.
- 5) Payments shall be released once in a month from Nagpur office.
- 6) Rates shall be Valid for 12 months from date of work order and shall be continued for further period of 12 months on mutually agreeable rates.
- 7) Agency should enclose a list of Vehicles owned by them giving Make and Registration Number.
- 8) Agency should follow RTO Rules as applicable. In case of Fine/Penalty same will be arranged by the agency.
- 9) All the problems related with accident and insurance will be handled by the Agency.
- 10) The maintenance of the vehicle is to be taken by the Agency. In case of maintenance of the vehicle, alternative arrangement with equivalent vehicle to be arranged without affecting the site activities. No extra payments will be given for the same.
- 11) The agency will give PAN no and the Service Tax Registration No along with the copy of Service Tax Registration Certificate.
- 12) BHEL reserves the right to terminate the Contract at any point of time without assigning any reason whatsoever.
- 13) BHEL General Terms and Condition of the contract shall be applicable.
- 14) The agency shall quote only the monthly rates as per price schedule. For estimation purpose following guidelines are given:
 - a) The vehicle shall be used for local transportation purpose within the site and anywhere in Ratnagiri District/ Chiplun /Guhagar /Anjanvel and nearest rly station (Chiplun).
 - b) The total distance travelled shall be approx 2000-2500 Km per month.



- c) The rates quoted do not have any relationship with the kilometer running.
- 15) In case ,the vehicle is used for outstation trips (such as To / From Airport and Railway station At Mumbai like CST,LTT,Dadar,Thane,Borivili etc) additional payments at a flat rate of Rs 8/- per Km for AC and Rs 6/- per Km for Non AC vehicles shall be paid which will be certified by BHEL engineer.
- 16)The supply of fuel for Vehicles/Mini Bus will be in the contractor's scope.
- 17) No additional payments on account of price variation of fuel and other consumables will be made by BHEL.
- 18)The quoted monthly rates shall be treated for 12 hours working in a day of 24 Hours. They may work in shifts of 12 Hours .
- a) Normal working day is considered as 12 hours of work or part thereof on any day including holidays and Sundays. Manpower may be distributed in shifts, if required.
- b) Work may be carried out on shift basis
- c) Weekly holidays may be arranged by the agency by deploying replacements for the manpower (Driver) being given weekly holiday
- d) Sunday will not be treated as the weekly holiday as the project is to be completed on fast track mode as per directives from ministry. All work on Sundays and any other National or Regional holidays for the plant is counted as normal working days. There will be no additional charges computed at any over time rate
- 19)Overtime to the Driver at the rate of Rs 50/- per Hour beyond 12 Hours of duty shall be paid.
- 20)In case of outstation if Toll Tax /any other tax is paid by the agency ,same shall be reimbursed after production of the receipt (The Clause No 2.8.4 of GCC is amended)
- 21) In case of the vehicle is utilized for a duration equal to or less than 15 days ,the payments shall be made on prorata basis .which is equal to HALF THE MONTHLY RATES. If the period of utilization is more than 15 days the payments shall be full one month.

MEDICAL FACILITIES

Free medical facilities as available with RGPPL in the nature of first –aid shall be provided if need arises, for Driver personnel during the period of stay at site.



(ANNEXURE - C)

PRICE OFFER

(To be submitted in bidders letterhead, and furnished in a separate sealed envelope, marked as `Price Bid`)

BHEL Ref: PUR/SER/NGP/05/30

Date: 21.02.06

Details of work: Provision of Transportation for manpower during Revival / Re-commissioning of Power Block II on Fast Track Basis at RGPPL at Dabhol.

As per BHEL Tender Enquiry No-----, Dated -----, and
Bidder's Technical Bid (offer) letter ref No. Dated

The Lump sum price for one month for AC Vehicle is Rs.-----

**(Rs) . This rate shall
be applicable for subsequent 10 months also.**

1) The Monthly rate for NON AC Vehicle will be 90% of AC Vehicle Rate

**SIGNATURE OF THE BIDDER
(WITH SEAL)**

NOTE :No comments/remarks/conditions other than asked for, shall be put by the bidder on any page. Extra condition from the bidder, if any, shall be put on letterhead in the 'technical bid' only.



(ANNEXURE- D)

GENERAL & SPECIAL TERMS & CONDITIONS

1.0. Period of Services:

The services shall be engaged for a period of FIVE MONTHS , which shall have the provision of extending the period for duration up to TEN MONTHS . In such event the monthly payment rate shall be the same. BHEL shall have the right to foreclose the contract anytime by giving a prior notice period of one month.

2.0. Earnest money deposit

Your tender should be accompanied by earnest money deposit as specified. Tender received without specified/ adequate earnest money is liable for rejection.

3.0. Payment Terms

- 1) 100% OF MONTHLY RATES SHALL BE RELEASED WITHIN 15 DAYS AFTER SUBMISSION AND DULY CERTIFICATION BY BHEL SITE INCHARGE.
- 2) THE FIRST BILL WILL BE PAID ALONGWITH SERVICE TAX. . IN THE SUBSEQUENT BILLS THE PROOF OF SERVICE TAX PAID FOR PREVIOUS BILL NEED TO BE PRODUCED (COPY OF CHALLAN/ / CERTIFICATE RECD FROM GOVT AUTHORITIES)

5.0. Taxes and duties

The lump sum rates quoted by you shall be EXCLUSIVE of all the taxes, service tax and duties. Taxes deductible at source shall be deducted from your bills while making payments from this office.

6. 0 Mobilization of site

The Agency shall start site mobilization immediately within 3 days after placement of LOA (Letter of Award) by BHEL or on intimation by BHEL.

7. 0 Delays

In case of non availability of a vehicle on any account a penalty at a rate of Rs 2000/- per day shall be imposed.. (Clause No 3.3.1 of GCC is amended)



8.0 Validity

Your offer should remain valid for a minimum of 12 months from the date of opening of the tender.

7.0. Other conditions:

- a. A copy of tender document with each page duly signed and stamped shall be submitted along with your offer as a token of your unconditional acceptance to these tender conditions.
- b. Also any deviation to the tender conditions shall be submitted in a separate paper duly signed by the bidder, any overwriting / correction by the bidder on the tender will not be recognized and the offer may be rejected on this ground.
- c. 'General and special conditions of contract' enclosed herewith will be fully applicable, except otherwise stated in this enquiry. Incase of any conflict, the conditions specified in this tender enquiry letter will prevail over that of the 'General and special conditions of contract'.
- d. First, technical bids of bidders will be opened and above documents scrutinized, If the documents are not found satisfactory, then the party may be called for discussion / clarification depending on time available with BHEL. In case of unsatisfactory details, the party will be disqualified and his price bid will not be opened.
- e. The tender document should be submitted along with Cost of Tender document by a/c payee Demand Draft in favour of BHEL. Or the receipt of cash payments from BHEL
- f. The EMD amount should be given along with technical Bid document by a/c payee demand Draft in favour of BHEL.

