



Ref: BHE/PW/PUR/SLPP-BOP/451/Amd-01
To,

Dated: 30.03.2007

ALL BIDDERS

Dear Sir,

SUB : Amendment- 01- EXTENTION OF LAST DATE, AMENDMENT IN PERIOD OF COMPLETION OF CHIMNEY, REVERSE AUCTION PROCESS- Reg

JOB:CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS FOR BOP (BALANCE OF PLANT) INCLUDING PLANT BOUNDARY WALL, ROADS & DRAINS, LAND DEVELOPMENT ETC. **AND** CONSTRUCTION OF TWIN FLUE RCC CHIMNEY OF HEIGHT 122M WITH STEEL LINERS USING SLIPFORM SHUTTERING EQUIPMENT ETC COMPLETE AT 2 X 125MW SURAT LIGNITE POWER PLANT (EXPANSION UNIT 3 & 4), GUJARAT INDUSTRIES POWER COMPANY LIMITED, SURAT LIGNITE POWER PLANT, VILLAGE-NANI NAROLI, TAL-MANGROL, DIST- SURAT, GUJARAT STATE, (GUJRAT)

Ref: Specification No. BHE/PW/PUR/SLPP-BOP/451

Bidders may please refer NIT of above tender specification wherein we have mentioned that "BHEL reserves the right to adopt the process of "REVERSE AUCTION" among the venders who qualify in the technical bid."

BHEL has decided to adopt the process of Reverse Auction for above referred tender. The process of Reverse Auction shall be as per Annexure- RA (12 pages) attached with this amendment.

Bidders who do not agree to the process of Reverse Auction will be disqualified.

Bidders may pl refer Tech Bid-Part-I-Vol-I (Chimney)- Section 11- The period of completion of chimney work was mentioned as 18 months by mistake which has been amended as 14 months. Now the period of completion for construction of chimney work shall be 14 (fourteen) months .Due to this change, we have amended total Section-11 which is enclosed herewith.

Due date of offer submission is rescheduled to 16/04/2007- 18.00Hrs. Bidders are now requested to submit their offer on or before 16/04/2007.

Bidders may please download these documents from web and enclose copy of same (un-priced) with technical bid duly signed by your authorized signatory and stamped with official seal as a token of your unqualified acceptance of this amendment.

All other terms & condition of the tender specification shall remain unchanged unless and otherwise expressly amended by BHEL.

Thanking you.
Yours faithfully

S. M. BORKAR
SR. MANAGER (PURCHASE)

SECTION-11

SPECIAL CONDITIONS

11.0 TIME SCHEDULE - MOBILISATION - PROGRESS AND MONITORING - COMPLETION, ETC.

11.1

The contractor has to mobilize his T & Ps like construction equipments for excavation , PCC, Batching plant/mini batching plant etc and construction materials, resources and work force in such a manner that the entire work of the subject package is completed within **14 (Fourteen months)** from the date of issue of the letter of award, however **fourteen months** contract period is further divided in milestones for review & monitoring of progress:

Sl. No.	ACTIVITY	PERIOD FROM DATE OF LETTER OF AWARD
01	COMPLETION OF FULL MOBILISATION, INCLUDING CONSTRUCTION EQUIPMENTS, EXCAVATION, PCC, RAFT FOUNDATION COMPLETION, SLIP FORM ERECTION COMPLETION.	FROM 0 TO END OF 2 th MONTH
02	SHELL CONCRETING (75%- APPROX.) TO BE COMPLETED, PREPARATION OF DETAILED FABRICATION DRAWINGS FOR FLOOR BEAMS & STEEL FLUE LINER, FABRICATION OF FLOOR BEAMS & STAIR CASE (60%), FABRICATION OF FLUE LINER (30%)	FROM 3 RD TO 7 TH MONTHS
03	BALANCE SHELL CONCRETING (25%) TO BE COMPLETED, FABRICATION OF REMAINING FLOOR BEAM & STAIR CASE (40%), FABRICATION OF BALANCE STEEL FLUE LINER (60%), ERECTION OF ALL FLOOR BEAM & STAIRCASE 100% COMPLETION.	FROM 8 TH TO 11 TH MONTH
04	FABRICATION OF REMAINING FLUE LINER (10%) COMPLETION, ERECTION OF FLUE LINER (40%) COMPLETION, ELECTRICAL WORK (30%). HAND RAILS	FROM 11 th TO 13 th MONTHS
05	Erection of balance steel flue liner (60%), completion of balance electrical works (70%) completion, completion of all misc. Works viz. Final painting, all works completion including statutory clearance, p & g tests for chimney elevator etc. COMPLETE & HANDED OVER TO BHEL/BSECL.	BY THE END OF 14 ^H MONTH.

However the contractor has to make all efforts to complete the RCC TWIN FLUE STEEL LINED chimney as per BHEL boiler light work programmed within quoted rate in line with L-1 schedule.

11.1.1 GRACE PERIOD: THREE MONTHS GRACE PERIOD SHALL BE GRANTED FOR THIS CONTRACT BEYOND THE CONTRACT PERIOD. HOWEVER THE CONTRACTOR SHALL MAKE ALL OUT EFFORTS TO COMPLETE THE WORK WITHIN 14TH MONTHS.

11.1.2

THE DATE OF COMMENCEMENT FOR THE PURPOSE OF START OF NORMAL COMPLETION SCHEDULE WILL BE THE DATE ON EXCAVATION WORK FOR CHIMNEY RAFT STARTED IS STARTED AND LAYOUT IS MADE. **FOR THE PURPOSE OF OVERALL COMPLETION, DATE OF START OF EXCAVATION WORK SHALL BE CONSIDERED.**

11.1.3

The contractor should reach site and establish his site office and mobilize to commence the work as per directions of BHEL engineer. The date of commencement of the work shall be the date on which the excavation for raft foundation started.

11.2 CONSTRUCTION SCHEDULE: - THE CONTRACTOR SHALL FURNISH THE L2/L3 CONSTRUCTION SCHEDULE AREA WISE BASED ON THE ABOVE MILESTONES/L1 SCHEDULE WITHIN 30 DAYS OF ISSUE OF LOI. CONTRACTOR SHALL DRAW MONTHLY COMPLETION PROGRAMME ALONGWITH THE BHEL ENGINEER FOR VARIOUS ACTIVITIES. CONTRACTOR TO ARRANGE ALL THE INPUTS LIKE CEMENT AND ALL OTHER MATERIALS FOR COMPLETION OF THE PROJECT UNDER THIS CONTRCAT IN TOTALITY, **PREPARATION OF DETAILED FABRICATION DRAWING BASED ON ENGG. DRAWING ISSUED FROM BHEL – PEM, NEW DELHI, FABRICATION & ERECTION OF STEEL LINERS, CONSTRUCTION WATER, AND CONSTRUCTION POWER ETC. THE ENTIRE WORK HAS TO BE COMPLETED IN 18 MONTHS.**

PREPARATION OF DETAILED FABRICATION DRAWING BASED ON ENGG. DRAWING ISSUED FROM BHEL – PEM, NEW DELHI IS IN THE SCOPE OF CONTRACTOR

11.3 PROGRESS AND MONITORING OF WORK:-

11.3.1

It is the responsibility of the contractor to provide all the relevant information on a regular basis regarding progress of activity/work

11.3.2

THE CONTRACTOR SHALL SUBMIT DAILY, WEEKLY AND MONTHLY PROGRESS REPORTS, MANPOWER REPORTS, MATERIAL CONSUMPTION AND STOCK REPORTS, EQUIPMENT STATUS REPORTS ETC. THE PROGRESS REPORTS SHALL INDICATE THE PROGRESS ACHIEVED AGAINST PLANNED WITH REASONS INDICATING THE DELAYS, IF ANY. THE REPORT SHALL ALSO GIVE THE REMEDIAL ACTIONS WHICH THE CONTRACTOR INTENDS TO MAKE GOOD THE SLIPPAGE OR LOST TIME SO THAT FURTHER WORK PROCEED AGAIN AS PER THE ORIGINAL PROGRAMME AND THE SLIPPAGE DO NOT ACCUMULATE AND AFFECT THE OVERALL PROGRAMME.

11.3.3

ANY OTHER INFORMATION THAT IS REQUIRED FOR DECISION MAKING, PLANNING AND ACTION TAKING, THE CONTRACTOR SHOULD FURNISH THE SAME. THE TENTATIVE FORMAT FOR VARIOUS REPORTS WILL BE PRESCRIBED AT SITE BY BHEL.

11.3.4

THE WORK UNDER THE SCOPE OF CONTRACTOR WILL BE DEEMED TO BE COMPLETE IN ALL RESPECTS ONLY WHEN SO CERTIFIED BY BHEL ENGINEER. THE DECISION OF BHEL IN THIS REGARD SHALL BE FINAL AND BINDING ON THE CONTRACTOR

11.3.5

The contractor shall submit daily, weekly and monthly progress reports, manpower reports, material reports, equipment reports, T & P reports etc. The progress reports shall indicate the progress achieved against planned with reasons indicating the delays, if any. The report shall also give the remedial actions, which the contractor intends to make good the slippage or lost time so that further works again proceed as per the original program and the slippage do not accumulate and affect the overall program.

11.3.6

Any other information required for decision-making, planning and action taking, the contractor should furnish the same. The tentative format on daily report for labour, tools and plants, equipments, instruments are given in appendix. The other reports on daily, weekly and monthly erection progress shall be furnished as per the formats required by BHEL.

11.3.7

The work under the scope of contractor is deemed to be completed in all respects, only when all the activities vide clause 11.1 are completed satisfactorily and so certified by BHEL engineer. The decision of BHEL in this regard shall be final and binding on the contractor.

11.4 ASCERTAINING AND ESTABLISHING THE REASONS FOR SHORTFALL

IN ORDER TO ESTABLISH THE REASONS LEADING TO EXTENSION OF THE CONTRACT PERIOD A REGULAR REVIEW OF PERFORMANCE AS STATED VIDE CL. 11.4 WILL BE MADE CONSIDERING THE AVAILABILITY OF COMPONENTS FOR CIVIL WORKS COMPLETION AND OTHER INPUTS/CONSTRAINTS OVER WHICH THE CONTRACTOR HAS NO CONTROL. THE PROGRAMME WILL BE REVIEWED AREA-WISE AND THE FOLLOWING FACTS WILL BE RECORDED IN CASE OF SHORTFALL AT THE END OF EVERY MONTH IN THE PRESCRIBED **FORMAT PUR – F06:**

A) CIVIL WORK COMPLETION SCHEDULE NOT ACHIEVED OWING TO NON-AVAILABILITY OF FRONTS.

CIVIL WORK COMPLETION SCHEDULE NOT ACHIEVED OWING TO NON-AVAILABILITY OF MATERIALS BY CONTRACTOR.

C) CIVIL WORK COMPLETION SCHEDULE NOT ACHIEVED OWING TO NON-AVAILABILITY OF TOOLS AND PLANTS, MANPOWER AND CONSUMABLES BY

THE CONTRACTOR OR ANY OTHER REASON ATTRIBUTABLE TO THE CONTRACTOR.

- D) CIVIL WORK COMPLETION SCHEDULE NOT ACHIEVED DUE TO ANY OTHER REASONS NOT ATTRIBUTABLE TO THE CONTRACTOR.

11.5 Contract Extension

11.5.1

If the completion of work as detailed in these specification gets delayed beyond the end of contract period and grace period then depending on the balance work left out, BHEL at its discretion may extend the contract.

11.5.2

A joint programme shall be drawn for the work to be completed during the extended contract period. Review of the program and record of shortfall as describe vide clause 11.2.2 shall be done during the extended period. The overrun charges will be paid in proportion to the achievement of the respective month vis-à-vis the plan for the month (for assessing the performance, the agreed plan shall be reduced by shortfall attributable to the BHEL). BHEL may disallow contractor's claim for over run charges, if the monthly programme as mentioned here not made by him.

11.5.3

The part of extension attributable to the contractor, if any, in total contract extension shall be exhausted first i.e. immediately after end of grace period. This shall be followed by the extension on account of force majeure conditions, if any, and lastly on account of BHEL.

11.6 COMPENSATION FOR DELAY:-

11.6.1 If the contractor fails to complete the work under the scope of work in this contract/as per tender schedules, within the time specified in the specification or within any extension (for reasons not attributable to contractor), he shall, without prejudice to any other right or remedy of BHEL on account of such breach, **pay compensation (penalty) to BHEL**. The above agreed compensation shall be a penalty equivalent to 1/2 % (HALF percent) of the total contract price, excluding elements of taxes, duties etc. if any, per week or part thereof of the delay subject to a maximum of 10% (ten percentage) of the total executed price excluding elements of taxes, duties etc. (Also refer cl no 2.7 of GCC)

11.6.2 BHEL shall deduct the amount of such compensation from any money due or which may become due to the contractor and/or recover such compensation from the bank guarantees / security deposit of the contractor. To be entitled to impose such compensation, BHEL will not be required to prove that BHEL has incurred such amount as actual damage.

11.6.3 BHEL reserves the right to purchase from elsewhere on account of and at the risk & cost of the contractor without notice to the contractor of the equipment/materials not so delivered, without cancelling the order/contract in respect of the equipment/materials not yet due for delivery.

11.7 PRICE VARIATION: IN ORDER TO TAKE CARE OF VARIATION IN THE COST OF EXECUTION OF WORK, ON EITHER SIDE, DUE TO VARIATION IN THE INDEX OF LABOUR, DIESEL AND OTHER MATERIALS LIKE CEMENT ETC USED IN THE WORK, THE FOLLOWING PRICE VARIATION FORMULA SHALL BE APPLICABLE. **(AS SUCH PVC GIVEN IN GCC CL NO: 2.16 SHALL NOT BE APPLICABLE)**

11.7.1

THE BASIS FOR CALCULATION OF PRICE VARIATION UNDER EACH CATEGORY, THEIR COMPONENT, BASE INDEX/PRICE AND BASE DATE OF ACCOUNTING OF INDEX/PRICE SHALL BE AS UNDER:-

SL.N O.	CATEGORY	COMPONE NT	BASE INDEX/PRICE	BASE DATE
a)	LABOUR OF ALL CATEGORIES	30%	CONSUMER PRICE INDEX FOR INDUSTRIAL WORKERS (GENERAL), APPLICABLE TO "ALL INDIA" AS PUBLISHED BY LABOUR BUREAU, SHIMLA	LAST DATE OF SUBMISSION OF TENDER (WITH EXTENDED DATE, IF ANY)
b)	DIESEL OIL	5%	PRICE OF HS DIESEL AT PUMP OF INDIAN OIL CORPORATION/BPCL/HPCL NEAREST TO THE PROJECT SITE.	-DO-
c)	CEMENT	30%	WHOLE SALE PRICE INDEX FOR CEMENT PUBLISHED BY MINISTRY OF COMMERCE AND INDUSTRY (www.eaindustry.nic.in)	-DO-

11.7.2

PAYMENT/RECOVERY DUE TO VARIATION IN INDEX/PRICES SHALL BE DETERMINED ON THE BASIS OF THE FOLLOWING NOTIONAL FORMULA WITHOUT ANY INITIAL ABSORPTION, IN RESPECT OF THE IDENTIFIED COMPONENTS VIZ. LABOUR, MATERIALS (OTHER THAN THOSE ISSUED BY BHEL), AND DIESEL.

$$A = K \times R \times \frac{(X_n - X_o)}{X_o}$$

WHERE

A = AMOUNT TO BE PAID/RECOVERED DUE TO VARIATION IN THE INDEX FOR LABOUR, MATERIAL AND PRICES FOR DIESEL .

K = PERCENTAGE COMPONENT OF LABOUR, MATERIALS AND DIESEL AS INDICATED IN COLUMN NO.3 ABOVE.

R = VALUE OF WORK DONE FOR THE BILLING MONTH

X_n = REVISED INDEX NUMBER FOR LABOUR, CEMENT AND PRICE FOR DIESEL ON THE DATE SUBSEQUENT TO THE BASE DATE AS INDICATED IN THE COLUMN NO.5 OF THE ABOVE TABLE (I.E. FOR THE WORK BILL MONTH UNDER CONSIDERATION)

X_o = INDEX NO. FOR LABOUR, CEMENT AND PRICE FOR DIESEL AS ON THE BASE DATE INDICATED IN THE COLUMN NO.5 OF THE ABOVE TABLE.

11.7.3

THE CONTRACTOR SHALL PRODUCE NECESSARY "PRICE LIST" FOR DIESEL FROM NEAREST DIESEL OIL DEALER AND "MONTHLY BULLETINS" ISSUED BY LABOUR BUREAU, SHIMLA AND RBI BULLETINS FOR ALL COMMODITIES FOR APPLICATION OF PRICE VARIATION AS REQUIRED IN THE NOTIONAL FORMULA MENTIONED ABOVE.

11.7.4

THE CONTRACTOR WILL BE REQUIRED TO RAISE THE BILLS FOR PRICE VARIATION ON A MONTHLY BASIS ALONGWITH THE RUNNING BILLS IRRESPECTIVE OF THE FACT WHETHER ANY INCREASE/DECREASE IN THE CONSUMER PRICE INDEX FOR LABOUR, MATERIAL (OTHER THAN ISSUED BY BHEL) AND PRICE OF DIESEL OIL HAS TAKEN PLACE OR NOT. IN CASE IF THERE IS DELAY IN PUBLICATION OF BULLETINS (FINAL FIGURE), THE PROVISIONAL VALUE AS PUBLISHED CAN BE CONSIDERED FOR PAYMENT/RECOVERY ON ACCOUNT OF VARIATION AND THE ARREARS SHALL BE PAID/RECOVERED ON GETTING THE FINAL VALUES.

11.7.5

PRICE VARIATION SHALL BE APPLICABLE ON THE **REVISED/ENHANCED** RATES (IF ANY), BUT SHALL NOT BE APPLICABLE FOR ANY **EXTRA WORK**.

11.7.6 VALIDITY PERIOD FOR PVC

THE ABOVE PVC SHALL BE APPLICABLE FOR TOTAL CONTRACT PERIOD OF **14 MONTHS** PLUS ACCEPTED EXTENDED PERIOD, IF ANY, DUE TO NO FAULT OF CONTRACTOR. PRICE VARIATION DURING THE ENTIRE EXTENDED PERIOD ON CONTRACTOR'S ACCOUNT, IF ANY, WILL BE APPLIED ON THE INDEX FROZEN FOR THE MONTH PRECEDING START OF SUCH EXTENDED PERIOD ATTRIBUTABLE TO THE CONTRACTOR.

11.7.7

THE TOTAL QUANTUM OF PRICE VARIATION SHALL NOT EXCEED FIFTEEN PERCENTAGE (15%) OF THE CONTRACT PRICE/AWARDED VALUE OF CONTRACT EXCLUDING EXTRA ITEM OF WORKS (IF ANY)

11.7 REVISION OF ACCEPTED CONTRACT RATE

NO. REVISION OF RATES SHALL BE APPLICABLE IN THE EVENT, THE COMPLETION PERIOD IS EXTENDED FOR ANY REASON WHATSOEVER.

11.8 VARIATION IN CONTRACT PRICE

THE QUANTITIES OF VARIOUS ITEMS MENTIONED IN THIS TENDER ARE APPROXIMATE AND MAY VARY UP TO ANY EXTENT OR MAY BE DELETED ALTOGETHER AND THE CONTRACTOR HAS NO CLAIM ON THIS ACCOUNT THE QUOTED RATE OF EACH ITEM SHALL REMAIN FIRM AS LONG AS THE VARIATION IN THE TOTAL VALUE OF WORK EXECUTED UNDER THIS CONTRACT, INCLUDING EXTRA ITEMS IF ANY, REMAIN WITHIN **PLUS OR MINUS 30 (THIRTY PERCENT)** OF THE CONTRACT VALUE AS PER DESIGN CONSIDERATIONS. THE TENDERER HAS TO KEEP THEIR QUOTED RATES FIRM UP TO VARIATION OF MINUS 30% ON THE BASIC CONTRACT VALUE. IN CASE THE ACTUAL VALUE OF EXECUTED WORK ON COMPLETION OF WORK BECOMES **LESS THAN 70%** OF THE BASIC CONTRACT VALUE THEN THE FOLLOWING METHOD SHALL BE ADOPTED. THE ACTUAL EXECUTED VALUE SHALL BE RAISED BY 7% OF THE EXECUTED VALUE SUBJECT TO THE CONDITION THAT TOTAL VALUE OF WORK EXECUTED PLUS INCREASE BY 7% AS ABOVE SHALL BE LIMITED TO 70% OF THE BASIC CONTRACT VALUE. THE RATE QUOTED SHALL BE FIRM IRRESPECTIVE OF ANY UPWARD VARIATION IN THE CONTRACT PRICE.

IT IS FURTHER CLARIFIED THAT THE ENHANCEMENT/RATE REVISION @ 7% ON THE BASIC RATE AS PER CLAUSE NO. 11.7 SHALL NOT BE ACCOUNTED FOR THE PURPOSE OF OPERATING THIS CLAUSE (CLAUSE No. 11.8).

11.9

THE CONDITIONS STIPULATED VIDE CLAUSES 2.8.3 AND 2.8.4 OF GENERAL CONDITIONS OF CONTRACT INCLUDE WITHIN THEIR PURVIEW ALL TAXES AND DUTIES AND VARIATION IN WAGES/SALARIES /BENEFITS FOR ANY REASON WHATSOEVER WHICH ARE ALL TO BE BORNE BY THE CONTRACTOR.

11.10 INTERST BEARING RECOVERABLE ADVANCE.

Interest bearing (@ 13.5% per annum interest on monthly reducing balance basis) recoverable advance limited to 5% of the contract value may be paid by BHEL at its discretion depending on the merit of the case against receipt & acceptance of bank guarantee from the contractor for the amount sought. This Bank Guarantee (BG) shall be valid at least for one year or the recovery duration. In case recovery of dues does not get completed within the aforesaid BG validity period, the Contractor must renew the validity of BG or submit fresh BG for the outstanding amount and remaining recovery period. BHEL is entitled to make recovery of the entire outstanding amount in case the Contractor fails to comply with the BG requirement as above.

Recovery of dues will be made minimum @ 10% of the admitted gross running bill amount from the first applicable running bill onwards till entire due (principal plus interest) is recovered. In the event sufficient time duration is not left for recovery @10%, the rate of recovery shall be suitably enhanced so that entire due is recovered within the contract period (including extensions granted or foreclosure if any).

11.11 SECURED ADVANCE:

Interest free secured advance up to a maximum 75% of the supply value as given in paid up purchase voucher (without transportation/ freight charges) of the following materials required for incorporation in the permanent works and brought at site duly certified by Engineer shall be payable to contractor.

Steel (Access doors/rolling shutters/louvers/hand rails/mild steel etc.)

MS, CI & GI rain water pipes

Acid resistance tiles and mortars

Rock wool insulation materials

Tar felt materials

HT/HSFG Bolts, Nuts, Washers etc. and gratings.

Anchor fasteners.

Paints

Electrical items

Cement

The claim for secured advance is to be given in the prescribed form. A formal deed of hypothecation is to be drawn up on non-judicial stamp paper under which BHEL secured a lien on the materials and safeguarded against losses due to contractor postponing the execution of the work due to storage or misuse of materials and

against expenses incurred on their watch and safe custody. Secured advance shall be adjusted in the interim bills prorated to work billed (i.e. on actual consumption & wastage if any).

No secured advance will be paid by BHEL against value of any erection equipment brought to site by the contractor.

11.12 Definition of Work Completion

The contractor's scope of work under these specifications will deem to have been completed in all respect, only when all the activities are completed satisfactorily and so certified by BHEL site in charge. The decision of BHEL in this regard shall be final and binding on the contractor.

11.13 SPLITTING OF WORK

BHEL reserves the right to split up the work and award to more than one agency in case contractor fails to provide adequate resources, manpower etc. to achieve the desired progress of work

11.14 EXTRA/ADDITIONAL ITEMS OF WORK: -

If any extra or additional items, which are not incorporated in the BOQ schedule, have to be executed by the contractor, the rate of such extra or additional work shall be as per the following:

The rate of such items shall be derived, if possible, from the available rates, agreed upon in the rate schedule of this contract.

If the items are covered under CPWD- DSR schedule, the rate shall be arrived as per the latest version with applicable escalation.

If the items are not covered under above schedule, the rates have to be mutually agreed upon on the basis of prevailing market rates for which all documentary evidences as required by BHEL shall have to be produced by the contractor. Decision of BHEL in such cases shall be final and binding on the contractor.

(ANNEXURE -RA) REVERSE AUCTION PROCESS

The following document shall be a part of Technical Bid – Part - I of Tender Specification No. BHE/PW/PUR/**SLPP-BOP/451**

Bidders may refer NIT for this tender wherein it is mentioned that “BHEL reserves the right to adopt the process of Reverse Auction among the vendor who gets qualified in technical bid.

The process and documentation required for the Reverse Auction shall be as mentioned below:

First, technical bids of the offers submitted by the bidders will be opened by BHEL and documents will be scrutinized, If the documents are not found satisfactory, then the Bidder may be asked to submit the relevant documents depending on time available with BHEL. In case of unsatisfactory details, the Bidder will be disqualified and will not be able to participate in price bid process.

- 1) Bidders have to submit a certificate of their acceptance to the terms/ conditions/ modality given in this amendment for participating in the reverse auction.
- 2) Bidders who gets qualified in technical bid will be intimated by BHEL. Then, the Bidder is required to submit the **Agreement Form (Process Compliance Form – RA-3)** duly signed to C1 India Pvt. Ltd. by (AUCTION DATE). After receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
- 3) After completion of reverse auction process: Successful Bidder shall be required to submit the final prices, quoted during the English Reverse (no ties) in given Format after the completion of Auction to C1 India and BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
- 4) Bidders are required to sign all the pages of this Amendment as a token of unconditional acceptance of the process of Reverse Auction and submit along with the Technical Bid.

If documents as above are not furnished alongwith the Technical Bid , Bidder will be considered non-responsive and will be disqualified from the tendering process.

REVERSE AUCTION

Business Rule & terms & conditions of reverse auction

BUYER NAME	BHARAT HEAVY ELECTRICALS LIMITED POWER SECTOR WESTERN REGION, NAGPUR
AUCTION TO BE CONDUCTD BY	C1 INDIA PVT. LTD. D-5, DEFENCE COLONY NEW DELHI- 110024 https://auctions.gate2biz.net
JOB DESCRIPTION	CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS FOR BOP (BALANCE OF PLANT) INCLUDING PLANT BOUNDARY WALL, ROADS & DRAINS, LAND DEVELOPMENT ETC. AND CONSTRUCTION OF TWIN FLUE RCC CHIMNEY OF HEIGHT 122M WITH STEEL LINERS USING SLIPFORM SHUTTERING EQUIPMENT ETC COMPLETE AT 2 X 125MW SURAT LIGNITE POWER PLANT (EXPANSION UNIT 3 & 4), GUJARAT INDUSTRIES POWER COMPANY LIMITED, SURAT LIGNITE POWER PLANT, VILLAGE-NANI NAROLI, TAL- MANGROL, DIST-SURAT, GUJARAT STATE, (GUJRAT) <u>T. S. No. – BHE/PW/PUR/SLPP-BOP/451.</u>
DATES FOR ON-LINE TRAINING TO VENDERS	Will be informed later by BHEL
DATE OF AUCTION	Will be informed later by BHEL
DOCUMENTS ATTACHED	<ol style="list-style-type: none"> 1) Business rule for reverse auction (RA-1) 2) Terms & conditions of reverse auction (RA-2) 3) Process Compliance Statement (RA-3) 4) Final price quoted during reverse auction (RA-4) 5) Opening bid amount same as quoted in sealed price bid.(RA-5) 6) Contact information- (RA-6)

RA-1

Business Rules

JOB : CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS FOR BOP (BALANCE OF PLANT) INCLUDING PLANT BOUNDARY WALL, ROADS & DRAINS, LAND DEVELOPMENT ETC. AND CONSTRUCTION OF TWIN FLUE RCC CHIMNEY OF HEIGHT 122M WITH STEEL LINERS USING SLIPFORM SHUTTERING EQUIPMENT ETC COMPLETE AT 2 X 125MW SURAT LIGNITE POWER PLANT (EXPANSION UNIT 3 & 4), GUJARAT INDUSTRIES POWER COMPANY LIMITED, SURAT LIGNITE POWER PLANT, VILLAGE- NANI NAROLI, TAL- MANGROL, DIST- SURAT, GUJARAT STATE, (GUJRAT)**T. S. No. – BHE/PW/PUR/SLPP-BOP/451.**

BHEL shall finalize the contract for above through Reverse Auction mode. BHEL has made arrangement with M/s C1 India Pvt. Ltd., Delhi, who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below.

1. Computerized reverse auction shall be conducted by BHEL, on the date intimated by BHEL, while the vendors shall be quoting from their own offices/ place of their choice. **Internet connectivity shall have to be ensured by each agency themselves. In extreme case of failure of Internet connectivity, (due to unforeseen circumstances- not power failure), fax communication shall have to be made immediately.** BHEL/M/s C1 India Pvt. Ltd. may decide to extend the bidding time, at their discretion, but not as right of the Bidder.
2. M/s C1 India Pvt. Ltd. shall arrange to demonstrate/ train your nominated person(s), without any cost to you. They shall also explain to the Bidders, all the Rules related to the Reverse Auction/ Business Rules Document to be adopted along with Bid Manual. **You are required to give your compliance on it before start of bid process.**
3. **Procedure of Reverse Auctioning**
 - i. **Online sealed bid:** The opening bid of the bidders as communicated online to C1 India Pvt. Ltd. shall be same as that quoted in their Final Sealed Price Bid (hard copy) submitted to BHEL alongwith their offer. The "Opening Bid" amount shall also be the same as the Total amount as given in the Excel Sheet (Soft copy) furnished to C1 India Pvt. Ltd. C1 India Pvt. Ltd. Shall cross check the "Opening Bid" amount with the Total Amount as given in Excel sheet. If the two amounts are not the same, the Bidder's offer shall not be considered for further processing. While submitting their offer to BHEL, **the bidders shall confirm in writing to BHEL that their Opening Bid will be the same as that quoted in their final sealed Price Bid (hard copy) submitted to BHEL, against the Tender Enquiry (Format No-RA5).** If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
 - ii. **Bidders may please note that in case BHEL decides to take up both the civil work of BOP & Chimney, then opening price for reverse auction shall be total of price quoted by bidder for BOP & Chimney**

- iii. In case BHEL decides to take up only the civil work of BOP (i.e. excluding work of Chimney) then, bidder have to submit the excel sheet of price bid for BOP to M/s C1 India after uniformly applying the impact (Format- “F-PI-01”) on all the items of BOP-Package. The opening price for reverse auction shall be the price given in excel sheet after considering the impact..
- iv. **English Reverse (no ties) {Dynamic Reverse Auction} : Opening Price (OP)** for starting the Reverse Auction will be the lowest Online Sealed Bid submitted online to C1 India Pvt. Ltd. Opening Price shall be visible to all the vendors at the start of the Dynamic Reverse Auction.. C1 India Pvt. Ltd. will start the Reverse Auction process, after due verifications of “Opening Bid” amount, as detailed at Sl. No. 1 above. You shall be required to start bidding now, from this Opening Price.
- v. The **Minimum Bid Decrement** amount shall be specified by BHEL before start of bidding.
- vi. Bidder has to submit the price bid in excel sheet as given by M/s C1 India Pvt. Ltd.. In this excel sheet, bidder has to fill the item rates in figures. **Bidders are to note that the Excel Sheet that will be provided to Bidders will be a Protected Worksheet In this worksheet the columns where Rates for individual Items (in figures) are to be filled in by the Bidder alone will be unprotected. Rates in figures will be automatically converted to words in the column for Rate in words. Conversion to words is being done through a macro. Bidders are required to take care of the settings of the computer to enable this macro to run. For this purpose, following shall be ensured: To enable the Macros – Tools→Macro→Security. Set Security to “Medium”. Close all the Microsoft Office Applications. Again open the file and enable the macros. This excel sheet will then automatically calculate the amount for each item and total cost of all items put together. Kindly note that Price Bids in Excel Sheet are prepared in Windos-2003**
- vii. During reverse auction, **bidders have to give decrement only on the total cost. Bidders are not allowed to change any item rate as given in Excel sheet.**
- viii. Bidder should ensure that the rates quoted in excel sheet should be same as quoted in Price Bid (Hard copy of excel sheet) submitted directly to BHEL. In case of any variation in the rates of excel sheet (soft copy) and hard copy submitted by bidder as a sealed price bid, BHEL will disqualify the bidder and his price will not be considered for evaluation of bid.
- ix. All Bidders will be provided with Alias names which will be displayed on the screen. Central Public Sector Enterprises (CPSEs) Bidders will have their name displayed as “PSU”. The prices quoted by all the Bidders along with their Alias names will be on display. As per the Purchase Preference Policy (PPP) for CPSEs, Purchase Preference will be granted to the CPSEs at the Lowest valid Price Bid (L1), if the price quoted by the CPSE is within 10% of L1 Price, subject to fulfillment of other conditions as stipulated in the Office Memoranda issued by the Govt. of India in this regard. As Public Sector Purchase Preference will be available to the CPSE Bidders, Non-CPSE Bidders may have to manually calculate the effective quote of CPSE Bid by

multiplying with a Factor 0.9 (Zero point nine) for evaluating the competitiveness of the price they desire to quote and put their bids accordingly. Similarly, CPSE Bidders can see the lowest Bid of Non-CPSE bidders and put their bid accordingly.

- x. After the completion of Auction – Dynamic Sealed Bids, the **Closing Price (CP)** shall be available for further processing.
- 4. **Successful vendor shall be required to submit the final prices, quoted during the Auction – Dynamic Sealed Bids, in given Format after the completion of Auction to BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.**
- 5. **Considering the initial quoted price and final quoted price after the reverse auction, BHEL will proportionately reduce the rates of individual items. (i.e. suppose the total price quoted by bidder in excel sheet & sealed price bid is X and after reverse auction the total price is Y, then rate of each item quoted by the bidder will be worked out as initial rate quoted multiplied by (Y/X). The value of Y/X shall be considered upto two decimals only.**
- 6. English Reverse (no ties) shall be for a **period of 60 minutes**. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.
- 7. During English Reverse (no ties), if no bid is received within the specified time, BHEL, at its discretion, may decide to revise Opening price/ scrap the reverse auction process/ proceed with conventional mode of tendering.
- 8. Your bid will be taken as an offer to execute the work. Bids once made by you, cannot be cancelled/withdrawn and you shall be bound to execute the work as mentioned above at your final bid price. **Should you back out and do not execute the contract as per the rates quoted, BHEL shall take action as appropriate.**
- 9. You shall be assigned a **Unique User Name & Password** by BHEL or/ M/s C1 India Pvt. Limited. You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s C1 to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
- 10. You shall be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) { Reverse Auction} :
 - a. Leading Bid in the Auction (only price)
 - b. Bid Placed by you
 - c. Opening Price.
- 11. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- 12. BHEL shall be at liberty to call the lowest bidder for negotiations / cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.

13. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14. Other terms and conditions shall be as per techno-commercial enquiry.
15. **You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.**

RA-2

Terms & Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by C1 India. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from C1 India. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and do not execute the contract as per the rates quoted, BHEL and / or C 1 India Pvt. Ltd. shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
4. **AUCTION TYPE:**
 - 1) Sealed bid Reverse Auction / Initial Auction.
 - 2) English Reverse No Ties / Dynamic Reverse Auction.
5. **DURATION OF AUCTION:** The duration of Auction will be for one **hour (2.00 PM TO 3.00 PM)** .If any Bidder is bidding just before 05 minutes of Auction closing time, the Auction will get extended for another 05 minutes. **(THIS SCHEDULE IS TENTATIVE. IN CASE OF CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)**
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement equal to the Minimum Bid Decrement or multiple of the Minimum Bid Decrement.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –No ties Auction:
 - Leading Bid in the Auction
 - Bid Placed by him
8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer. The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.

Manual bid gets precedence over proxy bid in the event both have offered same price and accordingly the vendor who has quoted manually will be shown a hammer symbol and the proxy bidder will have no such symbol.

10. GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the auctions site (<https://auctions.gate2biz.net>) using the Login Ids and passwords given to them.

11. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL’s decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with C1 India can decide to extend, reschedule or cancel any Auction. Any change like “Opening Price”, “Minimum Bid Decrement” or other parameters of the Reverse Auction made by BHEL and / or C1 India after the initial hosting on the Auction Engine will have to be unconditionally accepted by the Bidder and continue to participate in the Reverse Auction.
- C1 India shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- C1 India is not responsible for any damages, including damages that result from, but are not limited to negligence. C1 India will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

All the Bidders are required to submit the Agreement Form (Process Compliance Form) duly signed to C1 India Pvt. Ltd. by (AUCTION DATE). After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Bidders.

RA-3

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before faxing)

To

C1 India Pvt. Ltd.,
D-5, Defence Colony,
New Delhi 110024.

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will fax the price confirmation

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

IMPORTANT NOTE:

- Sign this document and Fax at 011- 24655186
- **Attach a duly filled in and signed copy of Pages 1 to 7 of this document along with the Agreement Form (Process Compliance Form) and send to C1 India Pvt. Ltd.**

RA 4

Final price quoted during reverse auction

**To
C1 India Pvt Ltd
D 5, Defence Colony
New Delhi – 110024**

Sub: Final price quoted during reverse auction.

Dear Sir,

We confirm that we have quoted. Rs----- as our final price (ie total for all items of Rate Schedule) during the Reverse Auction conducted today.

We also confirm that we are agreeable to BHEL calculating the rates for individual items of Rate Schedule, as defined in Clause No 5 of RA-1.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

**Name:
Company:
Date:
Seal:**

**Copy To;
Senior Manager,
Purchase, BHEL, PSWR,
Nagpur**

RA- 5

Opening Bid amount is same as quoted in Sealed Price Bid

To
Bhart Heavy Electricals Ltd
Shreemohini Complex
345, Kingsway,
NAGPUR-01

Sub: Opening Bid amount is same as quoted in Sealed Price Bid.

Dear Sir,

We confirm that our opening bid amount shall be same as that quoted in sealed price bid (Hard copy of price bid submitted along with our offer).

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

Copy To;
Senior Manager,
Purchase, BHEL, PSWR,
Nagpur

RA-6

CONTACT INFORMATION

C1 INDIA PVT. LTD.	BHARAT HEAVY ELECTRICALS LIMITED
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