



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

2X660 MW Maitree STPP ,

Rampal , Bagerhat

Bangladesh

NOTICE INVITING TENDER

TO

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Sealed offers are invited through hard copy mode, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
1	TENDER NUMBER	Ref:BHEL:PSER:MSTPP:ELECT:CABLE TRAY RECT: 09-23/003
2	Broad Scope of job	Rectification (Dismantling and Re-erection) of collapsed Cable Trays and laid Cables from IDCT-1B Unit#1 Area to CTP MCC Unit#1 at 2 x 660 MW Maitree Rampal Project, Bangladesh.
3	DETAILS OF TENDER DOCUMENT	
3.1	VOL - I	Technical Conditions of contract
3.2	PART- E	No Deviation Certificate
3.3	PART- F	PRICE BID & UNPRICED PRICE BID
3.4	PART- G	Forms & Procedures
4	COST OF TENDER	NIL
5	DUE DATE & TIME OF OFFER SUBMISSION	Date: 18/11/2023, Time: BST 15-00 Hrs. (Offer to be submitted by conventional hard copy bid submission)
6	EMD AMOUNT	Nil
7	OPENING OF TENDER	Date: 18/11/2023, Time: BST 16-00 Hrs.
8	OFFER DESCRIPTION	DOCUMENTS TO BE SUBMITTED & MODALITY
9	TECHNICAL OFFER	1. Copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid. 2. No deviation certificate in bidders letter head as per format given in Tender.
10	UNPRICED PRICE BID	1. Price bid –Unpriced but mentioning only quoted / unquoted against each item as per tender.
11	PRICE BID	1. Duly filled in Price bid as per tender. Any other document submitted in the price bid, apart from tendered Price Bid, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

1. Offers are invited in two- parts only. Only Hard copy bid shall be accepted. Bids are invited in two parts & shall be submitted as described below:

Envelope-1 will contain all document except Price Bid which will be sealed in a separate Envelope-2. Then Envelope-3 will contain sealed document of Envelope-1 & 2.

- A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
 - B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
2. No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno- commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
 3. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof.
 4. You have to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
 5. For any clarification on the tender document, you may seek the same in writing as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
 6. BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
 7. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries /clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
 8. In the event of any conflict between requirement of any clause of this specification/ documents /drawings/data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
 9. Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
 10. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
 11. While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public

- opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
12. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
 13. Bidders are required to submit their BEST price as per tender Price Schedule format. Price Bids shall be evaluated in the manner as prescribed in Price Schedule.
 14. Taxes and duties shall be as per tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax during execution shall be borne by BHEL.
 15. Bidders are required to submit price as per tender Price Bid format in hard copy bid submission in the form & manner as mentioned in tender. The successful bidder, as per BHEL's standard practice & BHEL's decision in this regard will be final and binding on bidder.
 16. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
 17. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price shall be after considering the discount.
 18. The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
 19. Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-II.
 20. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
 21. Bidder should write "accepted" in the column "supplier confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "deviation" column. If any clause left blank, shall be construed as, the clause is accepted by the bidder.
 22. Supplier shall furnish specific conformance to all material specifications and terms and conditions (General and Special) mentioned hereunder as well as appearing in Annexures enclosed as acceptable to them along with their offer. Offers with deviation(s) are liable for rejection.
 23. Splitting Tender: DELETED.
 24. LD CLAUSE-----APPLICABLE
 25. Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
 - a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT).
 - c. Price Bid & Unpriced Price Bid –
 - d. Technical condition of contract Volume-I

For all clarifications/issues related to the tender, please contact:

Name	Mr.Rikash Jyoti Dutta/DGM
Deptt:	PUR& SCT , MSTPP.
Address:	2x660MW MSTPP, Rampal, Bagerhat, Bangladesh.
Phone:(Landline/Mobile)	01787671932
Email:	rjd@bhel.in

Thanking you,

Yours faithfully,

For BHARAT HEAVY ELECTRICALS LTD



DGM (PUR& SCT)/ Maitree Site

(TO BE SUBMITTED IN BIDDER'S LETTER HEAD ONLY)

PART – E

To
Bharat Heavy Electricals Limited, 2x660
MW MSTPP
RAMPAL, BAGERHAT,
BANGLADESH

Sub: NO DEVIATION CERTIFICATE

Sub: Rectification (Dismantling and Re-erection) of collapsed Cable Trays and laid Cables from IDCT-1B Unit#1 Area to CTP MCC Unit#1 at 2 x 660 MW Maitree Rampal Project, Bangladesh.

TENDER NO: Ref:BHEL:PSER:MSTPP:ELECT:CABLE TRAY RECT: 09-23/003

Dear Sirs,

With reference to above, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and we offer our unqualified acceptance of the same. We also confirm that we have not changed/modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred Tender and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

We do not have any objections to splitting the quantity among the different bidders by BHEL.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the contractor)

ANNEXURE - I**PRE-QUALIFICATION CRITERIA**

JOB	Rectification (Dismantling and Re-erection) of collapsed Cable Trays and laid Cables from IDCT-1B Unit#1 Area to CTP MCC Unit#1 at 2 x 660 MW Maitree Rampal Project, Bangladesh
TENDER NO	Ref:BHEL:PSER:MSTPP:ELECT:CABLE TRAY RECT: 09-23/003
SL NO	CRITERIA
1.0	FINANCIAL CRITERIA
1.1	Copies of TIN & BIN Certificate and Trade License shall be furnished along with Tender document.
2.0	TECHNICAL CRITERIA
2.1	Bidder should have executed "Electrical Works" related to power plant, during last 7 (Seven) years, ending on the latest date of BID submission. Relevant document in support of the above shall be submitted.

PART - F , UNPRICED BID

(Price Not Be Mentioned Anywhere in this document)

NAME OF JOB: Rectification (Dismantling and Re-erection) of collapsed Cable Trays and laid Cables from IDCT-1B Unit#1 Area to CTP MCC Unit#1 at 2 x 660 MW Maitree Rampal Project, Bangladesh.

SL no	Item Description	Unit	Quantity	Unit Rate excluding taxes (BDT)	Sub Total (BDT)
A	DISMANTLING JOB : Cable tray dismantling job: Cable tray dismantling work (ladder or perforated type) as per price schedule includes associated accessories, like horizontal bend, vertical bend, tee, cross, reducer (LHS), reducer (RHS), irregular bend . Total quantity of associated items dismantled for respective tray size shall be measured upon and paid as per relevant item rate of tray. Dismantling of all accessories like coupler plate, fasteners etc. are within the scope of cable tray dismantle job.				
A.1	600 MM WIDE 2 MM THICK LADDER TYPE FRP CABLE TRAY /600 MM WIDE 2 MM THICK PERFORATED TYPE FRP CABLE TRAY /600 MM WIDE 2 MM THICK GALVANIZED MS LADDER TYPE CABLE TRAY/600 MM WIDE 2 MM THIK GALVANIZED MS PERFORATED TYPE CABLE /REGULAR BEND/IRREGULAR BEND	METERS	1824		
A.2	Cable tray accessories				
A.2.1	DOUBLE CHANNEL (DC1)(Dismantling of double channel with its accessories)	METERS	320		
A.2.2	BASE PLATE FOR Double channel (The job includes removing of welded joints with insert plate of precast beam & clearing the insert plate for further work)	NOS	160		
A.2.3	CANTILEVER ARM FOR 600 MM WIDE CABLE TRAY (DISMANTLING OF CANTILEVER ARM FITTING WITH HEX BOLT & WASHER, SPRING NUT, PAN HEAD SCREW, CLAMPS ETC.)	NOS	1216		

SL no	Item Description	Unit	Quantity	Unit Rate excluding taxes (BDT)	Sub Total (BDT)
B	CABLE DISMANTLING JOB : (Dismantling of cabling, which inter alia involves removal of termination, cable glands, lugs, if required and re-pulling back to other side or keeping the cable aside by alternate arrangement if any without removing or re-pulling which served the purpose of facilitating the commencement of further work (ISMC fixing on precast beam by other agency of BHEL for strengthening existing arrangement before re-erection of cable trays)				
B.1	03C X 120XLPE-Cu FRLS(11 KV)	METERS	228		
B.2	03C X 095XLPE-Cu FRLS(3.3 KV)	METERS	5400		
B.3	01C X 500XLPE-Cu FRLS(1.1 KV)	METERS	1575		
B.4	01C X 300XLPE-Cu FRLS(1.1 KV)	METERS	500		
B.5	03C X 150XLPE-Cu FRLS(1.1 KV)	METERS	5850		
B.6	02C X 070XLPE-Cu FRLS(415V/1.1 KV)	METERS	450		
B.7	03C X 016XLPE-Cu FRLS(1.1 KV)	METERS	450		
B.8	1P-2P /2C/3C/4C Cable,upto 2.5 Sqmm	METERS	6612		
B.9	4P/ 5C- 8C CABLE, CORE SIZE UPTO 2.5 SQMM	METERS	4560		
B.10	12P/ 24C CABLE, UPTO 2.5 SQMM	METERS	450		
B.11	10C - 16C/5P-8P CABLE,UPTO 2.5 SQMM	METERS	5016		
B.12	Fibre Optic Cable -mono mode & multimode	METERS	912		
C	RE-ERECTION JOB: Cable tray erection work (ladder or perforated type) as per price schedule includes associated accessories, like horizontal bend, vertical bend, tee, cross, reducer (LHS), reducer (RHS), fabrication of irregular bend as per requirement. Total quantity of associated items erected for respective tray size shall be measured upon and paid as per relevant item rate of tray. Fixing of all accessories like coupler plate, fasteners etc. are within the scope of cable tray erection.				
C.1.1	600 MM WIDE 2 MM THICK LADDER TYPE FRP CABLE TRAY /600 MM WIDE 2 MM THICK PERFORATED TYPE FRP CABLE TRAY /600 MM WIDE 2 MM THICK GALVANIZED MS LADDER TYPE CABLE TRAY/600 MM WIDE 2 MM THICK GALVANIZED MS PERFORATED TYPE CABLE /REGULAR & IRREGULAR BEND.	METERS	1824		
C.2	Cable tray accessories				
C.2.1	DOUBLE CHANNEL (DC1)(Erection of double channel with its accessories. The job involves welding with structure, fixing with clamp /base plate etc.)	METERS	320		
C.2.2	CANTILEVER ARM FOR 600 MM WIDE CABLE TRAY(Fixing of cantilever arm fitting with Hex Bolt & Washer, Spring Nut, Pan Head Screw, clamps etc.)	NOS	1216		

SL no	Item Description	Unit	Quantity	Unit Rate excluding taxes (BDT)	Sub Total (BDT)
D	CABLE RE-ERECTION JOB: (Laying, dressing of cable on cable tray, glanding & termination as required. Cable laying, dressing & cable tagging will be as per BHEL cabling philosophy. The cabling job are including supply and installation of required clamps, Al. Strips, saddles etc. for cable dressing and clamping etc.) (Trefoil clamps will be supplied by BHEL)				
D.1	03C X 120XLPE-Cu FRLS(11 kV)	METERS	275		
D.2	03C X 095XLPE-Cu FRLS(3.3 kV)	METERS	5400		
D.3	01C X 500XLPE-Cu FRLS(1.1 kV)	METERS	1575		
D.4	01C X 300XLPE-Cu FRLS(1.1 kV)	METERS	500		
D.5	03C X 150XLPE-Cu FRLS(1.1 kV)	METERS	5850		
D.6	02C X 070XLPE-Cu FRLS(415V/1.1 KV)	METERS	450		
D.7	03C X 016XLPE-Cu FRLS(1.1 Kv)	METERS	450		
D.8	1P-2P /2C/3C/4C Cable,upto 2.5 Sqmm	METERS	6612		
D.9	4P/ 5C- 8C CABLE, CORE SIZE UPTO 2.5 SQMM	METERS	4560		
D.10	12P/ 24C CABLE, UPTO 2.5 SQMM	METERS	450		
D.11	10C - 16C/5P-8P CABLE,UPTO 2.5 SQMM	METERS	5016		
E.	Fibre Optic Cable -mono mode & multimode				
E.1	Fibre Optic Cable -mono mode & multimode Laying, dressing	METERS	912		
E.2	Fibre Optic Cable -mono mode & multimode - Termination	NOS	8		

TOTAL AMOUNT IN BDT in words

NOTE TO BIDDERS: -

1. Bidder to note overwriting is not allowed.
2. Detail scope of work will be as per NIT
3. BOQ items are approximate and may vary. \pm 30% of the abovementioned quantity.

Name of the Bidder:

Signature of Bidder:

Designation:

Date:

PART - F , PRICE BID

(This document is to be submitted in a separate sealed envelope after filling)

NAME OF JOB: Rectification (Dismantling and Re-erection) of collapsed Cable Trays and laid Cables from IDCT-1B Unit#1 Area to CTP MCC Unit#1 at 2 x 660 MW Maitree Rampal Project, Bangladesh.

SL no	Item Description	Unit	Quantity	Unit Rate excluding taxes (BDT)	Sub Total (BDT)
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A.2	Cable tray accessories				
A.2.1	DOUBLE CHANNEL (DC1)(Dismantling of double channel with its accessories)	METERS	320		
A.2.2	BASE PLATE FOR Double channel (The job includes removing of welded joints with insert plate of precast beam & clearing the insert plate for further work)	NOS	160		
A.2.3	CANTILEVER ARM FOR 600 MM WIDE CABLE TRAY (DISMANTLING OF CANTILEVER ARM FITTING WITH HEX BOLT & WASHER, SPRING NUT, PAN HEAD SCREW, CLAMPS ETC.)	NOS	1216		

SL no	Item Description	Unit	Quantity	Unit Rate excluding taxes (BDT)	Sub Total (BDT)
B	CABLE DISMANTLING JOB : (Dismantling of cabling, which inter alia involves removal of termination, cable glands, lugs, if required and re-pulling back to other side or keeping the cable aside by alternate arrangement if any without removing or re-pulling which served the purpose of facilitating the commencement of further work (ISMC fixing on precast beam by other agency of BHEL for strengthening existing arrangement before re-erection of cable trays)				
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B.3	01C X 500XLPE-Cu FRLS(1.1 KV)	METERS	1575		
B.4	01C X 300XLPE-Cu FRLS(1.1 KV)	METERS	500		
B.5	03C X 150XLPE-Cu FRLS(1.1 KV)	METERS	5850		
B.6	02C X 070XLPE-Cu FRLS(415V/1.1 KV)	METERS	450		
B.7	03C X 016XLPE-Cu FRLS(1.1 KV)	METERS	450		
B.8	1P-2P /2C/3C/4C Cable,upto 2.5 Sqmm	METERS	6612		
B.9	4P/ 5C- 8C CABLE, CORE SIZE UPTO 2.5 SQMM	METERS	4560		
B.10	12P/ 24C CABLE, UPTO 2.5 SQMM	METERS	450		
B.11	10C - 16C/5P-8P CABLE,UPTO 2.5 SQMM	METERS	5016		
B.12	Fibre Optic Cable -mono mode & multimode	METERS	912		
C	RE-ERECTION JOB: Cable tray erection work (ladder or perforated type) as per price schedule includes associated accessories, like horizontal bend, vertical bend, tee, cross, reducer (LHS), reducer (RHS), fabrication of irregular bend as per requirement. Total quantity of associated items erected for respective tray size shall be measured upon and paid as per relevant item rate of tray. Fixing of all accessories like coupler plate, fasteners etc. are within the scope of cable tray erection.				
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C.2	Cable tray accessories				
C.2.1	DOUBLE CHANNEL (DC1)(Erection of double channel with its accessories. The job involves welding with structure, fixing with clamp /base plate etc.)	METERS	320		
C.2.2	CANTILEVER ARM FOR 600 MM WIDE CABLE TRAY(Fixing of cantilever arm fitting with Hex Bolt & Washer, Spring Nut, Pan Head Screw, clamps etc.)	NOS	1216		

SL no	Item Description	Unit	Quantity	Unit Rate excluding taxes (BDT)	Sub Total (BDT)
D	CABLE RE-ERECTION JOB: (Laying, dressing of cable on cable tray, glanding & termination as required. Cable laying, dressing & cable tagging will be as per BHEL cabling philosophy. The cabling job are including supply and installation of required clamps, Al. Strips, saddles etc. for cable dressing and clamping etc.) (Trefoil clamps will be supplied by BHEL)				
D.1	03C X 120XLPE-Cu FRLS(11 kV)	METERS	275		
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D.9	4P/ 5C- 8C CABLE, CORE SIZE UPTO 2.5 SQMM	METERS	4560		
D.10	12P/ 24C CABLE, UPTO 2.5 SQMM	METERS	450		
D.11	10C - 16C/5P-8P CABLE,UPTO 2.5 SQMM	METERS	5016		
E.	Fibre Optic Cable -mono mode & multimode				
E.1	Fibre Optic Cable -mono mode & multimode Laying, dressing	METERS	912		
E.2	Fibre Optic Cable -mono mode & multimode - Termination	NOS	8		

TOTAL AMOUNT IN BDT in words

NOTE TO BIDDERS: -

1. Bidder to note overwriting is not allowed.
2. Detail scope of work will be as per NIT
3. BOQ items are approximate and may vary. $\pm 30\%$ of the abovementioned quantity.

Name of the Bidder:

Signature of Bidder:

Designation:

Date:

PART-G**FORMS AND PROCEDURES****ANNEXURE-1****FORMAT FOR SEEKING CLARIFICATION**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

ANNEXURE-2

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</p> <p>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</p> <p>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.3	<p>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>

1.3	<p>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</p> <ul style="list-style-type: none"> i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	<ul style="list-style-type: none"> i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ willful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorized disposed off free issue materials/ tools etc. of BHEL.
1.4.2	<p>A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.</p>

VOLUME -1: TECHNICAL CONDITION OF CONTRACT (TCC)		
01. Types of Jobs		
1.1	Part – A :: Dismantling of Cable Trays and Cables	
	a	Dismantling of cable trays and its accessories, which inter alia involves removal of cable trays, cantilevers, double channels, base plate, coupler plate & fasteners
	b	Dismantling of cables, which inter alia involves removal of termination, cable glands, lugs, if required and re-pulling back to other side after dismantling of cable trays or keeping aside for facilitating the commencement of further activity/work.
	c	Re-pulling or Re-dressing of Cables, as illustrated above, can however be skipped with alternate technical methods, if found practically viable for ease of work depending on the suitability of work-procedure. In both the cases, dismantling rates of cables will be applicable.
	d	Housekeeping of the area and disposal of unwanted items to the BHEL identified places inside the Maitree Site. Damaged cable tray & accessories, cables if any has to be quantified & shall shift the same to the BHEL identified places.
Progressive monthly payment can be claimed by the awarded party for the executed BOQ quantity for Part – A Jobs on certification by BHEL/ Engineer.		
1.2	After the complete dismantling of the Cable Trays and Cables, BHEL will construct the entire route through ISMC structures in the precast beam insert plates by engaging a separate agency for facilitating the next course of Re-erection of Cable Trays and Cables on it. The awarded party will inform BHEL in writing about the completion of dismantling job to start of ISMC structural job by BHEL. On completion of this job, M/S BHEL will again inform the awarded party for start of re-erection job of cable tray & cables.	
1.3	Part – B :: Re-erection of Cable Trays and Cables	
	a	Re-erection of dismantled Cable Trays are to be carried out as per drawing with Section-Marked Cable tray routes. For additional cable tray & accessories, BHEL will provide the material and contractor has to free-issue the same from BHEL/Store.
	b	Re-laying of cable will be inclusive of cable dressing & termination to respective equipment's & drives with Panel ends, if any. For additional cable requirement if any, BHEL will provide the material and contractor has to issue the same from BHEL/Store.
	c	Housekeeping of the area and disposal of unwanted items to the BHEL identified places inside the Maitree Site.
Progressive monthly payment can be claimed by the awarded party for the executed BOQ quantity for Part – B Jobs on certification by BHEL/ Engineer.		
02. Board scope of work:		
2.1		
<p>Part – A :: Dismantling of Cable Trays and Cables : The scope under this job shall cover dismantling of cable tray with accessories which inter alia covers removing of 600MM wide ladder & perforated FRP/GI tray , cantilever , base plate ,double channel (DC1) ,coupler plate with fasteners and removing /re-pulling of cable with removing termination if required /keeping cable aside suitably so that the job of fixing of ISMC on pre-cast beam can be done safely by other agency which is excluded from this tender. After dismantling, keeping the materials/ handling at site, watch & ward for safe custody of materials, inspection of materials, submission of inspection reports for any shortage/damage or anything else called for, reconciliation of materials, returning of unused materials, scrap materials, etc to BHEL's store/yards, etc of various equipment/ items/ materials covered under this job. The dismantling job will include- i) removing fasteners /hardware's ii) removing welded joints and consumables,T&P required for the same will be under contractor scope .</p> <p>Part – B :: Re-erection of Cable Trays and Cables : The scope under this job will cover receipt of additional materials from site stores/ open yards/ unloading bay of power house, bringing to position (place of erection)/ loading in truck/ trailer with the help of crane/hydra, handling at site/ dragging to place of erection (wherever applicable), watch & ward for safe custody of materials, inspection of materials, submission of inspection reports for any shortage/ damage or anything else called for fixing of supports (base channels), pre-assembly, supply of necessary consumables/hardware, as specified in the tender, all erection of equipment & support structures, levelling, alignment, grouting, earthing of necessary equipment with nearest</p>		

<p>earthing point, testing, commissioning, handing over to the entire satisfaction of BHEL/ customer, reconciliation of materials, returning of unused materials, scrap materials, packing cases/ wooden boxes/ cable drums/oil drums/acid jerry cans, etc to BHEL's/ customer's stores/ yards, etc of various equipment/ items/ materials covered under this job .</p>
<p>2.2</p> <p>It is not the intent to specify completely here in all details of handling, dismantling, erection, testing, commissioning of the equipment. Omission of specific reference to any method, or test & equipment or material necessary for the proper and efficient services towards installation shall not relieve successful bidder of the responsibility of providing such facilities/ services to complete the job or portion of the job awarded to them. The quoted rates shall deem to be inclusive of all such contingencies. Only exclusions specifically mentioned in this tender shall be entertained in all matters.</p>
<p>2.3</p> <p>If any damage or discrepancy in existing trays or cables are found, successful bidder should inform BHEL immediately and make a joint inspection of materials, submission of inspection reports for any shortage/ damage or anything else called for the case. If any theft occurs when materials are in custody of successful bidder, successful bidder shall lodge FIR to nearest police station.</p>
<p>2.4</p> <p>Erection part:</p> <p>The work shall conform to dimensions & tolerances given in various drawing & documents that will be provided during erection. If any portion of work is found to be not conforming to drawings or other stipulations, successful bidder shall inform immediately to BHEL engineer and redo the work, if suggested by BHEL. However, workmanship defects if any, will be done by you free of cost or BHEL will be carried out at your risk and cost.</p>
<p>2.5</p> <p>Successful bidder shall deploy fire extinguishers of required number in their office, work areas & surveillance will be done throughout the execution period.</p>
<p>2.6</p> <p>Successful bidder shall take the full responsibility of execution of the equipment/system being dismantled /installed by them under the overall supervision of BHEL. It shall be the responsibility of successful bidder to arrange all the testing/ measuring instruments with the calibration certificates and complete all the job activities for the particular equipment as per relevant standards, code of practice, manufacturer's instructions, applicable quality plans for installation, testing & commissioning and BHEL norms. All these will be witnessed by BHEL/ customer or both and reports signed jointly.</p>
<p>2.7</p> <p>Successful bidder shall provide necessary supervision, skilled/ semi-skilled workmen, competent experienced erection, testing personnel to carry out the tests independently, erection tools & tackles, consumable, testing, measuring & commissioning instruments/ equipment of required range, administrative personnel, transport vehicles, security guards for timely execution of the contract.</p>
<p>2.8</p> <p>If situation so demands that in order to achieve project schedule/ milestone, various activities are to be carried out at a time by successful bidder. And they shall provide necessary manpower, tools, tackles, equipment testing & measuring instruments for simultaneous working round the clock, at no extra cost to BHEL.</p>
<p>2.9</p> <p>Once the material is issued to the successful bidder for handling/ erection from BHEL custody, or work order is issued for dismantling & re-erection the security of those materials will be completely in the scope of successful bidder till hand over of the job.</p>
<p>2.10</p> <p>During dismantling & re- erection, testing of equipment/system, if any component is found defective and is required to repair/ replace, successful bidder has to give complete support for repairing/ replacement of component. Complete support includes arrangement for dismantling of defective components, transportation of the materials from BHEL store to erection location without any extra cost.</p>
<p>2.11</p> <p>Ward and watch of issued material will be the responsibility of successful bidder. Successful bidder has to follow BHEL's Field Quality Plan, for re-erection of the equipment to its commissioning. In each RA bill, successful bidder have to submit the reconciliation statement, measurement sheet, protocols, etc as supporting documents of the bill.</p>
<p>2.12</p>

<p>All the requirements of the IE rules are to be strictly fulfilled and to be completed with providing required consumables. All the test records & joint protocols are to be furnished to BHEL. With each RA bill, the related protocols is to be submitted by successful bidder along with reconciliation statement upto that period of billing.</p>
<p>2.13 Civil works including drilling, chipping, enlarging cut-outs, foundation pockets, cable cut-outs, grouting, etc, wherever required will be carried out by successful bidder at no extra cost. Successful bidder shall erect temporary scaffolding (scaffolding materials being arranged by successful bidder) for re-erection, if required and provide suitable platform at places (as suggested by BHEL) for the purpose of inspection/testing.</p>
<p>2.14 During testing, if any discrepancy is found, successful bidder has to report the same immediately to BHEL. BHEL will arrange for repair of the same at other place, but successful bidder has to give all sorts of support, eg loading of materials, taking out of the same through plant's materials gate with duly entry by security.</p>
<p>2.15 The scope of tender includes cleaning, touch up painting including supply of primer & paint (Approved make as to be decided by BHEL) of all un-galvanized supporting structures. Accepted rates of fabrication, erection of supporting structure shall be inclusive of this.</p>
<p>2.16 In each protocol, joint signature of BHEL, as well as customer, to be considered for billing purpose</p>
<p>2.17 Dismantling, removal of debris, cables, etc as per instruction of BHEL/ customer on completion of work. If successful bidder fails to do so, BHEL will get the job done through other agency and the cost along with applicable overhead will be recovered from successful bidder. Decision of BHEL in this regard shall be final & binding on successful bidder.</p>
<p>2.18 BHEL - Power Sector (ER) is ISO 9001-2008 certified company. Quality of work, to customer's satisfaction and as per system requirements are the essence of ISO:9001-2008 certification. The bidder in all respects will organise his work, systems, environment, process control documentation, T&Ps, measuring and monitoring devices (MMDs) etc as per instructions of BHEL engineer.</p>
<p>2.19 Successful bidder shall comply with HSE (Health, Safety & Environment) requirements of BHEL and follow all applicable Operational Control Procedures (OCPs) within quoted rate/ price.</p>
<p>2.20 Successful bidder shall arrange for safe keeping of materials and his T&Ps. Successful bidder should deploy portable fire extinguishers of required number in his office, stores and work areas. Fire blankets are to be used by the party to cover cables during welding.</p>
<p>03. SITE VISIT The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.</p>
<p>04. DEVIATION/CLARIFICATION Normally no deviation with respect to tender is acceptable to BHEL. However, in case of unavoidable circumstances, the bidder may submit their query for seeking clarifications of BHEL as per modality stipulated in NIT or may submit the same along with offer as per prescribed schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the bidder except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule/ format it will be understood and agreed that the bidder's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any / all deviations submitted after opening of the bid.</p>
<p>05. DEWATERING Successful bidder shall ensure at all times that their work area & approach/ access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regard shall be admitted by BHEL. No separate payments for dewatering of subsoil, surface water or catchments water, if required, at any time during execution of the work including monsoon period shall be considered by BHEL. All dewatering pumps are to be provided by successful bidder, if required.</p>
<p>06. Tools and Plants (T & Ps) The awarded party need to arrange and employ necessary T&Ps in connection with Rectification Job (Dismantling and Re-erection) of collapsed Cable Trays and Cables.</p>
<p>07. Electrical Power for the Job</p>

BHEL will provide construction power free of charges at 415 V level at one/ two strategic point(s) within plant premises. Successful bidder shall make their own distribution arrangement to draw electricity.

08. Cable tray job (Dismantling & erection)

8.1

Cable tray work (ladder or perforated type) as per price schedule includes associated accessories, like horizontal bend, vertical bend, tee, cross, reducer (LHS), reducer (RHS). Total quantity of associated items erected for respective tray size shall be measured upon and paid as per relevant item rate of tray. Bidder's quoted rates against cable tray shall be in consideration to this.

8.2 : Fabrication of irregular cable tray bends at site, if required, is included in the scope of the tender. Material required for this purpose will be taken from respective items of cable tray materials of BHEL stock.

8.3 Cable tray dismantling job which inter alia will includes the following:

- a. Dismantling of cable tray by removing coupler plate & fasteners and keeping the same in contractor safe custody.
- b. Dismantling of cantilever by removing spring nut, bolt with washer and keeping the same in contractor safe custody.
- c. Dismantling of double channel (DC1) by removing its fixing hardware and keeping the same in contractor safe custody.
- d. Dismantling of base plate for double channel by removing welded joint between base plate & insert plate of pre-cast beam & keeping the same in contractor safe custody.
- e. Housekeeping of the area and disposal of unwanted items to the BHEL identified places inside the Maitree Site.
- f. Damaged cable tray & accessories, cables if any has to be quantified & shall shift the same to the BHEL identified places.
- g. All excess materials has to be returned to BHEL.

Cable dismantling job which inter alia will includes the following:

- a. Dismantling of cabling, which inter alia involves removal of termination, cable glands, lugs, if required and re-pulling back to other side or keeping the cable aside by alternate arrangement if any without removing or re-pulling which served the purpose of facilitating the commencement of work of ISMC fixing on precast beam by other agency engaged by BHEL for strengthening existing arrangement so that cable tray re-erection work can be done. The cable job will also include removal of cable tie, trefoil clamps, cable tag as required.
- b. Re-pulling of Cables, as illustrated above, can however be skipped with alternate technical methods, if found practically viable for ease of work depending on the suitability of work-procedure. In both cases, only dismantling rate of cable will be applicable.

8.4 Cable tray erection job:

which inter alia will includes the following:

- a. Fixing of double channel with ISMC structure through welding & clamping as per BHEL drawing /instruction of BHEL engineer.
- b. Fixing of cantilevers with its spring bolt, nut & washer.
- c. Fixing of cable tray using coupler plate & fasteners.
- d. Painting of all welded joint & touch up painting of cable tray & its accessories.
- e. Route marking of cable tray as per approved drawing.
- f. Housekeeping of the job area.
- g. All testing & inspection has to be arranged by successful bidder & joint protocol has to be prepared between BHEL & end customer

Cabbling job (Laying & termination):

- a. Laying, dressing of cable-on-cable tray glanding & termination as required. Cable laying, dressing & cable tagging will be as per BHEL Engineer.
- b. Cable laying job includes supply & installation of required clamps, Al strips, saddles, etc for cable dressing and clamping, etc and installation/ erection of trefoil clamps for single core cable of OD 30 mm to 50 mm, to be supplied by BHEL free of cost.
- c. Cable termination shall include drilling/making of holes in gland plates, fixing of glands, ferrules and lugs, fixing of cable tags and connection to the equipment without implication of extra cost to BHEL. Material required for making ferrule and cable tag are to be arranged by the successful bidder without any extra cost to BHEL.
- d. All testing & inspection has to be arranged by successful bidder & joint protocol has to be prepared between BHEL & end customer.
- e. All required testing like continuity check, insulation resistance test & HV test if required has to arranged by the successful bidder & it will in cabling erection job scope. No, extra payment will be made in this regard.
- f. If any cable get damaged on the Course of execution of the job, jointing will be done by the bidder free of cost. Bidder has to use jointing kit of reputed make & it has to accepted by BHEL & end customer.

09. PROTOCOL (Cable tray erection & cabling erection job):

In each erection, testing protocol, joint signatures of successful bidder, BHEL as well as Customer are required.

10. Safety of the Work-area

For the Safety of the Work-area and the Job itself, the awarded L1(lowest bidder) Vendor need to adopt following means of procedures as follows: -

- The successful bidder has to take workmen insurance policy for their employees/workmen for working in Maitree Site.
- All these Employees of the Vendor with valid Insurance, need to have Gate Pass too, for safe entry and exit in the premises of Maitree Site.
- All these Employees of the Vendor should have necessary Safety PPEs and required Height/Hot-Work Passes, as needed from time to time.
- The awarded L1 Vendor need to obtain Safety Work Permit (applied for a pre-determined days with description of the Job), every day before the commencement of the Job with the number of Employees working on that particular day, as mentioned thereof.
- After the end of the Job every day, remaining tools and tackles and the Materials & Consumables need to be secured safely at Vendor's designated Place.

11. Security

The awarded party will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/ loss till the same is handed Over to BHEL/ customer at Project site. BHEL will reserve the right to Recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the contractor.

In case of theft of material under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR shall be submitted to BHEL for taking up further at BHEL. However, this will not relieve the contractor of his contractual obligation for the materials in his custody.

For the Security of the Materials and the Manpower, during the ongoing job at the said Area, contractor will deploy own Security Personnel round the clock (24 hours) for the Security and Surveillance purpose.

12. Contract period of the Job

The postulated duration of the Job will be fixed as described here under:-

- Part – A :: Dismantling of Cable Trays and Cables – 30 days from the start of dismantling work
- Part – B :: Re-erection of Cable Trays and Cables – 30 days from the start of re-erection work

13. EARNEST MONEY DEPOSIT (EMD): N/A**14. SECURITY DEPOSIT(SD):**

a) The total amount of Security Deposit will be 5% of the contract value.

b) At least 50% of the required Security Deposit, shall be collected in before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount in BDT progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

c) Bidder may deposit SD in the form of Pay order or Local cheque or Fixed Deposit Receipt (FDR) issued from the following banks valid for six months,

(i)AB Bank Limited (ii)Citibank N.A. (iii) Sonali Bank Limited (iv)Standard Chartered Bank (v)The Hong Kong Shanghai Banking Corporation Ltd (vi)Woori Bank (vii) State Bank of India.

d) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

e) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

f) Security Deposit shall be refunded/released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

15. Bidder shall submit copy of TIN, BIN and Trade License along with Tender documents.

16. Payment Terms with the Certification of Work done

- Progressive monthly payment can be claimed by the awarded party for the executed BOQ quantity for Part – A & B Jobs on certification by BHEL- Engineer. 5% of the amount of the certified bill will be kept as retention amount on progressive billing which will be released on successful completion of the awarded job (job completion certificate will be

issued by package in charge) and 3 months warrantee period. The warrantee period will start from the date of issuance of job completion certificate.

- b. Part – A :: Dismantling of Cable Trays and Cables
- c. Part – B :: Re-erection of Cable Trays and Cables
- d. On basis of the actual work done, as certified by the BHEL Engineer, the awarded L1 Vendor need to raise the Invoice along with copies of TIN, BIN and Trade License along with the certified copy of work-measurement.
- e. The Bidder should have valid VAT Registration Number and 12-digit TIN Number in Bangladesh and the same is to be furnished during submission of Invoice.
- f. 100% net payment shall be released, through BEFTN/Cheque to the Bank account, as provided by the awarded L1 Vendor within 30 days from the date of submission of Bidder's Invoice to BHEL Office, Maitree Site.
- g. Payment shall be made in Bangladeshi Taka.
- h. The accepted rate of individual items shall remain Firm throughout the contract period of this Tender including extension period, if any without any escalation.
- i. Price Variation Clause (PVC) / Over Run Compensation (ORC) / Rate Revision are not applicable in this Tender.

17. Taxes and Duties:

17.1 BANGLADESH VAT:

a) The Bidder shall submit copy of VAT registration Certificate (Musak-2.3), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.

b) No VDS is to be done as per provision U/S 49(5) of Bangladesh VAT ACT 2012, as enclosed vide Fin Act- 2020. Bidder shall thus not load any VAT on Output.

c) Adequate documents for not charging/ claiming VAT from BHEL shall be made available to the Bidder

d) The bidder shall raise Tax Invoice (Challan Patra) as per Rule 40(d)(v) (Musak-6.3) of the Bangladesh VAT and Supplementary Duty Rule ,2016 mentioning Name, Address and VAT Registration Number of BHEL site office.

e) Bidder shall note that the Tax Invoice complying with Rule 40(d)(v) of the the Bangladesh VAT and Supplementary Duty Rule ,2016 must contain the 'Bill to' and 'Ship to' details as below:

BHEL Bangladesh VAT Regn. No. 000761853-0208

Bharat Heavy Electricals Limited

Power Sector Eastern Region,

2x660 MW Maitree Super Thermal Power Project, Moidara Village,Rampal Upazila, Bagerhat District, Bangladesh

17.2 ADVANCE INCOME TAX (AIT)

a) Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance,1984(and rules made thereunder) shall be paid at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh

b) The Bidder shall carry out their own tax diligence to get acquainted with the relevant rules and regulations of Bangladesh pertaining to the subject job.

c) The bidder is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places outside Bangladesh in connection with this contract and BHEL will not bear any such liability. Non-Bangladeshi Bidder shall have to obtain Registration under BIDA and shall have to mandatorily comply the norms, as may be prescribed.

d) New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

18 LIQUIDATED DAMAGE

If the successful bidder fails to complete entire scope within completion period as mentioned in SL no 12 of TCC, for reasons attributable to the Bidder, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of contract price, including taxes, duties, etc., for delay of each week or part thereof. The total liability for delay shall not in any case exceed 5 % (five percent) of the contract price, including taxes, duties, etc.