



**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING & SYSTEMS DIVISION**

PEMC-07085

Form No:

PE&SD

SPECIFICATION FOR

Rev. No. 00

**RATE CONTRACT FOR DRAFTING OF 2D DRAWINGS
USING AUTOCAD FOR PE&SD ENGINEERING**

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1.0 INTENT

The intent of this specification is to specify the minimum requirements of **“Rate Contract for Drafting of 2D drawings using AutoCAD”** for BHEL PE&SD Engineering. This document provides details to be used as input by the bidders for submitting their competitive offer for the Rate Contract.

2.0 LEGEND

- BHEL : Bharat Heavy Electricals Limited.
- PE&SD : Project Engineering & Systems Division
- DRC : Drafting Rate Contract
- DRCA : Drafting Rate Contract Agency - Vendor entered into rate contract with BHEL

3.0 INTRODUCTION

Project Engineering Department (PED, now PE&SD) was formed in 1985 to address the Project Engineering requirements, design & supply of BoP for GTG based EPC/Turnkey Projects. Later in 2006, STG based EPC/Turnkey Projects scope was added.

PED was renamed as “Project Engineering & Systems Division” (PE&SD) and was made an independent profit center in the year 2011, with enhanced scope of Project Engineering, Design & Supply of BoP for GT based CCPPs up to Fr9E, Simple cycle plants of Fr-9FA/9FB, ST based plants up to 150MW, Solar (CSP), Compressor/TB packages, Standalone boilers, Water Systems on EPC/Turnkey basis. PE&SD is now entrusted with additional responsibilities of FPS Package engineering of all Power Sector Projects and Solar PV Business (Engg, Supply and Erection - Civil, Solar Panel mounting MMS panels, AC side Electrical etc).

BHEL PE&SD requires 2D drawing drafting services in all ongoing projects and future anticipated projects. In order to meet this demand, it is proposed to enter into a rate contract with a prospective agency for a period of 2 years from the date of finalizing the rate contract.

4.0 SCOPE OF DRAFTING RATE CONTRACT (DRC)

The scope of Rate Contract for Drafting of 2D drawings using AutoCAD for BHEL PE&SD Engineering, for a period of 2 years from the date of rate contract, is as follows:

4.1 Drafting Rate Contract (DRC)

The drawing drafting shall be carried out using AutoCAD software and the rate contract will be based on two different rates (Category-1 and Category-2) per drawing size, Category-1 being a normal drawing and Category-2 being a Complex drawing. The drawing sizes that are proposed to be offloaded are A0, A1 & A2 both in Category-1 and Category-2.

A fixed unit rate shall be finalized for each Size and Category of the drawing, which shall be valid for the Rate contract period of 2 years.

4.2 Types of Drawings to be offloaded

Categorization of all types of drawings that are proposed to be offloaded, into Category-1 and Category-2 under each size of drawing (A0, A1 & A2) is available in Annexure-A. Sample drawing of each type is also attached (in Annexure-A) for ready reference of bidder so that the complexity can be studied and understood before submitting the bids.

Form No:

LAYOUT & PIPING ENGINEERING
**PROJECT ENGINEERING &
SYSTEMS DIVISION**

Prepared

SUN.R

Raghavendra

Checked

Srikanth

Srikanth G

Approved

Srikanth

Srikanth G

DATE

15.12.16



4.3 Number of Drawings to be offloaded

The number of drawings (sheets) that are estimated to be offloaded in different types both in Category-1 and Category-2 under different sizes are detailed in Annexure-A. The quantities are applicable for a period of 2 years from the date of finalisation of the Rate Contract.

The number of drawings (sheets) are subjected to increase / decrease based on actual requirement.

4.4 Input & Output Exchange

The DRCA is expected to visit all the Engineering sections of PE&SD on daily basis (or) as and when required, for collection of inputs.

The input data required by DRCA to execute any drafting job shall be provided in person only, to avoid unnecessary delays on account of misinterpretation of data.

All the drawings to be drafted with the minimum quality levels specified by the indenter and are to be thoroughly reviewed before submitting the same to BHEL.

5.0 BIDDER PRE-QUALIFICATION

In general, it is expected that bidder has suitable/desired experience, man power with requisite skills and knowledge to understand and execute the drafting of the drawings related to different disciplines like Mechanical, Electrical, Civil, C&I etc.


BIDDERS WHO MEET THE FOLLOWING CRITERIA ARE ONLY ELIGIBLE TO QUOTE:

- 5.1 Bidder should have the facilities to execute the jobs anywhere within GHMC (Greater Hyderabad Municipal Corporation) Limits of twin cities (Hyderabad and Secunderabad).
- 5.2 Bidder should have experience of drafting power plant / process plant related drawings of Mechanical, Layouts, Piping, Civil, Electrical and C&I areas. Bidder to produce Customer reference list along with the relevant order/invoice copies.
- 5.3 Bidder should have executed Rs.7 lakhs worth of drafting jobs of similar nature in consecutive 2 years term anytime during the past 5 years either in a single order or multiple orders. Bidder to produce a copy of customer PO (or) work order (or) Invoices.
- 5.4 Bidder to submit the duly filled in Vendor evaluation form (attached as Annexure-B).

Bidder to submit all the necessary documentary evidences along with the technical offer, failing which, the offer submitted by the bidder is liable for rejection.

6.0 METHODOLOGY OF FINALIZATION OF RATE CONTRACT

- 6.1 Sealed bids are invited from Bidders in two parts i.e., Techno-commercial and Price bids separately. Detailed instructions for submitting the bids are given in clause no 8.0.
- 6.2 If an **individual** is submitting the offer, it should be signed with his full name and his address shall be given. If a **firm** is submitting the offer, it should be signed with the co-partnership name, address of each member of the firm shall be given. If a **corporation** is submitting the offer, a duly authorised officer (who shall produce satisfactory evidence of his authorisation along with the offer) shall sign it. Such tendering corporation may be required to furnish evidence of its corporate existence before the agreement is executed.
- 6.3 The bidders are expected to meet the Pre-qualification criteria as detailed in Clause no 5.0. The same shall be evaluated during technical bid scrutiny. The offers made by the bidders not meeting the pre-qualification criteria are liable for rejection.

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- 6.4 The bidder shall quote the individual unit rates for each category of the drawing as defined in the price bid format. Quotations submitted in partial will be summarily rejected. BHEL will not entertain any other expenses/ assumptions written separately elsewhere other than those specified in the price format.
- 6.5 The bid evaluation will be on overall L1 basis. Accordingly the price bids will be evaluated based on the total price quoted by the bidders (unit rate multiplied with estimated number of drawings).
- 6.6 The rate contract will be placed on maximum 3 vendors. BHEL's decision in this regard is final.
- 6.7 The final rate contract rates shall be finalised based on the conventional competitive bidding process and subsequent negotiations with the L1 vendor.
- 6.8 **The work load shall be distributed to the vendors on the basis of value of jobs, in the ratio of L1-50%, L2-30% and L3-20% each:**
- 6.9 L1 bidder's price will be counter offered to L2, L3 bidders. On their acceptance, 30% & 20% order value of the total requirement will be ordered on L2, L3 bidders respectively.
- 6.10 In case L2 bidder does not accept the counter offer at L1 bidder's price, the counter offer will be extended to subsequent bidders as per ranking and so on.
- 6.11 For the purpose of matching the price of L1 bidder, L2 & L3 bidders will have to adjust their base price, according to the taxes & duties applicable to them, by reducing all other components on pro-rata basis to that of L1 bidder such that, their reduced total quoted price shall be equal to the L1 bidder's price.
- 6.12 If the counter offer is not accepted by any other bidder, then BHEL reserves the right to award the 100% of rate contract to only L1 bidder and L1 bidder is obliged to accept the same.
- 6.13 The bidders with whom rate contract is to be entered by BHEL, will be required to sign an agreement with BHEL before the rate contract is awarded to them, as per the pro-forma given by BHEL.
- 6.14 BHEL reserves the right to reject / cancel the tender or part thereof without assigning any reason.

7.0 TERMS & CONDITIONS OF THE RATE CONTRACT:

- 7.1 The rate contract would be for a period of two (2) years from the date of award of contract.
- 7.2 No of sheets indicated in the table (Annexure-B) are approximate load of drafting work expected for two years period. However, the same is liable for change depending on the work load. The finalised rate contract rates shall be applicable for any increase in the work load.
- 7.3 Job input collection and clarification from indenter along with transmittal note prescribed by BHEL is the responsibility of the vendor.
- 7.4 **Indenter will define the job category applicable for the job. Decision of the indenter in this regard is final.**
- 7.5 In case of modification jobs, raster editing jobs, the indenter will assess and specify the percentage of modification in relation to the job category based on which charges will be calculated. **Decision of the indenter in this regard is final.**



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- 7.6 The delivery as agreed (mentioned in the transmittal note) should be strictly adhered to by DRCA. Unless otherwise agreed, schedule of delivery shall be 15 days from receipt of inputs from BHEL.
- 7.7 The completed job shall be submitted in a CD or through email for BHEL's review and approval. DRCA should ensure the output is totally virus free.
- 7.8 BHEL shall approve the job only after the submitted drawing meets the quality and accuracy levels prescribed.
- 7.9 DRCA shall be fully responsible for the accuracy and adequacy of the services rendered by them. Any modifications / rectification, if required in the services rendered shall be carried out expeditiously by DRCA at their own cost and time.
- 7.10 The DRCA is required to submit their invoices to BHEL within ten (10) days from the date of approval of the job, but not later than thirty (30) days from award of job number.
- 7.11 Payment will be released within 45 days from the date of receipt of invoices from the vendors. Payments are made through EFT (Electronic Fund Transfer).
- 7.12 Penalty @ 0.5% per week to a maximum of 10% of the bill will be levied for the late delivery of the job. Date of delivery as mentioned on the Transmittal note shall be the basis for calculation of penalty.
- 7.13 Penalties may also be applied for inadequate quality of job (i.e., more than 10% rework) and detection of virus in output. Such penalties to a maximum 5% of bill value will be levied and deducted from the bill.
- 7.14 DRCA shall implement in-house quality control and shall carry out 100% quality checks on full size hard copy. This corrected copy shall be submitted to BHEL as the proof of checking whenever asked by BHEL.
- 7.15 Repetition of bad performance in terms of delivery, quality of job and detection of virus in the drawings submitted will lead to termination of the rate contract with that DRCA without any notice and work ratio allotted to that particular DRCA will be distributed to other DRCAs.
- 7.16 DRCA is responsible for adhering to the material movement and security procedure of BHEL.
- 7.17 The inputs provided to DRCA are proprietary to BHEL and confidentiality of the same is to be maintained by DRCA. Non-disclosure agreement has to be signed by DRCA for this purpose.
- 7.18 DRCA shall not utilise the services of BHEL employees for carrying out contract jobs. In case of violation of this condition, the rate contract will be terminated without any notice and the work ratio allotted to that particular DRCA will be distributed to other DRCAs.
- 7.19 **All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).**

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8.0 STANDARD TERMS & CONDITIONS:

8.1 General Instructions

Signed & Sealed offers are invited for Scope of services as detailed in the specification. Offer should strictly confirm to the specification requirement. All activities for the subject enquiry shall be furnished along with the Technical Bid. Relevant enclosures/supporting documents, if any shall be enclosed to the technical offer.

The offer must be submitted in two-parts (Technical Bid & Price Bid separately).

- (a) Technical Bid with Commercial Terms and
- (b) Price Bid.

They should be in two different sealed covers, placing these two in one big envelope. The details, like Enquiry No., Due date, whether Technical Bid or Price Bid, the address of the bidder, bidder's offer No. & Date etc. should be written clearly on the individual covers mentioning "RATE CONTRACT FOR DRAFTING OF 2D DRAWINGS USING AUTOCAD FOR PE&SD ENGINEERING". Bidder should not submit commercial terms along with the price bid, if enclosed it will be ignored. Whatever terms & conditions agreed prior to price bid opening are final.

The following documents to be filled and submitted in a sealed cover superscribing "RATE CONTRACT FOR DRAFTING OF 2D DRAWINGS USING AUTOCAD FOR PE&SD ENGINEERING (Tender Notice No: _____ and Tender Due Date: _____)":

Envelope 1 (super scribing TECHNO-COMMERCIAL BID)

- a) Signed copy of tender notice
- b) Signed copy of Technical Specification PEMC-07085 as an acceptance to all the Terms and Conditions of the Contract without any deviation
- c) Vendor evaluation form, Format PEMC-07085-ANNEX-B
- d) **UN-PRICED** Price Bid in the Format PEMC-07085-ANNEX-C duly mentioned "Quoted" against each line item in the price fields

Envelope 2 (super scribing PRICE BID)

- a) **PRICED** Price Bid in the Format PEMC-07085-ANNEX-C

Bidder shall submit the above forms filling all the required information. In case of incomplete information, the offer is liable for rejection. Each and every page of tender documents should be stamped & signed by the tenderer.

The Tender Quotations should be addressed to

Purchase Officer /PE&SD,
Vendor Complex (Tender Box)
BHEL, R.C.Puram, Hyderabad – 502032.

And dropped in the tender box located at vendor complex on or before the specified time of submission of offers.

- Tender Quotations should reach in sealed cover as mentioned above not later than 10.00 AM of tender due date specified in the Tender Enquiry.
- All the quotations received by Post/ Courier/ Fax/ E-mail/ in person on or before 10.00 AM of specified tender due date shall only be considered for opening on the tender due date.



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- Any offer received beyond 10.00 AM on the tender due date shall be rejected. No further correspondence shall be entertained.
- Whosoever desires to send offers on their own risk (complete in all respects) via e-mail have to send the technical offer and the price bid separately to technicalbid@bhelhyd.co.in and pricebid@bhelhyd.co.in respectively, mentioning the enquiry no. and due date in the email subject. BHEL in no way is responsible for non-receipt.
- Supplier shall have no claim on e-mail offers sent to any other e-mail id and incomplete offers shall not be considered for evaluation purpose.

The quotation shall be neatly typed and free from overwriting/erasures. Any correction or addition must be authenticated with a signature. The offer including annexures and brochures shall be submitted in English.

Techno-Commercial bid will be opened first, on the due date indicated on the Enquiry. After freezing the offer technically & commercially, RA/Price Bid of techno-commercial qualified bidders will be conducted/opened. Date for RA/Price Bid opening will be intimated to all the bidders in advance.

8.2 Earnest Money Deposit

Each Bidder to pay 'Earnest Money Deposit' (EMD) of Rs. 43,000/- (Rupees Forty three thousand Only) along with their technical offer in the form of Pay Order or Demand Draft drawn in favour of BHEL.

EMD given by all unsuccessful bidders shall be refunded normally within fifteen days of acceptance of award of work by the successful bidder. EMD shall not carry any interest. EMD of successful bidder shall be converted and adjusted against security deposit. Technical offers received without EMD are liable for rejection. Demand draft shall be drawn in favor of BHEL, R.C.Puram, Hyderabad.

8.3 Security Deposit

Security Deposit at the rate of 5% of the Contract value will be collected from the successful bidder.

EMD paid by the successful bidder shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of 5% of the contract value shall be accepted in the following forms:

- Cash (as permissible under the extant Income Tax Act)
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)



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At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount progressively from each of the running bills of DRCA till the total amount of the required Security Deposit is collected.

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

The Security Deposit shall not carry any interest.

8.4 Validity of the offer

- a) The offer by the bidders shall be kept valid for 6 months from the date of bidding.
- b) If the job is awarded, the successful bidder's price shall be kept firm till 24 months from the date of Service PO or till completion of the project, whichever is later.

8.5 REVERSE AUCTION: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non submission of 'online seal bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Information and General Terms and Conditions governing RA are enclosed as per Annexure-D of tender documents. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them

BHEL reserves the right to decide the successful bidder on the basis of reverse auction process (RA). In such case all qualified bidders will be intimated regarding procedure/ modality of process prior to RA and price will be decided through RA process only.

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, Price bid contained in sealed envelope will be opened for deciding the successful bidder. BHEL's decision in this regard will be final & binding on bidder.

9.0 OTHER INSTRUCTIONS

- 9.1 It shall be responsibility of the successful bidder (DRCA) to ensure timely delivery of all the drawings.
- 9.2 DRCA shall familiarize fully with the standards/ procedures/ practice/ quality requirements of BHEL / Customer, to avoid any dispute at later date and after order placement.
- 9.3 BHEL shall not pay any amount, other than the fee specifically agreed, towards any cost incurred by DRCA by way of salaries to his employees (income and taxes) insurance of any

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nature, benefits/bonus to the employees, etc. BHEL's liability is limited to the amount contracted for the services to be rendered under the scope of work defined.



- 9.4 DRCA shall not commit any expenditure on behalf of BHEL without BHEL's consent in writing, during the execution of the work defined in the scope.
- 9.5 DRCA shall bear all expenses/fee penalties if it infringes on patents/licenses of any persons/ organizations or in case of suits, court proceedings, damage claims etc., due to any reason whatsoever.
- 9.6 DRCA shall ensure that it possesses the latest revisions of various national and international standards, codes of practices, statutory & environmental regulations etc. as applicable, for execution of the work. BHEL shall not provide any such documents to DRCA. Engineers of DRCA assigned for the drafting work shall have familiarity on relevant documents as mentioned above for their use and applications.
- 9.7 BHEL reserves the right to terminate or suspend the contract or withdraw part of the scope of the work at any stage of its execution, if it found that DRCA has not met its obligation for the performance / progress is not up to the expected standards and overall work is likely to suffer. In such an event, BHEL shall give one-month notice in writing. In such case all costs incurred accordingly by BHEL to complete any work forming part of the contract shall be recovered from DRCA. In case of such premature termination of contract, BHEL reserves the right to claim damages from DRCA including the initiation of judicial proceedings.
- 9.8 DRCA shall keep all information/data/drawings etc. related to the work as confidential information and shall not divulge or use the information indirectly or directly in any way detrimental to the interest of BHEL. All drawings, documents, manuals, design calculations including all originals prepared or obtained during the work shall remain the property of BHEL and shall be handed over to BHEL on demand.
- 9.9 DRCA shall comply with the laws and regulations of the country, the state and territories concerned, during the progress of the work.
- 9.10 In the event of any query, dispute, or differences arising out in connection with the contract, whether during the progress of work or after its completion, BHEL and DRCA shall nominate one arbitrator each. The arbitration shall be conducted in accordance with the latest provisions of the Indian arbitration act 1940.

10.0 ENCLOSURES

- ANNEXURE-A Categorization of Drawings and Estimated number of Drawings (Sheets) proposed to be offloaded
- ANNEXURE-B Vendor Evaluation Form
- ANNEXURE-C Price Bid
- ANNEXURE-D Information and General Terms and Conditions governing Reverse Auction (RA)

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RECORD OF REVISIONS

Rev	Date	Revision Details	Prepared	Approved
00	15.12.16	First Issue	 Raghavendra	 Srikanth G