

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT) FOR NEUTRAL GROUNDING RESISTOR

1. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of “**Neutral Grounding Resistor (NGR)**” required at various BHEL project sites on behalf of various Project Groups. Framework Agreement (Rate Contract) validity for ordering shall be two years from the purchase order for Rate Contract.
2. Framework Agreement (Rate Contract) shall be finalized only with suppliers who are registered with BHEL-PEM. Suppliers who are not registered with BHEL-PEM (suppliers already registered with other BHEL Units shall also be required to apply registration in BHEL PEM) needs to apply & get registered for subject package with PEM before Reverse Auction & hence they need to apply online for registration on PEM web portal & have to enclose acknowledgement with the bid documents else their bid may not be considered for evaluation.

The Suppliers who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at <https://bhel.com/supplier-registration>.

All credentials and/ or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

3. Framework Agreement (Rate contract) is proposed to be done with 2 suppliers in ratio of 70:30 value wise at L1 F.O.R. Site Price (Ex-works + freight) for this package. However, order for a project shall not be split.
4. Variation of Contract Value: Quantity variation shall be applicable as (+/-) 30% of the contract value. Suppliers shall be informed that the quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.
5. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of **Neutral Grounding Resistor (NGR)** required at various BHEL project sites on behalf of various Project groups. All Suppliers shall note the following: –
 - a) As and when requirement arises, the concerned Purchase Department of respective BHEL unit will place order directly on the Supplier against the Framework Agreement (Rate Contract).
 - b) The drawings/ documents submission & approval, submission of Performance Security/ Performance Bank Guarantee, submission of invoices, processing and release of payment after supply of material, contractual dispute & commercial matters shall be dealt as per Framework Agreement (Rate Contract) contract terms & conditions directly by Purchase Department of respective Project Group, who has placed the Purchase Order against the Rate Contract.
6. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC.
7. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing Purchase Order for a specific project based on the Rate Contract.
8. Price Variation shall not be applicable for the subject package.
9. Inspection of materials shall be carried out by BHEL/ CQA and or by Customer or by an Authorized Agency at manufacture’s works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/ Customer MDCC. It is responsibility of Supplier to obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.
10. Supplier shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL.

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11. Items have to be manufactured as per the specification and supplied strictly in accordance with the approved BHEL/ Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL/ Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.
12. Other terms and conditions shall be as per Standard Technical Specification no. PE-RC-999-506-E001, GCC Rev. 07, Corrigenda 01 & Corrigenda 02 to GCC Rev 07 and Enquiry Letter.
13. This Enquiry is subject to Conditions/ limits if any imposed in BHEL-PEM PMD/ Supplier registration.
14. Tentative quantity is given in the Enquiry.
15. Suppliers to submit offer for RC of said items ONLINE via BHEL-GePNIC Portal only. Suppliers to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the Supplier as a token of acceptance of all the terms and conditions of tender.
16. The Supplier along with its associate/ collaborators/ sub-contractors/ sub-Supplier/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.