

ANNEXURE- III TO NIT REF NO-PE/PG/RTC/E-5703/2017, DTD-12.09.2017

Special Condition of Rate Contract for Butterfly Valve Steam Service

1. BHEL/PEM intends to enter into Rate Contract for the tendered various type/sizes initially for a period of two year. The Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract. Validity for ordering shall be two year from the purchase order for Rate Contract.
2. Transit Insurance is in BHEL scope
3. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing order for a specific project based on the Rate Contract.
4. In case of Indigenous bidders, the freight charges shall be payable, as calculated at percentage of ex-works prices quoted by the bidder or actual freight charges paid to transporter whichever is lower against production of documentary evidence. Vendor to quote freight charges as percentage (%) of ex-works price for destination anywhere in India.
5. The prices shall remain firm during the period of two year with a provision for further extension after review on mutual consent.
6. **In case of Indigenous bidders:** 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 vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM 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-PEM.

Items have to be manufactured as per 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.

7. In case of Foreign Bidders:

In case of Imported Supplies, advance notice of 30 days for participation in inspection (if applicable, in line with approved QAP/ Customer Hold Points) shall be given by vendor. Third party inspection agency shall be informed to vendor by BHEL-PEM.

Test Certificates / Inspection reports (as applicable) duly accepted by the Inspection agency in line with approved QAP/ Customer Hold Points shall be submitted to BHEL/PEM, NOIDA. The above Inspection reports / Test certificates shall be reviewed by PEM-Engineering in line with the Technical Specifications & Approved Data sheets and then sent to Customer for their clearance. The dispatch clearance (MDCC) by Customer shall be given to the foreign supplier (or their representative in India) through BHEL/PEM after acceptance of above test certificates by Customer.

Inspection charges shall be borne by the vendor and the same shall be included in his offer to BHEL-PEM.

Items have to be manufactured as per 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.

8. Mode dispatch for indigenous vendors shall be by road through Schedule Bank/BHEL (PEM) approved transporters.
9. Other terms and conditions shall be as per Standard Technical specification no. PE-TS-020-100-M016, GCC Rev 06, GST related Corrigenda to GCC Rev.06 and Enquiry letter.



10. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
11. Tentative quantity is given in enquiry.
12. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
13. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ 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.

A handwritten signature in black ink, consisting of stylized cursive letters, located on the right side of the page.