

ANNEXURE- II TO NIT, Enquiry No.: PE/PG/RTC/E-5645/2017
Special Condition of Rate Contract for LT PVC Control Cable

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. 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. Vendor to note that Excise Duty is payable on self manufacturing item only as per clause no 4.1.2 of GCC Rev 06 & hence for their BOI may quote Excise Duty is inclusive or Nil.
6. The prices shall remain firm (except for those items in which PVC is applicable as per NIT) during the period of two year with a provision for further extension after review on mutual consent.
7. **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.

8. Mode dispatch 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-RC-999-507-E004 Rev 00 & GCC Rev 06, 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. Bidders to submit offer for RC of said items ONLINE via e-Procurement System only. 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.
14. Prices shall be variable as per Price Variation Formulae, which is available at <http://www.bhelpem.com/Tenders.aspx>. The prices shall be limited to +10% of total Ex works price actually supplied (cable size wise) & -ve price variation shall be unlimited.