



Bharat Heavy Electricals Limited  
Ramachandrapuram : : Hyderabad – 502032.  
Purchase Department  
Product Division : CMM

Ref: Enq.No.N6/19/LUBES/RC/HYD

ANNEXURE – II

| Sr no | Special terms and conditions for RC of 2019-21.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Supplier Remark |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1     | This Tender is for entering into a Rate Contract for a period of two years. The Rate Contract (RC) will be operated by all BHEL Units and Regions. Individual Units & Regions will issue Purchase Orders as per their requirement for the items entered in RC. List of SISMs along with telephone / addresses is to be enclosed for placement of orders on the respective offices across India.                                                                                                                                                                                                                                                                                                                                                                          |                 |
| 2     | Supplier should give technically suitable offer for MINIMUM 80% OF THE ITEMS SHOWN IN ANNEXURE-I. Otherwise Supplier offer will be summarily rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |
| 3     | Suppliers other than IOCL shall quote equivalent brands for the IOCL brands indicated in Annexure- I and should furnish clearly which of their brand is quoted against which IOCL brand. In case no item is to be offered , Kindly clearly mentioned regret for such item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |
| 4     | Supplier who will be offering their products for Servo Prime , Servo Way, Servo Mesh SP, Servo System, Servo HLP series for first time (Supplier who has never supplied these grades to any BHEL Unit / Sites or do not have Rate Contract for these Series items with BHEL ) have to submit OEM Certification / successful Purchase Order execution proof for 25 % of tender qty for offered items in last 2 Years.                                                                                                                                                                                                                                                                                                                                                     |                 |
| 5     | Supplier to submit the Test Certificates /Purchase Orders Executed / Rate Contract entered with Original Equipment Manufacturer (OEM)/ OEM Certifications for items being offered.Supplier test facility should be certified by NABL/API Agencies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |
| 6     | Supplier should submit test certificates for supply made as per applicable IS standard for offered product.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
| 7     | Supplier must ensure the sourcing of Base Oil from Authenticated sources and should submit source of Base Oil taken in Last One Year. BHEL may ask for Test Certificate for Base Oil and Source of Base Oil during Rate Contract Period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |
| 8     | The Supplier must provide the Material Safety Data Sheet (MSDS) of their offered product at the time of supply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |
| 9     | The purchaser or its authorized representative shall have the right to inspect and /or to test the Lubricants to confirm their conformity with the contract and in case any inspected /tested Lubricants fail to perform to the stipulated specifications, the purchaser may reject them and the supplier shall either replace the rejected Lubricants / make all alterations necessary arrangements as per the specifications at free of cost to the purchaser.The items can be inspected at final destination.<br>However, Manufacturer's Standard Test Certificates along with the Guarantee Certificate, indicating the conformation to the specification of the order should be submitted to the concerned consignee in advance.                                    |                 |
| 10    | Supply of Lubricants and Greases shall be done in Non-returnable MS Barrels. Packing Size of Lubricants shall be in 210 Ltrs , Greases in 182 Kgs and Grades like Servo Coat Series in 200 Kgs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |
| 11    | The enquiry quantity shown in Annexure-I are tentative. In actual ordering , it may be less . In case it is more, tolerance of 20 % is applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |
| 12    | Supplier shall undertake to get necessary registrations like location code, Sales Tax & Excise registrations for the new locations (BHEL Units) which would like to have a "COLG" concept. A separate agreement to be entered and also to issue an Indemnity Bond for the lubricants to be stored in the Go-down under COLG concept. The operating cost of COLGs is in the Account of Supplier. Lubes Shall be Supplied for " COLG" ( Company operated Lubes Godown ) and on free delivery basis wherever " COLG" is available with our Units , Otherwise supply shall be on door delivery basis from nearest Depot. If any of ours Units Prefers Delivery on COLG Basis, the same will be informed to nearest office and supplier shall provide " COLG" for such units. |                 |
| 13    | Supplier shall provide technical services assistance to BHEL units where ever required with respect to conducting seminars, monitoring of large volumes systems Lubes Oils and other service reports from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |

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| 14 | <p>SUPPLIERS CAN QUOTE FOR PRICE VARIATION FORMULA (PVF) AS PER THE FOLLOWING FORMULA (SAMPLE).</p> <p>a. <math>P1 = PQ + (BO1 - BOQ)</math> WHERE</p> <p>b. P1 = PRICE OF FINISHED PRODUCT APPLICABLE FOR A MONTH IN RS./LTR/KG.</p> <p>c. PQ = PRICE OF FINISHED PRODUCT AS FINALIZED IN THE TENDER IN RS./LTR/ KG. (THIS WILL BE CONSTANT THROUGH OUT THE PERIOD OF RATE CONTRACT).</p> <p>d. [P1 &amp; PQ ARE THE NET OF CENVAT PRICES ie.NTV-DISCOUNT]</p> <p>e. BO1 = IOC, KolKata PRICE OF BASE OIL (SN 500 &amp; BS 150) OF APPLICABLE VISCOSITY RANGE (CLASSIFICATION) AT THE START OF EACH MONTH IN RS./LTR/ KG.</p> <p>f. BOQ = IOC, KolKata PRICE OF BASE OIL (SN 500 &amp; BS 150) OF APPLICABLE VISCOSITY RANGE (CLASSIFICATION) IN RS./LTR/KG., AS ON 01.06.2019 &amp; IS CONSTANT THROUGH OUT THE PERIOD OF RATE CONTRACT.</p> <p>g. BO1 &amp; BOQ = % OF SN 500 X PRICE OF SN 500 + % OF BS 150 X PRICE OF BS 150</p> <p>h. BO1 &amp; BOQ ARE ASSESSABLE VALUE / TRANSACTION VALUE BEFORE TAXES (ED,CESS, SALES TAX/VAT ETC.)</p> |  |
| 15 | <p>Prices ( Net Of Taxes ) shall be firm for all Purchase Orders released for the applicable month during the Duration of Rate Contract Period and will be on F.O.R. Destination basis including Packing , Forwarding, Handling Charges,Freight charges and Insurance. The Rates will be subjected to PVC (Price Variation Clause) on monthly basis as per the PVF formula in Annexure – II.</p> <p>M/s IOCL shall be furnishing base oil prices of SN 500 &amp; BS 150 Ex-IOCL-KolKata for every month to BHEL Ramachandrapuram by 1st working day of the beginning of every month for working out the prices for each month. The net of Taxes prices will remain FIRM during that month and any change in list prices discounts will be adjusted by Supplier in such a way that the Net of Taxes prices will remain FIRM during that month.</p>                                                                                                                                                                                                  |  |
| 16 | <p>For Project supplies, PO as per actual Project requirement would be placed on prevailing PVC price for the month. The rate in the PO would be hold good for the PO quantity till it is executed and not affected by any upward/downward movement in price due to subsequent monthly PVC. GST payable extra as applicable at the time of delivery.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 17 | <p>Delivery : F.O.R. Destination basis up to BHEL Stores/Project Sites in India. For Foreign Sites , F.O.R. Destination upto nearest Seaport.Lubes shall be supplied to all the BHEL units and projects on Free Delivery basis. For Plant /unit/Projects supplies minimum lead time of 15 days will be given from the date of placement of PO. Wherever COLG is available BHEL to give its monthly requirements before 15 days of every month for enabling Supplier to arrange the supplies as per BHEL schedules to the COLG.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 18 | <p>Terms &amp; conditions for Hydro Project sites which are located in remote hilly areas :-</p> <p>1) Delivery period - 1 month from the date of receipt of PO by Supplier / Duty exemption Documents as required by Supplier, if applicable /receipt of road permit by Supplier, whichever is later.</p> <p>2) Penalty terms – Terms of delivery shall be 'Ex-works dispatch date'.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 19 | <p>Individual units / regions will operate the second source at their discretion if required. Supplier whose brands are specified by customer will be asked to match L1 prices. If the vender agrees, Separate contract will be entered into with this Supplier also by Individual units / regions .</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 20 | <p>Supplier should comply with all statutory requirements pertaining to environmental standards for the Manufacturing ,Packing ,supply and Transportation of Lubricants and Greases.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 21 | <p>The RC will be valid for ordering till two years from the date of entering into rate contract and supplies should be completed within 3 months from the date of RC expiry and the Prices applicable for such supplies will be as per PVC formula on the date of supply.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 22 | <p>If during the tenure of the contract any technical problems are noted or otherwise there is delay in supplies BHEL reserves the right to put on " Hold" further supplies and take supplies from the other Supplier figuring in the rate contract under risk purchase clause ( Incase of default /Late delivery , Purchaser ( BHEL) Reserves the right to make alternative arrangement of procuring material at supplier's Risk and Cost ).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |

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|                     | <p>Integrity Pact (IP) : Supplier to Mandatorily submit duly filled and signed Integrity Pact Annexure V along with their Quote.</p> <p>(a) IP is a tool to ensure that activities and transactions between the company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. Following independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <p>SI IEM Address Phone &amp; Email</p> <p>1 Shri D.R.S Chaudary<br/>IAS (Retd.) E-1/64, Area Colony,Bhopal 462016 (M.P.) Ph: +917554050494<br/>dilip.chaudary@icloud.com</p> <p>2 Mrs.Pravin Tripathi<br/>IA &amp; AS (Retd) D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi-110068 pravin.tripathi@gmail.com</p> <p>(b)The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, incase of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any compliant arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p>Note:</p> <p>No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc on the tenders issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below.</p> <p>Details of contract person(s)</p> <table><tr><td>(1)</td><td>(2)</td></tr><tr><td>Name: Tushar Lonare</td><td>Name: Ajay Pekde</td></tr><tr><td>Sr Pur Officer/CMM</td><td>Sr manager/Pur/CMM</td></tr><tr><td>HPEP Hyderabad</td><td>HPEP-Hyderabad</td></tr><tr><td>04023182173</td><td>04023182410</td></tr><tr><td>tusharbl@bhel.in</td><td>ajaypekde@bhel.in</td></tr></table> | (1) | (2) | Name: Tushar Lonare | Name: Ajay Pekde | Sr Pur Officer/CMM | Sr manager/Pur/CMM | HPEP Hyderabad | HPEP-Hyderabad | 04023182173 | 04023182410 | tusharbl@bhel.in | ajaypekde@bhel.in |  |
| (1)                 | (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |     |                     |                  |                    |                    |                |                |             |             |                  |                   |  |
| Name: Tushar Lonare | Name: Ajay Pekde                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |     |                     |                  |                    |                    |                |                |             |             |                  |                   |  |
| Sr Pur Officer/CMM  | Sr manager/Pur/CMM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |     |                     |                  |                    |                    |                |                |             |             |                  |                   |  |
| HPEP Hyderabad      | HPEP-Hyderabad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |     |                     |                  |                    |                    |                |                |             |             |                  |                   |  |
| 04023182173         | 04023182410                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |     |                     |                  |                    |                    |                |                |             |             |                  |                   |  |
| tusharbl@bhel.in    | ajaypekde@bhel.in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |     |                     |                  |                    |                    |                |                |             |             |                  |                   |  |
| 23                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |     |                     |                  |                    |                    |                |                |             |             |                  |                   |  |