

**ANNEXURE III TO NIT REF NO-PE/PG/RTC/E-6557/2020, DTD-12.11.2020 SPECIAL CONDITION OF
(FRAMEWORK AGREEMENT) RATE CONTRACT FOR LT PVC POWER CABLES**

1. BHEL/PEM on behalf of various BHEL units intends to enter into (Framework Agreement) Rate Contract for supply of the tendered items for a period of two years. The (Framework Agreement) Rate Contract shall come into force from the date of issue of Purchase order for Rate Contract. Validity for ordering shall be two years from the purchase order for (Framework Agreement) Rate Contract.
2. For this specific tender, Purchaser word referred in GCC Rev 07 shall mean BHEL units which will place project specific purchase order to seller on the basis of framework agreement (rate contract) finalized with this tender.
3. Seller to use GSTIN number (wherever required) of Purchaser i.e. BHEL unit who will issue project specific purchase order. GSTIN number mentioned in GCC Rev 07 shall be applicable for all project specific purchase orders issued by BHEL PEM.
4. Clause no 7 of GCTC, GCC Rev 07 is applicable for project specific purchase orders issued by BHEL PEM. For other BHEL Unit who will issue project specific purchase order, their respective DMS for drgs/docs submission will be applicable.
5. 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 (Framework Agreement) Rate Contract
6. Transit Insurance is in BHEL scope
7. 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 (Framework Agreement) Rate Contract.
8. The prices shall be on PVC basis during the period of two years with a provision for further extension after review on mutual consent. All bidders to quote as per the Price Variation Formulae for Cables uploaded on BHEL PEM website on the link - <https://www.bhelpem.com/Documents/GCC/Price%20Variation%20Formulae%20for%20Cables.pdf>
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 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 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.

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.

10. Other terms and conditions shall be as per Standard Technical specification no, GCC Rev 07 & Enquiry letter.
11. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
12. Tentative quantity is given in enquiry.
13. Bidders to submit offer for (Framework Agreement) Rate Contract of said items ONLINE via e-Procurement System only. Bidder to upload tender documents complete 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.
14. 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.