**ANNEXURE – A**

**TECHNO - COMMERCIAL TERMS AND CONDITIONS**

| | |
|---|---|
| **Description of the Material:** | **Elevator and Mandatory spares** |
| **BHEL Tender No. & Date** | |

**GENERAL INFORMATION**

QUOTATIONS: Interested bidders / Suppliers shall submit their offer through e-Procurement mode at https://bhel.abcprocure.com Offers in any other mode will not be accepted. For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps. In case of any assistance, please contact for support in this link: https://bhel.abcprocure.com/EPROC/contactus

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's Issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

| Sl. No. | Terms and conditions | Vendor's confirmation |
|---|---|---|
| 1 | The Tender will be operated on Two Part Bid basis and you are requested to submit Techno-Commercial bid and Price Bid in e-procurement site. (Vendors who are not having DSC, shall obtain the same & quote accordingly). For details related to bidding through e-procurement site (abcprocure) please visit URL-ttps://bhel.abcprocure.com. Part-I: Techno-Commercial bid (Unpriced Quotation for Elevator, Mandatory spares and Erection & Commissioning). Part-II: Priced bid (Elevator, Mandatory spares and Erection & Commissioning charges). | Noted |
| 2 | **Technical Offer:** The offer shall be as per technical documents attached along-with the Enquiry. Deviations, if any, shall be indicated in the Technical Deviation Format attached with the enquiry. | Noted |
| 3 | **Firm Price:** The quoted / finalised rates shall be Firm till execution of the supplies. Vendor has to quote price according to the requirement as detailed in the attached technical documents. Unless there is a change in technical specification from BHEL side, impact price will not be allowed. Vendor to clearly study the requirement in the tender and this Annexure. In case of any query, please contact:<br>Mr. M Sudala Srinivasan, Dy.Manager/Materials Management /BOI Tel: 0431-2575478, email: mssvasan@bhel.in<br>Mr. Joydev Sardar, Sr.Engineer/Materials Management/BOI or Tel: 0431-2577994, email: joydevsardar@bhel.in<br>Mr. N Mohan, Asst./Engineer /Materials Management/BOI Tel: 0431-2577446, email: mohann@bhel.in<br>and get your queries cleared before submitting the offer in EPS.<br>Rates / other Price elements once quoted in the Enterprise Procurement System (EPS) cannot be changed and shall remain final. | Noted |
| 4 | **Package Details: Elevator with container, Mandatory Spares, Erection & Commissioning charges. Partial quantity offer will be rejected. The evaluation of offers will be done on Total Cost to BHEL on single Package basis, which includes Elevator with container & Mandatory Spares on Destination basis; along-with Erection & Commissioning charges and applicable Taxes & Duties. The Erection & Commissioning charges has to be quoted separately for each Elevator.** | Noted |
| 5 | **Indigenous vendors:** Each Elevator shall be sent to Project site in a Single Container to project Site and the spares shall be sent as a separate consignment to BHEL Stores Trichy.<br>**Foreign Vendors:** Each Elevator shall be sent in a Single Container and the mandatory spares shall be sent as a separate Consignment. | Noted |
| 6 | **Inspection**<br>Indigenous vendor: The Inspection will be done by BHEL/Third Party Inspection Agency & NTPC at vendor works.<br>Foreign vendor: The Internal Inspection Reports to be forwarded for reviewing by BHEL & Customer. | Noted |
| 7 | Only Manufacturers are eligible to participate in this bid. | Noted |
| 8 | The Indian Representatives / Agents of Foreign vendor may participate on behalf of their Principals subject to submission of Authorisation letter (latest, within one year) | Noted |
| 9 | Foreign vendor: Should indicate the agency in India to carry out the Erection and Commissioning, handing over to BHEL/end customer. | Noted |
| 10 | Offers will be considered subject to Customer / NTPC approval and accordingly the Price Bid of the customer approved vendors only will be opened, with due intimation. You are requested to submit the filled NTPC Questionnaire along with the relevant credentials for taking up with NTPC for approval. | Noted |
| 11 | **Delivery terms for Indigenous vendors**:<br>Indigenous vendors shall submit offer on F.O.R- basis to Panki Project Site, Kanpur, UP State for Elevator with container and on F.O.R basis to BHEL Stores Trichy for Spares. The offer shall be on inclusive of Packing, Forwarding & Freight;<br>**Insurance shall be on BHEL scope**.<br>(Delivery term Ex-Works, Freight to pay basis are not acceptable to BHEL) | Accepted |
| 12 | **Inco terms for Foreign vendors**:<br>Import vendors shall submit offer on C.F.R-Chennai Sea Port basis, for Elevator with container and Mandatory spares.<br>**Transit Insurance will be on BHEL scope**. | Noted |
| 13 | Import Vendors: Please indicate the Port of loading.<br>Port of discharge: Chennai Sea port | |
| 14 | Import Vendors: Weight of the Total Consignment shall be indicated. | |
| 15 | **Indigenous Vendor Payment terms (Non-MSE):** | |

| | | |
|---|---|---|
| | • Elevator with container: 80% direct payment after 60 days from the date of dispatch against site acknowledgement and 20% after handing over protocol at site, against 10% PBG, valid for the warranty period.<br><br>• Elevator Mandatory spares: 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials.<br><br>• Erection & Commissioning: 100% payment will be made on handing over of the Elevator on submission of handing over protocol with claim, along with applicable taxes/duties on submission of Invoice along with HOC protocol signed by vendor, BHEL Site and end customer.<br>**Note:** PBG format is attached with the Enquiry. | Accepted |
| 16 | **Foreign vendors Payment terms:**<br><br>• Elevator with container: 80% payment on CAD basis after 60 days from the date of receipt of documents through Bank and 20% after handing over protocol at site against 10% PBG valid for the warranty period.<br>or<br>80% usance LC with 60 days credit and 20% after Erection & Commissioning against 10% PBG for the warranty period.<br><br>• Elevator Mandatory spares: 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank.<br>or<br>100% usance LC with 60 days credit will be opened one month prior to material readiness.<br><br>• Erection & Commissioning: 100% payment will be made on handing over of the Elevator on submission of handing over protocol with claim along with applicable taxes/duties on submission of Invoice along with HOC protocol signed by vendor, BHEL Site and end customer.<br>**Note:** PBG format is attached with the Enquiry.<br>Bank Charges outside India are to be borne by vendor only and the bank charges within India shall be borne by BHEL.<br>**If supplier insists for LC, only Usance LC with 60 days credit will be opened one month prior to material readiness, further loading @ 1.5% on the offered value will be considered. If Hence supplier shall intimate the material readiness accordingly for opening of LC. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.** | Accepted / Not Accepted |
| 17 | **Deviation in Payment Terms: Any deviation in the above Payment Terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.** | Noted |
| 18 | **Liquidated damages:** Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the Total order value per week of the delay or part thereof subject to a maximum of 10% of the total order value.<br>**Loading Criteria LD / Penalty:** Any deviation on BHEL LD / Penalty clause, loading (Basic material Value) will be applied to the extent to which it is not agreed by the bidder. LD is for Total Order Value and not for undelivered goods. If LD for undelivered portion is only acceptable, then a loading of 10% on Basic Material Value will be applied. | Accepted / Not Accepted |
| 19 | **Guarantee / Warranty Period:** The Vendor shall guarantee that the materials, workmanship and performance of the apparatus installed under this specification is perfect in every respect and that they will make good of any defects (not due to careless operation) which may develop within 18 months from the date of formal handing over of the equipment.<br>**Deviation in Guarantee / Warranty Period:** No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period. Their offer will be rejected. | Accepted |
| 20 | **Delivery period for Elevator & Mandatory Spares**: Vendor shall offer their best possible shortest delivery period.<br>Vendor quoted delivery period shall include all activities i.e. Manufacturing / Production, sourcing, Inspection, Packing, Forwarding and dispatch. | |
| 21 | **Delivery period for Erection & Commissioning**: Vendor shall offer their best possible shortest E&C period after formal handing over of Elevator shaft to them. | |
| 22 | **Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract / cancel the PO and to Purchase elsewhere, at the risk and cost of the seller, either the whole of the goods or any part which the supplier has failed to deliver or despatch within the delivery period mentioned in the PO. This clause is mandatory, for the vendor to accept, else the offer will be summarily rejected. If not acceptable, please mention the same in writing, in the next column. | **Accepted** |
| 23 | **Validity of offer for Elevator, Mandatory Spares and Erection & Commissioning**: 120 days from the date of Part-I opening. | Accepted |
| 24 | GST DETAILS, BHEL TRICHY **GST No. 33AAACB4146P2ZL** | Noted |
| 25 | **Indigenous vendor: Please mention your PAN No.** | |
| 26 | **Indigenous vendor: Please mention your GSTIN Number** | |
| 27 | **Implementation of GST**<br>1. Response to Tenders for Indigenous supplier will be considered only if the vendor has a valid GST registration no which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting | |

| | | |
|---|---|---|
| | documents need to be furnished for considering the offer.<br>2. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.<br>3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).<br>4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.<br>5. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment details. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.<br>6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supply, within the calendar month notified by BHEL.<br>For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills | Noted<br><br>(N/A for Foreign vendors) |
| 28 | **BENEFITS TO MSE VENDOR:**<br>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copies of either<br>1. Valid NSIC certificate or EM II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over. **OR**<br>2. **Udyog Aadhaar Memorandum No. & CA Certificate** applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status.<br>Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (Part 1 in case of two part bid). **Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal even if submitted earlier.**<br>Documents should be notarized or attested by a Gazetted officer.<br><br>**For Package basis (Non-Splitable):**<br>**i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor.**<br>**ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.**<br>**iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on.**<br>**iv. Finally if none of the MSE vendor in the price band is not accepting, it will be ordered on L1 non MSE vendor.**<br>**For Item wise evaluation (Splitable):**<br>**If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendors who are quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for 25% of the tendered quantity.**<br>➢ **3% reservation for women owned MSEs, within the above mentioned 25% reservation.**<br>➢ **6.25% reservation from MSE owned by SC / ST entrepreneurs, within the above mentioned 25% reservation.**<br><br>**In case of more than one such MSE, the supply shall be shared proportionately.**<br><br>Payment for MSE indigenous vendors will be as per MSMED Act, 2006. | Accepted /<br>Not Accepted<br><br>(N/A for Foreign vendors) |
| 29 | MSE VENDOR (N/A for Foreign vendors) | YES / NO |
| 30 | IF MSE VENDOR, PLEASE PROVIDE UDYOG AADHAR MEMORANDUM (UAM) & CA Certificate signed in current financial year (N/A for Foreign vendors) | Submitted/<br>Not Submitted |
| 31 | **Definitions of MSEs owned by SC/ST is under:**<br>• **In case of proprietorship firm, proprietor must be SC/ST.**<br>• **In case of partnership firm, the SC/ST partners must be holding at least 51% shares in unit.**<br>**In case of private limited companies, at least 51% share must be held by SC/ST promoters.**<br>Authorised Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.<br>• District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1st class stipendiary magistrate / Sub divisional Magistrate / Taluka Magistrate / Executive magistrate, Chief Presidency magistrate / Additional chief presidency magistrate/Presidency magistrate. | Accepted /<br>Not Accepted<br><br>(N/A for Foreign vendors) |

| | | |
|---|---|---|
| | • Revenue Officer not below the rank of Tashildar.<br>• Sub-Divisional officer of the area where the individual and / or his family normally resides.<br>***To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.*** | |
| 32 | **Unregistered BHEL (Non-PMD) Temporary vendors for this item code should comply the following:**<br>i. Supplier should submit the filled in supplier registration forms (SRF) available in the BHEL website https://supplier.bhel.in and the other required documents called for in the SRF. Please forward the SRF No..<br>ii. The hard copy of the submitted SRF shall be submitted to SDC Dept. The same shall be scrutinized as per BHEL evaluation procedures<br>iii. The contact details of SDC are as below:<br>Ms. Nalini Subramanian, SDC / MM, 4th Floor, Building 24,<br>BHEL, Trichy – 620014 Ph. No.: 0431-2577301, *nalini.s@bhel.in*<br>iv**Registered BHEL PMD vendors (for this item / Matl Gp) need not submit the SRF and this point is not applicable.** | Accepted / Not Accepted |
| 33 | **Document Submission**: **Along with the offer:**<br>1. Sub-delivery enquiry deviation format.<br>2. NTPC Vendor Quality Plan Format / Endorsement sheet<br>3. NTPC Questionnaire.<br>4. Filled-in/signed Commercial terms and conditions (this document) to be submitted.<br>5. Unpriced offer submitted through EPS shall contain minimum of above documents,<br>6. If MSE vendor, please attach UAM No. along with CA Certificate (N/A for Foreign vendors)<br>8. All the technical documents which have been attached along with our enquiry i.e., Specification, Elevation Location Diagram are to be endorsed on all pages with company seal and Catalogues, leaflet, General arrangement drawings etc. for technical evaluation and for getting customer approvals. Also, the documents mentioned in the Specification TCI:263:ELEV:N/ Rev 01 has to be submitted. | Submitted/ Not Submitted |
| 34 | Any deviation on technical/QP/packing requirements shall specifically be indicated in the "sub-delivery enquiry deviation format" attached along with the enquiry. Deviations / clarifications declared elsewhere will not be evaluated. **Also, any deviations from the commercial terms and conditions shall be clearly spelt out in this format itself**. Deviations / clarifications declared elsewhere will not be considered.<br>Deviations taken, if any, by vendor as per our requirement above shall be clearly, accepted by BHEL in writing during enquiry / evaluation stage itself.<br>In the event of an order no deviations, unless accepted clearly by BHEL in writing during enquiry stage will be entertained and all other techno-commercial requirements will be binding on successful bidder and failure to execute the terms will lead to disciplinary action by BHEL against the said bidder. | Noted |
| 35 | As per Clause-22 of Specification TCI:1728:ELEV/Rev 00, the following optional prices shall also be submitted in the price bid (Part-II) along with offer:<br>• Rate for addition / deletion of 1 number landing.<br>• Rate for addition / deletion of 1Mtr. in travel height.<br>• Additional price of Automatic Rescue Device (ARD) for increased height of 15 Mtrs.<br>• Audio annunciation in the form of metres.<br><br>As Per Clause-14 of above mentioned Specification, Vendor shall furnish the List of start-up, commissioning and recommended spare parts during normal operation, separately in the offer, with item wise price under the title "Schedule of Spare Parts". **The unit prices of these recommended spares shall be valid for three years of normal consumption for operation of the plant. Vendor to attach an unpriced bid mentioning the details of the above in the Part-I Bid.** | Submitted |
| 36 | While submitting price bid in the EPS, vendor shall not quote different prices for identical items listed in enquiry (main boilers & spares). In case different prices are quoted for same / identical items/ materials, lowest of the two will be considered for ordering. | Noted |
| 37 | Vendors who have registered themselves as MSE, cannot claim the benefits unless they submit the UAM No. and the CA certificate signed in the current financial year, along-with the EPS offer for each tender; failing which vendor shall not claim MSE benefits. (N/A for Foreign vendors) | Noted |
| 38 | Any pre-bid queries / clarification / document requirement etc. shall be asked within 3-4 days of floating tender in EPS. Tender due date extension will not be given without valid reason. Tender due date extension request has to be given before due date / time along-with a valid reason. | Noted |
| 39 | It has been observed that vendor gives confirmation to commercial terms & conditions specified in this Annexure and also gives different / separate terms & conditions in the unpriced bid / offer documents. **The commercial terms & conditions accepted in this Annexure-A, alone shall be binding between BHEL and the Vendor** | Accepted |
| 40 | "Sub-Delivery Enquiry Deviation Format" is important document which has to be filled, (signed & sealed) with all the technical refere document details and attached along with the offer in the EPS. In case of no deviations. Please mention NIL DEVIATION. | Attached / Not Attached |
| 41 | Technical / commercial clarification, if any, will be initiated through EPS / email. Vendor to respond to the clarifications within 3 working days. If the vendor fails to respond, even after three reminders, then the vendor will be considered as non-responsive and is liable to be rejected. Please note that EPS generates auto email whenever clarification / tender event is scheduled. Vendor to keep track and respond immediately. | Noted |
| 42 | **Fraud Prevention Policy**<br>Suppliers involving in fraudulent practices or delayed supply (or) non-Supply will be dealt with provision as indicated in "Guidelines for Suspension of Business Dealings with Suppliers / Contractors" which is hosted in website www.bhel.com The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. | Noted |

| | | |
|---|---|---|
| | 1.0 Integrity commitment, performance of the contract and punitive action thereof:<br>1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in transparent and fair manner, and with equity.<br>1.2 Commitment by Bidder / Supplier / Contractor:<br>1.2.1. The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.<br>1.2.2. The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issues from time to time by Govt. of India / BHEL. 1.2.3. The bidder / supplier / contractor will perform / execute the contract as per the contract terms & Conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL.<br>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. | |
| 43 | PO Acknowledgement: Within 7 days from the date of receipt of scanned PO copy through email. | Accepted |
| 44 | Document Submission after PO: Complete set of valid Documents as per BHEL format viz., Datasheet, GA drawing and QAP / RQP / VQP are to be submitted within 14 days from the date of receipt of PO (e-mail copy). If there is a delay in submission of valid documents within 14 days, the delay will be accounted for the calculation of LD. | Accepted / Not Accepted |
| 45 | **Indigenous Vendors:** LR date will be considered for LD calculation.<br>**Import Vendors:** Original Bill of Lading (OBL) date will be considered for LD calculation. | Noted |
| 46 | Inspection notice period: Vendor shall raise inspection call to Third Party Inspection Agency / BHEL at least three working days, prior to the proposed date of inspection. | Accepted / Not Accepted |
| 47 | Vendor shall dispatch the consignment within seven working days, after getting dispatch clearance from BHEL, subsequent delay will be accounted for calculation of LD. | Accepted / Not Accepted |
| 48 | In the event of placement of PO, every dispatch of material shall accompany the packing list, detailing the Numbers of items. An advance copy of dispatch details shall be furnished to MM/BOI/BHEL/Tiruchy-14 | Noted |
| 49 | **For Foreign vendors**: Exchange rate as on scheduled date of tender opening (part -I bid in case of two part bid) shall be considered for evaluation. Tender will be finalized on the basis of "TOTAL COST" basis to BHEL | Noted |
| 50 | **For Foreign vendors**: Test certificate as applicable shall be submitted prior to despatch for our review and approval. Shipment shall be dispatched only after obtaining despatch clearance from BHEL. All test certificates /Country of Origin Certificate & other documents are to be given free of cost. | Noted |
| 51 | **Internal Inspection & testing requirements**: Inspection and testing requirements are to be carried out as per the specification and BHEL/customer approved QAP and all test certificates are to be submitted in complete set as indicated in our specification /QAP. In case of Vendor QP the same shall be submitted for approval along with the offer. | Noted |
| 52 | **Repair & replacements:** Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty / GST are to vendor account only. The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. The defective parts / components will not be returned back to vendor works by us due to procedural problems. | Accepted |
| 53 | **BHEL reserves the right to cancel / modify the tender, if the need so arises, without assigning any further notice or reason therefore.** | Noted |
| 54 | **In the event of order, separate PO's will be released for Elevator, Erection & Commissioning and mandatory Spares.** | Noted |
| 55 | **Disclaimer Clause: The Organization (Bharat Heavy Electricals Ltd.) nor the service provider (ABC procure.) is responsible for any failure of submission of bids, due to failure of internet or other connectivity problems or technical; reasons thereof.** | Noted |
| 56 | For this procurement, Government of India Order: Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable, even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers, with default minimum local content of 50%. Vendor to giver self certification in their letterhead informing the percentage of local./Indigenous content. | Self Certification Submitted |

**By signing this Annexure, the vendor consents that the terms & conditions accepted in this Annexure alone, shall be binding between BHEL and the Vendor; and no other terms mentioned, elsewhere in the Offer / Quotation will be considered / accepted by BHEL.**

Signature with Company Seal