

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687724118474

अनुबंध तिथि | Generated Date : 14-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4938562](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Heavy Industries and Public Enterprises विभाग Department : Department of Heavy Industry संगठन का नाम Organisation Name : Bharat Heavy Electricals Limited (BHEL) कार्यालय क्षेत्र Office Zone: 10140027-HPBP Trichy	पद Designation : MMWCPUR1 संपर्क नंबर Contact No. : 0431-2577597- ईमेल आईडी Email ID : buycon206.bhelb.tn@gembuyer.in जीएसटीआईएन GSTIN : 33AAACB4146P2ZL पता Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU, INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Manager वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM / FINANCE	Role: PAO भुगतान का तरीका Payment Mode: BHEL पद Designation : PAYMENT AUTHORITY ईमेल आईडी Email ID : pao7.bhelb.tn@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU, INDIA., Tiruchirappalli, TAMIL NADU-620014, India भुगतान समयसीमा Payment Timelines: Payments shall be made to the seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 9D3D200001145924 कंपनी का नाम Company Name : M/S PERFECT WELD DISTRIBUTORS संपर्क नंबर Contact No. : 08958905098 ईमेल आईडी Email ID : perfectweldbrs@gmail.com पता Address : Shop No. 37, Tyagi Market, Prem Nagar, Dehradun, UTTARAKHAND-248007, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UK-05-0010431 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN: 05AIJPK2626D1ZN (R) , (M)

* जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : ANGLE HEAD 2 seat for HMP MAKE CUTTING TORCH ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: ANGLE HEAD 2 Seat For HMP MAKE CUTTING TORCH एचएसएन कोड HSN Code: 8468	100	PIECES	540	NA	54,000
2	उत्पाद का नाम Product Name : Angle head nut for HMP MAKE cutting Torch ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Angle Head Nut For HMP MAKE Cutting Torch	200	PIECES	133	NA	26,600

	एचएसएन कोड HSN Code: 8468					
3	उत्पाद का नाम Product Name : O Ring for Plug for HMP make cutting Torch Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: O Ring For Plug For HMP Make Cutting Torch Spares एचएसएन कोड HSN Code: 8468	200	PIECES	15	NA	3,000
4	उत्पाद का नाम Product Name : O Ring for Rock Nut HMP make cutting Torch Spare ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: O Ring For Rock Nut HMP Make Cutting Torch Spare एचएसएन कोड HSN Code: 8468	200	PIECES	15	NA	3,000
5	उत्पाद का नाम Product Name : O Ring for Seal Nut HMP make cutting Torch Spare ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: O Ring For Seal Nut एचएसएन कोड HSN Code: 8468	200	PIECES	12	NA	2,400
6	उत्पाद का नाम Product Name : Cylinder Nut for HMP Make DA Gas regulator ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Cylinder Nut For HMP Make DA Gas Regulator एचएसएन कोड HSN Code: 8481	200	PIECES	150	NA	30,000
7	उत्पाद का नाम Product Name : Cylinder Nut HMP Make Oxygen Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Cylinder Nut HMP Make Oxygen Gas Regulator Spares एचएसएन कोड HSN Code: 8481	200	PIECES	150	NA	30,000
8	उत्पाद का नाम Product Name : Cylinder Nut HMP Make Argon Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Cylinder Nut HMP Make Argon Gas Regulator Spares एचएसएन कोड HSN Code: 8481	50	PIECES	150	NA	7,500
9	उत्पाद का नाम Product Name : 1st stage moulded Pin valve HMP Make DA Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: 1st Stage Moulded Pin Valve HMP Make DA Gas Regulator Spares एचएसएन कोड HSN Code: 8481	150	PIECES	64	NA	9,600
10	उत्पाद का नाम Product Name : Second stage moulded pin valve HMP Make DA Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Second Stage Moulded Pin Valve HMP Make DA Gas Regulator Spares एचएसएन कोड HSN Code: 8481	150	PIECES	64	NA	9,600
11	उत्पाद का नाम Product Name : 1st stage moulded Pin valve HMP Make Oxygen Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: 1st Stage Moulded Pin Valve HMP Make Oxygen Gas Regulator Spares	150	PIECES	64	NA	9,600

	एचएसएन कोड HSN Code: 8481					
12	उत्पाद का नाम Product Name : Second stage moulded pin valve HMP Make Oxygen Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Second Stage Moulded Pin Valve HMP Make Oxygen Gas Regulator Spares एचएसएन कोड HSN Code: 8481	150	PIECES	64	NA	9,600
13	उत्पाद का नाम Product Name : 1st stage moulded Pin valve HMP Make Argon Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: 1st Stage Moulded Pin Valve HMP Make Argon Gas Regulator Spares एचएसएन कोड HSN Code: 8481	100	PIECES	64	NA	6,400
14	उत्पाद का नाम Product Name : Second stage moulded pin valve HMP Make Argon Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Second Stage Moulded Pin Valve HMP Make Argon Gas Regulator Spares एचएसएन कोड HSN Code: 8481	100	PIECES	64	NA	6,400
15	उत्पाद का नाम Product Name : 1st stage moulded Pin valve HMP Make CO2 Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: 1st Stage Moulded Pin Valve HMP Make CO2 Gas Regulator Spares एचएसएन कोड HSN Code: 8481	100	PIECES	64	NA	6,400
16	उत्पाद का नाम Product Name : Second stage moulded pin valve HMP Make CO2 Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Second Stage Moulded Pin Valve HMP Make CO2 Gas Regulator Spares एचएसएन कोड HSN Code: 8481	100	PIECES	64	NA	6,400
17	उत्पाद का नाम Product Name : Diaphragm small HMP Make DA Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Diaphragm Small HMP Make DA Gas Regulator Spares एचएसएन कोड HSN Code: 8481	150	PIECES	43	NA	6,450
18	उत्पाद का नाम Product Name : Diaphragm Big HMP Make DA Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Diaphragm Big HMP Make DA Gas Regulator Spares एचएसएन कोड HSN Code: 8481	150	PIECES	60	NA	9,000
19	उत्पाद का नाम Product Name : Diaphragm small HMP Make Oxygen Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Diaphragm Small HMP Make Oxygen Gas Regulator Spares एचएसएन कोड HSN Code: 8481	150	PIECES	43	NA	6,450
20	उत्पाद का नाम Product Name : Diaphragm Big HMP Make Oxygen Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3)	150	PIECES	60	NA	9,000

	मॉडल Model: Diaphragm Big HMP Make Oxygen Gas Regulator Spares एचएसएन कोड HSN Code: 8481					
21	उत्पाद का नाम Product Name : Diaphragm small HMP Make Argon Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Diaphragm Small HMP Make Argon Gas Regulator Spares एचएसएन कोड HSN Code: 8481	50	PIECES	43	NA	2,150
22	उत्पाद का नाम Product Name : Diaphragm Big HMP Make Argon Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Diaphragm Big HMP Make Argon Gas Regulator Spares एचएसएन कोड HSN Code: 8481	50	PIECES	64	NA	3,200
23	उत्पाद का नाम Product Name : Diaphragm small HMP Make CO2 Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Diaphragm Small HMP Make CO2 Gas Regulator Spares एचएसएन कोड HSN Code: 8481	50	PIECES	43	NA	2,150
24	उत्पाद का नाम Product Name : Diaphragm Big HMP Make CO2 Gas regulator Spares ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Diaphragm Big HMP Make CO2 Gas Regulator Spares एचएसएन कोड HSN Code: 8481	50	PIECES	64	NA	3,200
25	उत्पाद का नाम Product Name : Safety valve for HMP make DA regulator ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Safety Valve For HMP Make DA Regulator एचएसएन कोड HSN Code: 8481	100	PIECES	82	NA	8,200
26	उत्पाद का नाम Product Name : Safety valve for HMP make Oxygen regulator ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Safety Valve For HMP Make Oxygen Regulator एचएसएन कोड HSN Code: 8481	100	PIECES	82	NA	8,200
27	उत्पाद का नाम Product Name : Safety valve for HMP make Ar Regulator ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Safety Valve For HMP Make Ar Regulator एचएसएन कोड HSN Code: 8481	30	PIECES	82	NA	2,460
28	उत्पाद का नाम Product Name : Safety valve for HMP MAKE CO2 Regulator ब्रांड Brand : HMP ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Safety Valve For HMP MAKE CO2 Regulator एचएसएन कोड HSN Code: 8481	20	PIECES	82	NA	1,640
कुल ऑर्डर मूल्य Total Order Value (in INR)						282,600
परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है	वितरण पूरा कब तक करना है Delivery To

			Lot No.		Delivery Start After	Be Completed By
1	<p>पद Designation :- ईमेल आईडी Email ID : buycon206.bhelb.tn@gembuyer.in संपर्क Contact : 0431-2577597- जीएसटीआईएन GSTIN : 33AAACB4146P2ZL पता Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India</p>	ANGLE HEAD 2 seat for HMP MAKE CUTTING TORCH	-	100	14-Jun-2024	29-Jun-2024
		Angle head nut for HMP MAKE cutting Torch	-	200	14-Jun-2024	29-Jun-2024
		O Ring for Plug for HMP make cutting Torch Spares	-	200	14-Jun-2024	29-Jun-2024
		O Ring for Rock Nut HMP make cutting Torch Spare	-	200	14-Jun-2024	29-Jun-2024
		O Ring for Seal Nut HMP make cutting Torch Spare	-	200	14-Jun-2024	29-Jun-2024
		Cylinder Nut for HMP Make DA Gas regulator	-	200	14-Jun-2024	29-Jun-2024
		Cylinder Nut HMP Make Oxygen Gas regulator Spares	-	200	14-Jun-2024	29-Jun-2024
		Cylinder Nut HMP Make Argon Gas regulator Spares	-	50	14-Jun-2024	29-Jun-2024
		1st stage moulded Pin valve HMP Make DA Gas regulator Spares	-	150	14-Jun-2024	29-Jun-2024
		Second stage moulded pin valve HMP Make DA Gas regulator Spares	-	150	14-Jun-2024	29-Jun-2024
		1st stage moulded Pin valve HMP Make Oxygen Gas regulator Spares	-	150	14-Jun-2024	29-Jun-2024
		Second stage moulded pin valve HMP Make Oxygen Gas regulator Spares	-	150	14-Jun-2024	29-Jun-2024
		1st stage moulded Pin valve HMP Make Argon Gas regulator Spares	-	100	14-Jun-2024	29-Jun-2024
		Second stage moulded pin valve HMP Make Argon Gas regulator Spares	-	100	14-Jun-2024	29-Jun-2024
		1st stage moulded Pin valve HMP Make CO2 Gas regulator Spares	-	100	14-Jun-2024	29-Jun-2024
		Second stage moulded pin valve HMP Make CO2 Gas regulator Spares	-	100	14-Jun-2024	29-Jun-2024
		Diaphragm small HMP Make DA Gas regulator Spares	-	150	14-Jun-2024	29-Jun-2024
		Diaphragm Big HMP Make DA Gas regulator Spares	-	150	14-Jun-2024	29-Jun-2024
		Diaphragm small HMP Make Oxygen Gas regulator Spares	-	150	14-Jun-2024	29-Jun-2024
		Diaphragm Big HMP Make Oxygen Gas regulator Spares	-	150	14-Jun-2024	29-Jun-2024
		Diaphragm small HMP Make Argon Gas regulator Spares	-	50	14-Jun-2024	29-Jun-2024

		Diaphragm Big HMP Make Argon Gas regulator Spares	-	50	14-Jun-2024	29-Jun-2024
		Diaphragm small HMP Make CO2 Gas regulator Spares	-	50	14-Jun-2024	29-Jun-2024
		Diaphragm Big HMP Make CO2 Gas regulator Spares	-	50	14-Jun-2024	29-Jun-2024
		Safety valve for HMP make DA regulator	-	100	14-Jun-2024	29-Jun-2024
		Safety valve for HMP make Oxygen regulator	-	100	14-Jun-2024	29-Jun-2024
		Safety valve for HMP make Ar Regulator	-	30	14-Jun-2024	29-Jun-2024
		Safety valve for HMP MAKE CO2 Regulator	-	20	14-Jun-2024	29-Jun-2024

विनिर्देश | Specification1

- [विशिष्टता दस्तावेज़ | Specification Document](#)
- [क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)
- [बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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विनिर्देश | Specification2

- [विशिष्टता दस्तावेज़ | Specification Document](#)
- [क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)
- [बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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विनिर्देश | Specification3

- [विशिष्टता दस्तावेज़ | Specification Document](#)
- [क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)
- [बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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विनिर्देश | Specification4

विशिष्टता दस्तावेज़ | Specification Document

[ક્રેતા બીઓક્વુ દસ્તાવેજ | Buyer BOQ Document](#)

बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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विनिर्देश | Specification5

विशिष्टता दस्तावेज | Specification Document

क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

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विनिर्देश | Specification6

विशिष्टता दस्तावेज़ | Specification Document

ક્રેતા બીઓક્યુ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

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विनिर्देश | Specification7

विशिष्टता दस्तावेज़ | Specification Document

[ક્રેતા બીઓક્યુ દસ્તાવેજ | Buyer BOQ Document](#)

बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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विनिर्देश | Specification8

[illegible]

बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document

offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

WARD 10
BHEL TRICHY STORES
BOILER PROJECT
HPBP
TRICHY 620014
.

2.3 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.4 Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.5 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.6 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.7 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2.8 Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NA

Post Receipt Inspection at consignee site before acceptance of stores:

AT BHEL BY BHEL

2.9 Warranty:

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.10 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Bid Specific Additional Terms and Conditions

1.	<p>Technical:</p> <p>Supply shall be as per technical Specifications indicated in the enquiry.</p> <p>Bidder shall comply the technical specification as per the enquiry. Any clarifications/deviations to the specification requirements</p>
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	are to be clearly indicated.
2.	Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability.
3.	Delivery period: As indicated in GeM Enquiry only.
4.	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.
5.	Liquidated Damages: LD terms shall be as per GeM General Terms and Conditions. Gate entry date at consignee location will be considered for LD calculation (I.e LD will be calculated for the Period from Contract delivery due date to the date on which material entered/received at actual delivery location indicated in the enquiry).
6.	Delivery term: The quote shall be on FOR BHEL STORES (Consignee address) basis inclusive of Packing, forwarding, Freight also to your account. Transit Insurance is under Supplier scope.
7.	If Guarantee / Warranty period is applicable as per tender specification, No deviation is permitted and deviated offers are liable for rejection.
8.	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.
9.	Documents are to be submitted along with technical bid (Part-1) 01. Duly Filled, signed and stamped Annexure - A (Additional Terms and Conditions for GeM Enquiry), Annexure-B (Pre-Qualification Criteria) and Specification document along with supporting documents. Annexure A and B are available along with Specification document. 02. Documents required as per technical specification 03. Product Catalogues (if any). 04. MSME UDYAM Certificate (if applicable). Note: All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within two days failing which offer may be rejected as non-responsive.
10.	Inspection and testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL Technical specifications in the enquiry. If applicable all test certificates are to be submitted while supply. If required by BHEL, test certificates to be produced before supply.
11.	PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit. (Wherever if applicable). Also, Supplier to comply for packing & marking as per Technical specification.
12.	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST.
13.	Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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 etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wh

	<p>erever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.</p>
14.	<p>All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</p>
15.	<p>Invoices will be processed only upon completion of statutory requirement and further subject to following:</p> <ul style="list-style-type: none"> Vendor declaring such invoice in their GSTR-1 Return/ IFF Receipt of Goods or Services and Tax invoice by BHEL.
16.	<p>As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).</p>
17.	<p>In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</p>
18.	<p>In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor</p>
19.	<p>In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</p>
20.	<p>Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.</p>
21.	<p>GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 -Central Tax dated 13.09.2018 . GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.</p>
22.	<p>As per the provisions of Section 194Q of the Income Tax Act, we BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TRICHY having PAN AAACB4146P, had turnover in the preceding financial year for more than Rs 10 Crores.</p> <p>Hence, we are liable as buyer to deduct tax at source on the payment for invoices issued by Supplier on or after 1st July 2021. Accordingly, discontinue charging TCS u/s 206C(1H) on invoices issued from 1st Jul 2021 onward.</p> <p>We shall deduct the eligible TDS u/s 194Q on the payments for invoices issued on or after 1st Jul 2021. TDS deducted so, shall be deposited to the Income Tax Department, and TDS certificate to this effect. Tax credit of such TDS shall reflect in FORM26AS of the supplier at the end of same quarter in which TDS is deducted.</p> <p>For Suppliers who have not filed Income Tax returns for the last 2 preceding assessment years, TDS deduction at higher rates will be applicable as per Section 206AB and Section 206CC A of Income-tax act.</p>
23.	

	GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.
24.	Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.
25.	MSE /START-UP VENDOR: UDYAM Registration certificate shall be submitted by MSE vendors to avail MSE benefits. Start-up category certificate shall be submitted by start-up companies to avail exemption (if applicable as per GeM enquiry) in Annual Turnover/Past experience (if PQC stipulates requirement of Annual Turnover/Past experience).
26.	Make in India Policy: Refer the Tender document regarding public procurement policy (Preference to Make in India), Order 2017. If MII Purchase Preference is applicable as per the tender documents, Bidders shall ensure to apply for Make In India preference while quoting through GeM portal. Otherwise offer will not be considered. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the Location(s) at which the local value addition is made."
27.	BHEL has the right to test the materials at BHEL works, if required. If supplied materials are found not acceptable, then BHEL will inform to re-supply the materials as per tender specification mentioned in Purchase Order. If any subsequent failure of not meeting the tender specification, RISK PURCHASE is applicable for the full P.O quantity.
28.	Fraud Prevention Policy Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
29.	Breach of contract, Remedies and Termination: In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners: i. from dues available in the form of Bills payable to defaulted supplier against the same contract. ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.
30.	CONFLICT OF INTEREST: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy financial stake from any of them; or

c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in this bidding process, Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid: or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/Management, only one unit shall quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/common business/ management units in same/similar line of business.

31.

Resolution of Disputes:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Terms and conditions.

The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this terms and conditions.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

This contract shall be governed, construed and interpreted in accordance with the laws of India.

Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor/contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Or ganizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14TH December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties."

32.	Set off : BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the supplier from any money due to the supplier under this Contract or any other contract or from the Security Deposit/BG furnished by the supplier under this Contract or any other contract.
33.	Cartel Formation: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
34.	The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com
35.	The following documents are to be sent along with consignment to store: One Original for Recipient copy of tax invoice + One Duplicate for Transporter copy of tax invoice + One extra copy of tax invoice + Delivery challan + LR COPY+E-Way bill (Part A & Part B)+ Test Certificates (if applicable).
36.	Seller Tax invoice, LR copy, E-Way bill, Courier docket etc. are to be uploaded in GeM portal while updating dispatch details in GeM portal
37.	Seller Tax invoices (Original for Recipient + Duplicate for Transporter) either in Original hard copies or Digitally Signed Soft copies along with copy of LR + E-Way bill are to be sent to the buyer
38.	Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
39.	Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
40.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the Enquiry documents and which have not been specifically accepted in by purchaser will not be applicable to the contract.
41.	Without prejudice to Buyer's right to price adjustment by way of

	<p>discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:</p> <p>The Seller fails to comply with any material term of the Contract .</p> <p>The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.</p> <p>The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.</p> <p>The Seller becomes bankrupt or goes into liquidation.</p> <p>The Seller makes a general assignment for the benefit of creditors.</p> <p>A receiver is appointed for any substantial property owned by the Seller.</p> <p>The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.</p>
42.	<p>1. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL.</p>

Annexure -X

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:

2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.

3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.

4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores

Conciliation shall be carried out by 3 Conciliators nominated by BHEL.

5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.

6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons.

sons being recorded in writing.

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.

11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.

12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.

13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its

recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.

16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or th

e other Party, the Conciliation proceedings would stand terminated.

18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the

same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No . 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.