

**Description of item:**

**A) Item Detail: Lead Diaphragm**

A pressure relief diaphragm (Lead Diaphragm) is an item which is associated with a turbine housing and is operable to relieve excessive pressure within the turbine housing to prevent damage to turbine blades & turbine.

**B) Technical details:**

Raw material for the Lead Diaphragm shall be Lead (Pb) sheet.

The Lead Diaphragm shall be subjected to 100% Dye Penetrant Test to ensure freedom from crack.

Outer diameter of Lead Diaphragm shall be in range of 753 to 1002 mm having thickness 0.8mm and above.

**Mandatory requirement for Pre-Qualification**

(Items supplied in final condition only will be considered for experience. Vendor must meet the following experience criteria on the date of issuance of enquiry)

**1) Experience Requirement -**

The Vendor should be a regular Supplier of Lead Diaphragm (in final condition) and Vendor should have supplied at least two Lead Diaphragm to OEM (Original Equipment Manufacturer) of Steam Turbine Manufacturer or Thermal Power Plant of Steam Turbine application during the last 10 years as on the date of issuance of enquiry with following technical details –

SL. No.	Product features	Details
1.	Item Description	Lead Diaphragm
2.	Raw Material of Diaphragm	Lead (Pb)
3.	Size (Outer Diameter requirement)	Dia. 500 and above
4.	Thickness	1 mm and below

In support of above specified experience requirement, supplier has to furnish the following:

- A. At least 1 no. copy of Un-Priced Purchase Orders executed with details as per Table-1. However, if total quantity is less than 2 nos. in one PO then vendor to submit multiple POs to justify the supply of 2 nos. of quantity.

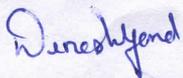
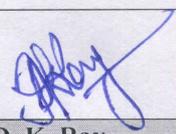
**Table-1**

Sl. No.	Name of Customer	Detailed Address	Name, Phone no. and email - Id of contact person	Purchase order No.	Date of Supply	Size of Lead Diaphragm ( Outer Diameter & Thickness)	Raw material of Diaphragm (in % of Pb)	Qty.

- B. Test certificate (as given below) for Lead Diaphragm for any one of the submitted PO.
- i. Material Test certificate
  - ii. Dimensional reports
- 2) Acceptance certificate/dispatch document for any one of the submitted PO.
  - 3) Supplier to confirm that delivery of Item-Lead Diaphragm shall be as per BHEL drawing / specification and all the technical requirements mentioned in drawings & mentioned documents shall be met completely.

**General Notes:**

1. Against vendor's replies, BHEL reserves the right to ask for more information / documents / clarifications.
2. BHEL reserves the right to cross verify information's submitted by vendor. In case any of the information is found to be false / incorrect at any stage, the offer shall be rejected.
3. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria.
4. The vendor should furnish all the documents in English language only. If the documents are not in English, then they must be accompanied by duly certified English translations of the same.
5. BHEL team may visit Supplier works to assess Supplier's manufacturing and testing facilities, if required

Prepared by	Checked by	Approved by
		
<b>Dinesh Gond</b> (Dy. Manager / STE-TE)	<b>Alok Kumar Singh</b> (DGM / STE-TE)	<b>D. K. Ray</b> (Sr. DGM / STE-TE)

**BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS****ITEM NAME: LEAD DIAPHRAGM****PROJECT- DOLVI****1. SCOPE OF ENQUIRY:**

E-bids on GeM portal are invited from bidders for the supply of **LEAD DIAPHRAGM for DOLVI** as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Project wise quantity	LOT Quantity & Delivery schedule
1	W97310740050 LEAD DIAPHRAGM DIA 753X0.8 AS PER ST11001.001 SPEC: ST11001 REV: 00 SIZE: - DIM.: DIA 753X0.8 GRADE: HW1259	Dolvi, qty-04 NOS	04 Nos – 28.09.2026

**2. Project Detail:**

<b>Project Name</b>	ITEMS TO BE <b>DISPATCHED DIRECTLY TO 1X250 MW JSW DOLVI</b>
<b>Consignee Address</b>	<b>Consignee address;</b>  BHEL Site Office, 1X250 MW STG for CPP-4 JSW Dolvi, JSW Steel Ltd, Dolvi, 402107-Maharashtra

**3. BUYERS SPECIFIC ADDITIONAL TERMS & CONDITIONS IN ADDITION TO GTC**

Sl. No.	Terms	Description	Supplier confirmation
1.	<b>Documents Checklist:</b>	Please submit signed and stamped copy of your offer on each page along with following documents; <ul style="list-style-type: none"> <li>Buyer Specific T&amp;C.</li> <li>Technical PQR &amp; its supportive document.</li> <li>Technical drawing &amp; purchase specification.</li> <li>Certificate/self-certification for minimum local content as per PPP-MII order.</li> </ul>	
2.	<b>Compliance of GTC on GeM</b>	General Terms and Conditions on GeM 4.0 GeM 4.0 (Version 1.27) Dtd 27.12.2025 or it's latest revision of GeM portal shall be applicable against this enquiry. Kindly confirm to compliance the same for this tender.	
3.	<b>Pre-Qualification Requirements</b>	The Pre-Qualification Requirements have been compiled. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
4.	<b>Make in India Clause</b>	For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but	

		before opening of Part-II bids against this NIT"							
5.	<b>Compliance of Rule 144 (xi) of GFR 2017</b>	Compliance of Restrictions under Rule 144 (xi) of GFR 2017 shall be as per GeM.							
6.	<b>Bid validity/ Validity of offer</b>	Please note that validity of the offer shall be 180 days from the date opening of Techno-Commercial bid (Part-I bid) on GeM portal. Offer of bidder's having validity less than 180 days shall liable to reject. Please confirm.							
		The required validity is considering that offer is complete & clear w.r.t. PQR and all techno-commercial conditions. Vendors need to extend their offer validity for the time taken by them in responding BHEL's comments/clarification sought during techno-commercial scrutiny of the offer. In case regret by any bidder for such validity extension, their offer shall liable to be reject. Please confirm.							
7.	<b>Prices/Basis of Quotation</b>	Prices: The offered prices of the items shall remain firm and fixed at any point of time and shall be indicated in INR for each accounting unit.							
		Ensure to quote your price inclusive of packing, forwarding, Freight & GST for Total quantity on GeM portal.							
		Transit Insurance would be arranged by BHEL. Please quote your prices accordingly.							
		The prices are to be quoted on Ex-Works with freight Pre-paid up to project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Please note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.							
8.	<b>Loading and unloading</b>	Vendor's scope will not cover Loading & Unloading at Final destination of delivery. Unloading at final destination (i.e. BHEL site) is in BHEL 'scope. Loading and unloading at other intermediate places due to any permitted transshipment will be the responsibility of the vendor. Kindly note							
9.	<b>Evaluation criteria</b>	Evaluation will be done on the basis of total landed cost to BHEL, taking all material codes together with total cost involved for delivery up to BHEL project sites (considering material cost, taxes & duties and Freight charges up to Project site) i.e. Total Package evaluation .							
10.	<b>Evaluation Currency</b>	The evaluation currency for this tender shall be INR.							
11.	<b>Payment terms:</b>	The payment shall be done after receipt of Material at BHEL respective project site, within no. of days as defined in the below table from the date of receipt of Material at site (i.e. MRC date).							
		<table border="1"> <thead> <tr> <th>Type of Bidder</th> <th>Payment Terms (Number of Days)</th> </tr> </thead> <tbody> <tr> <td>Micro &amp; Small Enterprises (MSEs)</td> <td>45 days</td> </tr> <tr> <td>Medium Enterprises</td> <td>60 days</td> </tr> <tr> <td>Non MSME</td> <td>90 days</td> </tr> </tbody> </table> <p>The Payment terms are subject to receipt of non-discrepant document from supplier.</p>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME
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12.	<b>GeM charges</b>	GeM charges if any shall be either side only i.e. buyer's GeM charges shall be in buyer's account and seller's GeM charges shall be on seller's account. Please confirm.	
13.	<b>Contract execution</b>	Bidder's are advised to read GeM related query & clarification carefully on GeM portal. Order shall be executed through GeM.	
14.	<b>Delivery Period</b>	<p>Please note that BHEL's Delivery requirements are mentioned in point no 1 of above.</p> <p>Early delivery w.r.t. above lot delivery will be accepted only after written confirmation from BHEL. BHEL reserve right to reject early delivery request of bidders / suppliers.</p> <p>Delivery period indicated in GeM bid is only indicative and final delivery of tender shall be taken as mentioned above.</p> <p>Accordingly bidders to confirm the above deliveries or quote their best possible delivery in no of months / weeks from the date of placement of Purchase order, including all activities like document approval, inspection by TPI time etc.</p>	
15.	<b>Technical Document/ Drawing approval conditions</b>	<p>Drawings/Data sheets/documents/ HOOK-UP DIAGRAM/QAP as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 03 weeks days of purchase order. BHEL shall approve these drawings/data sheets/ documents / QAP etc. within 30 days of receipt.</p> <p>Any comments on the documents shall be given by BHEL within 7 days of submission and vendor shall submit revised document / reply to comments, within 7 days of BHEL comments. However, total time for Document submission and approval shall not exceed 30 days for respective party.</p> <p>Delivery is from the date of PO, accordingly, delay in submission / revision of the documents by the vendor will automatically account for to vendor. In case of delay on account of BHEL in comments / approval of the documents, the delivery shall be re-scheduled by the no of days taken by BHEL in excess to 30 days. For delay analysis cumulative no of days (including time taken in comments), shall be considered for delivery extension.</p>	
16.	<b>Guarantee period</b>	<p>Guarantee shall be 24 months from the date of supply.. Guarantee certificate shall be provided by vendor along with shipping documents. Please confirm.</p> <p>In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.</p> <p>BHEL reserve the rights to reject the offers having lesser guarantee period as mentioned above.</p>	
17.	<b>Reverse Auction</b>	RA shall be done on GeM portal as per the guidelines & logics enabled on GeM portal.	
18.	<b>Liquidated Damages (LD) for late delivery</b>	<p>Liquidated Damages shall be lot wise as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.27) Dtd 27.12.2025 as under: kindly confirm.</p> <p>"If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever".</p> <p>The date of LR would be treated as the date of delivery for penalty purposes.</p>	

19.	<b>MDCC clause</b>	<p>Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) from end customer. For issue of MDCC, vendors are required to submit all test certificates (TC) and inspection report of third party (IR) to BHEL. After review &amp; acceptance of the quality document, BHEL will forward the same to end customer for issuance of MDCC.</p> <p>MDCC shall be issued within 7 days of receipt of complete quality documents / TCs,. In case of delay in issuance of MDCC, only delivery shall be extended by no of days taken by BHEL in excess to 7 days and all other terms and conditions of PO shall remains same &amp; binding.</p> <p>In case any material is dispatched without MDCC and any loss is incurred by Supplier/Vendor for any reason whatsoever, BHEL shall not be responsible in any manner to compensate the supplier in this regard.</p> <p>Kindly confirm.</p>			
20.	<b>Order Acceptance :</b>	<p>Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.</p>			
21.	<b>Beneficiary of PO</b>	<p>Kindly confirm on whom the PO will be placed in the event of ordering.</p>			
22.	<b>Dispatch documents</b>	<p>Following dispatch documents to be provided immediately after directly dispatch to BHEL Project site for billing purpose:</p> <ul style="list-style-type: none"> <li>• Guarantee/Warrantee Certificates</li> <li>• E- Invoice and commercial inv</li> <li>• GeM invoice</li> <li>• Original consignee copies of GR/LR/RR (Material shall be dispatched on door delivery basis without consignee copy)</li> <li>• Packing list</li> <li>• E-waybill part-B</li> <li>• HSN code to be mentioned in the invoice</li> <li>• Original GST compliance certificate</li> <li>• MRC/POD/Receipted LR/RR/GR copy (as per proof of delivery of material at BHEL Project site)</li> </ul> <p><i>All clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:</i></p> <table border="1" data-bbox="375 1339 1373 1530"> <tr> <td data-bbox="375 1339 862 1530"> <p>Mr. Sachin Gupta Designation: Sr.Engineer (PPX-BOI) 4<sup>th</sup> Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690</p> </td> <td data-bbox="862 1339 1373 1530"> <p>Mr. Pankaj Kumar Designation: Sr.Manager (PPX-BOI) 4<sup>th</sup> Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690</p> </td> </tr> </table>	<p>Mr. Sachin Gupta Designation: Sr.Engineer (PPX-BOI) 4<sup>th</sup> Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690</p>	<p>Mr. Pankaj Kumar Designation: Sr.Manager (PPX-BOI) 4<sup>th</sup> Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Tel: +91 1334 28 1690</p>	
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23.	<b>Submission of bills on BHEL SUVIDHA portal</b>	<p>Kindly ensure to necessarily upload the despatch &amp; invoice details <i>on BHEL SUVIDHA portal at <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>, prior to</i> despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs , in case they were not digitally signed and uploaded on the portal. Pl note that bill will be registered &amp; processed only after uploading dispatch documents on BHEL SuVIDHA portal.</p>			
24.	<b>IP Address</b>	<p>The bids received from same IP address shall be outrightly rejected and shall not be considered for further evaluation.</p>			

<p>25.</p>	<p><b>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</b></p>	<p><b>The following shall amount to breach of contract:</b></p> <p>I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</p> <p>II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</p> <p>III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.</p> <p>IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</p> <p>V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</p> <p>VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</p> <p>VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</p> <p>IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.</p> <p>X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.</p> <p>Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> <p><b>Remedies in case of Breach of Contract.</b></p> <p>i) Wherein the period as stipulated in the notice issued under above clause has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.</p> <p>ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract</p>	
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		<p>value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.</p> <p>iii) 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 no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <p>iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.</p> <p>v) If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:</p> <p>a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.</p> <p>b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.</p> <p>vi) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.</p> <p>vii) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.</p> <p>viii) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p> <p>Note:</p> <p>1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:</p> <p>(a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p>	
26.	<b>Suspension of Business Dealings with</b>	<p>The offers of the bidders who are under suspension as 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 <a href="http://www.bhel.com">www.bhel.com</a>. If any bidder / supplier / contractor during pre-tendering / tendering / post</p>	

	<b>Suppliers / Contractors:</b>	tendering / award / execution / post-execution stage indulges in any act, including but not limited to, 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 tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860( Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a> .	
27.	<b>Settlement of Dispute, CONCILIATION &amp; ARBITRATION</b>	<p><b>Settlement of Dispute</b> If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Officer / IEM for amicable resolution by the parties. Designated Officer / IEM who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per 'CONCILIATION' Clause.</p> <p><b>CONCILIATION:</b> Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 - "Procedure for conduct of conciliation proceedings" (as available in <a href="http://www.bhel.com">www.bhel.com</a>).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p><b>ARBITRATION:</b> Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) 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</p>	

any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions (shall be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at the court(s) of Haridwar.

Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Haridwar , shall have exclusive jurisdiction.

Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

		In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause mentioned above. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.					
28.	<b>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS</b>	<p>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. <b>The bidder found to have a conflict of interest shall be disqualified.</b> A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; <b>or</b></p> <p>b) they receive <b>or</b> have received any direct or indirect subsidy/ financial stake from any of them; <b>or</b></p> <p>c) they have the same legal representative/agent for purposes of this bid; <b>or</b></p> <p>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, <b>or</b></p> <p>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; <b>or</b></p> <p>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:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal, -</p> <p><b>or</b></p> <p>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, <b>or</b></p> <p>h) In case of a holding company having more <b>than</b> one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p> <p><b>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</b></p>					
29.	<b>MICRO AND SMALL ENTERPRISES (MSE):</b>	Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.					
		<table border="1"> <tr> <td>Type under MSE</td> <td>SC/ST owned</td> <td>Women owned</td> <td>Others (excluding SC/ ST &amp; Women)</td> </tr> </table>	Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women)	
Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women)				

			Owned)
Micro			
Small			

**Note:** If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

30.	<b>JURISDICTION:</b>	This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause(s) mentioned above of this contract, the Civil Court having original Civil Jurisdiction at Haridwar shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.	
31.	<b>Force Majeure</b>	<p>"Force Majeure" shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities, invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc.</p> <p>The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force</p>	

		<p>Majeure event.</p> <p>Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <p>i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure</p>	
32.	<b>Cartel Formation</b>	<p>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.</p>	
33.	<b>Order of Precedence:</b>	<p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> <li>a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.</li> <li>b. Buyer Added Bid Specific ATC</li> <li>c. GeM Bid Technical Conditions of Contract (TCC)</li> <li>d. GeM GTC</li> </ol>	
34.	<b>Quality Requirements</b>	<p>Kindly confirm that Testing and certification (including visual, material, dimension and d.p. test reports) shall be done as per ordering drawing and specification .</p>	

**SPECIAL NOTE FOR BIDDERS:**

- a. In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
- b. 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 even after negotiation.
- c. 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.
- d. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- e. 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](http://www.bhel.com).
- f. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
- g. If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.

h. In case BHEL increase the quantity during currency of the contract in line with quantity variation clause of GeM bid, delivery extension on pro-rata basis shall be given for supply of these additional quantity. Following documents are an integral part of this Tender Enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be submitted/uploaded along with offer on GeM portal against this bid.

1. Please submit replica of Price schedule (without prices) showing “quoted” in place of price along with techno-commercial bid (Part-I).
2. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of “Buyers Specific Additional Terms & Conditions (ATC)” and its clause wise supporting documents where required.
3. Please submit signed & stamped copy (each page) for qualifying PQR with proper filled information and related supporting documents as mentioned in PQR.
4. Please submit certificate of Minimum local content as specified in the Make In India Certificate of the tender

**ANNEXURE- 3**

**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

-----  
-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) GeM Bid No: .....  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized representative of the bidder)**

Date:  
Place:

**ANNEXURE – 12**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup>  
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

-----  
-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) GeM Bid Specification No: .....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ...      |          |

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

\*\* - Strike out whichever is not applicable.

**Note:**



**PRODUCT STANDARD**  
**STEAM TURBINE ENGINEERING**

HW 7240193  
ST 11001

PAGE 1 OF 3

Based on BHEL's  
experience.

LEAD DIAPHRAGM

- 1.0 SCOPE: Lead Diaphragms are used in the atmospheric relief valves of Steam Turbine.
- 2.0 DESIGNATION:
- 2.1 In Description : Lead diaphragm of diameter  $\phi$  753 mm & thickness 8 mm shall be designated by: Pb DIAPHRAGM  $\phi$  753X0.8.
- 2.2 In Drawing : ST 11001.001
- 3.0 MATERIAL: Lead sheet (Pb 99.99) as per HW 12599.
- 4.0 QUALITY REQUIREMENTS: As per HW 12599. Each diaphragm shall be subjected to 100% Dye penetration test to ensure freedom from crack before despatch. The supplier shall supply DP test certificate alongwith other test certificates required as per HW 12599.
- 5.0 PACKING & DESPATCH: The diaphragms shall be cut from the sheet as per sketch No.1 page No.2 or as per relevant manufacturing drg. of 200/500 MW Steam Turbine. The diaphragms should not be folded, rolled and should be handled with care so as to avoid cracks especially after the DP test before despatch.
- Two  
One set consisting of ~~four~~ diaphragms should be wrapped in a thick PVC sheet and packed as per sketch No.2 on page No.3. These small packets may be suitably packed to avoid damage during handling and transportation in bigger package, if required.

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Pb 99/94

SIGN & DATE	AGREED.				NAME	SIGN. & DATE
					DRAWN	O.P.DHIMAN O.P. Dhiman 9-7-83
		TSX	N. CHANDRAN	N. Chandran 98	WORKED	B.P. GUPTA B.P. Gupta
		QA	N.KHANDELWAL	N.K. Handelwal 22/3	CHECKED	B.P. GUPTA B.P. Gupta 11-7-83
	DEPTT	NAME	SIGN. & DATE	SUPERVISED	S.S.V.	
INVENTORY NO.	Revision: 02 REAFFIRMED Date: 30.3.05	Distribution	Qty.	Approved K.P. Malhotra ENGG. DEV. MANAGER		ST 8-20
				Prepared	Issued STE ( ) HARDWAR	Date 12-08-1983



PRODUCT STANDARD  
STEAM TURBINE ENGINEERING

HW 7240193  
ST 11001

PAGE 02 OF 03

SIGN & DATE

SUBSIDIES  
INVENTORY NO.

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SIGN & DATE

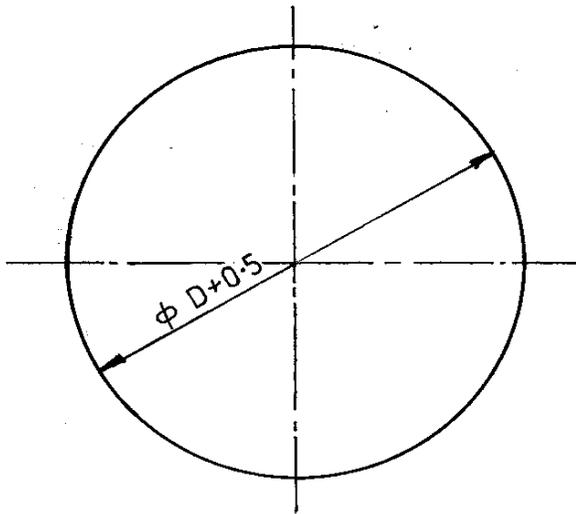
INVENTORY NO.

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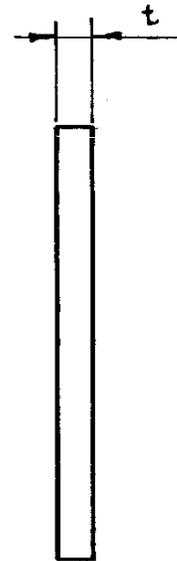
P-5494

6.0 DETAILS OF DIAPHRAGM.

SL.NO.	MW STEAM TURBINE	DIAMETER $\phi$ D mm	THICKNESS t mm	WT./PC. KG	SIZE CODE NO.
001	200/210	753	0.8	3.5	001
002	500	1003	1.2	10.6	002
003					



SKETCH NO. 1



REV. 02



PRODUCT STANDARD  
STEAM TURBINE ENGINEERING

FORM

HW 7240193  
ST 11001

PAGE 03 OF 03

SIGN & DATE

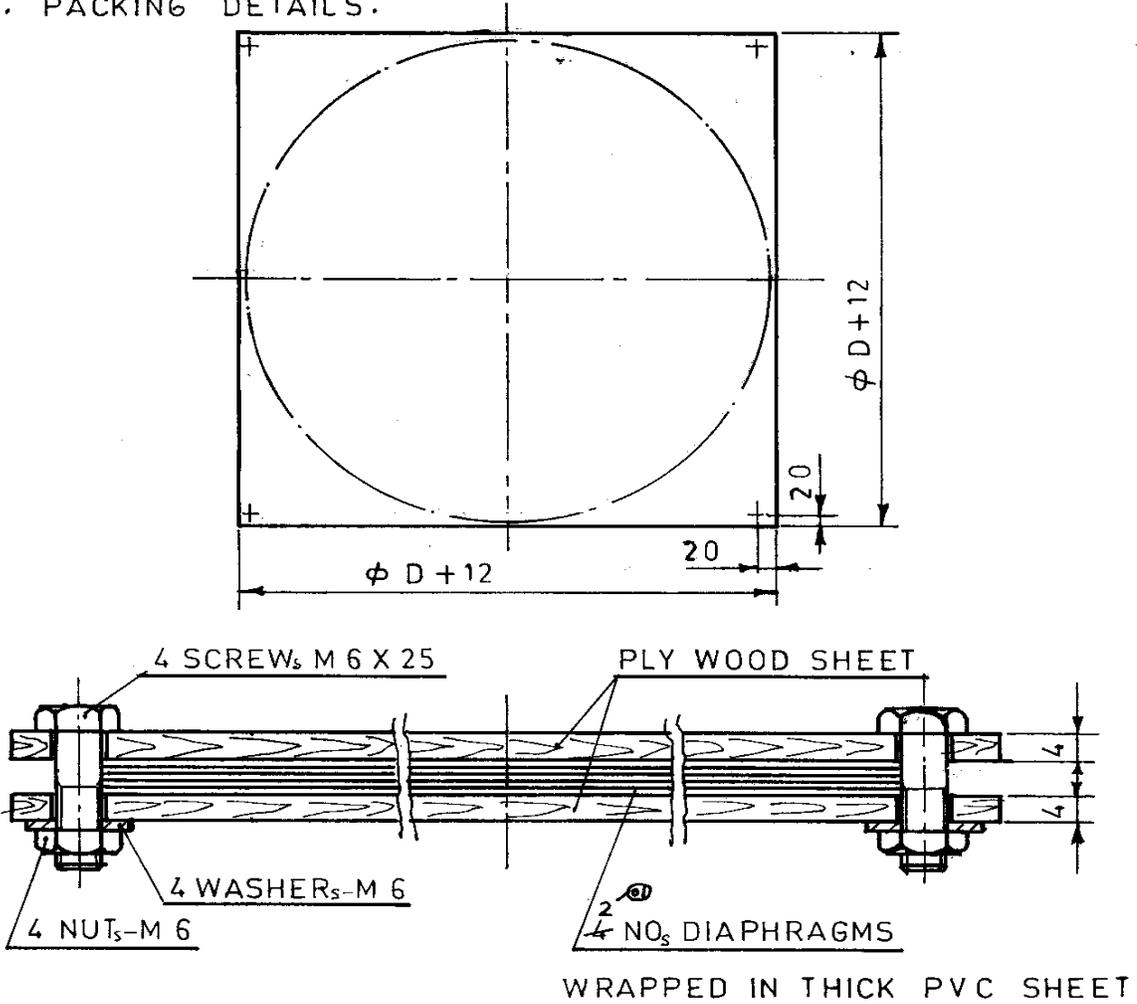
SUPERSEDES  
INVENTORY No.

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SIGN & DATE

INVENTORY NO.

7. PACKING DETAILS.



$\phi D =$  DIAMETER OF DIAPHRAGM

SKETCH NO. 2

8. This standard has been prepared based on Pb 99.94.
9. Cross referred standards:  
HW 12599.

	NAME	SIGN. & DATE
DRAWN	O. P. DHIMAN	<i>O.P. Dhiman</i> 15-6-83
WORKED	B. P. GUPTA	<i>B.P. Gupta</i>
CHECKED	B. P. GUPTA	<i>B.P. Gupta</i>
SUPERVISED	S. S. V.	<i>S.S.V.</i>

REV.02



**PLANT PURCHASING SPECIFICATION**  
**HEEP — HARDWAR**

HW 12599

PAGE 1 OF 3

SIGN & DATE

SUPERVISOR'S INVENTORY NO

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**LEAD SHEETS (Pb 99.99)**

1. **GENERAL:** This specification governs the requirements of sheets of material Pb 99.99.
2. **APPLICATION:** The sheets shall be used for diaphragm of Steam Turbine.
3. **COMPLIANCE WITH NATIONAL STANDARD.** This specification is based on IS: 405-61.
4. **DIMENSIONS AND TOLERANCE.** The dimensions of the sheets shall be as stated in the order.  
The thickness shall not vary from the values specified in the order by more than  $\pm 5\%$
5. **FREEDOM FROM DEFECTS:** The sheets shall be sound, free from inclusions, lamination and other defects.
6. **CHEMICAL COMPOSITION:** The chemical analysis of the material shall conform to the following:

<u>Element</u>	<u>Percent</u>
Lead	99.99 Min.
Antimony	0.002 Max.
Bismuth	0.005 Max.
Copper	0.003 Max.
Iron	0.003 Max.
Nickel and Cobalt	0.001 Max.
Silver	0.002 Max.
Zinc	0.002 Max.
Tin, Arsenic, Sulphur and Cadmium	Traces
Total indicated impurities.	0.01

				<b>NAME</b>	<b>SIGN &amp; DATE</b>
				DRAWN	
				WORKED	H. SHARMA Hsharma 19.11.80
				CHECKED	K. K. GUPTA K.K.Gupta
<b>AGREED DEPTT.</b>	<b>NAME</b>	<b>SIGN &amp; DATE</b>	<b>SUPERVISED</b>	K. K. GUPTA	K.K.Gupta

Revision :	REAFFIRMED-2022	Work By :- NANDJ Check By :- GAJRAV C/A NO. :- TSX(STE)-22-45 Date :- 10/02/2022	Approved :	<b>PLANT</b>	<b>PS</b>
				<b>STANDARDIZATION COMMITTEE</b>	
	S. KUMAR	N. CHANDRA	PRAKASH SINGH	STE	Issued <b>STANDARDS DIVISION</b> Date 4-3-81

SIGN & DATE

INVENTORY NO.

120391

P-2317



## PLANT PURCHASING SPECIFICATION

HW 12599

## HEEP — HARDWAR

PAGE 2 OF 3

SIGN &amp; DATE

SUPERSEDES  
INVENTORY NO.

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SIGN &amp; DATE

INVENTORY NO.

1-2317

## 7. SELECTION OF TEST SAMPLES:

One check sample for chemical analysis shall be taken from each melt.

## 8. TEST FOR THICKNESS:

Sheets with specified thickness shall be tested by measuring the thickness of the sample at not less than four points across the rolled width at equally spaced intervals and then taking an average.

## 9. TEST CERTIFICATES:

The test certificate to be sent along with the material by the supplier shall contain the following information:

9.1 BHEL Reference Specification No.  
Order No.

9.2 Supplier's Reference.

Name of the Supplier Material Designation.

9.3 Test Results.

9.3.1 Chemical analysis.

9.3.2 Conformation of freedom of defect as per clause-5.

9.3.3 Conformation of compliance of thickness as per the order.

## 10. CLEARANCE FOR SUPPLY:

10.1 The total results of the tests carried out are decisive for clearance for delivery.

10.2 BHEL evaluates the total results taking into consideration, the intended use of material and examines the permissibility of deviation (if any) from the specified properties.

10.3 The clearance however, does not relieve the supplier of his responsibility for the hidden non-permissible defects which are found later.

## 11. MARKING AND PACKING:

The thickness in millimeters and the Supplier's name or symbol shall be marked on each sheet. Plates/Sheets shall be suitably packed to avoid damaged during transit.

