

Bid Corrigendum

GEM/2024/B/5717252-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Scope of supply (Bid price to include all cost components) : Only supply of Goods
2. 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.
3.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
4. Without prejudice to Buyer's right to price adjustment by way of 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:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) 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.
 - iii) 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.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
5. 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.
6. **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):
At Vendor Works by TPI/BHEL as per QAP

Post Receipt Inspection at consignee site before acceptance of stores:
At BHEL works by BHEL
7. Buyer Added text based ATC clauses

PRE-QUALIFICATION CRITERIA: Bidder has to submit following documents to fulfil PQC:

1. **Manufacturer:** - Bidder should be engaged in manufacturing & supply of gaskets. Manufacturer to **upload undertaking/ISO certificate/documentary evidence/UDYAM Certificate** for being manufacturer of "gaskets".

2. **Experience Criteria:** Supplier shall submit customer Purchase Orders for supply of “Gas kets” with minimum cumulative value as per Table 1 (Group wise cumulative PO value) as proof. Purchase order(s) for similar material’s gaskets/ sealing rings /rubber seals/ mechanical seals/ O rings/ Metallic rings/ Oil seals etc. along with their Invoice(s)/ CRAC (s) /Consignee Receipt Note / Completion Certificate, from any customer(s) shall be enclosed to fulfil experience criteria. All mentioned values are excluding of taxes. Purchase Order(s) date & corresponding invoice(s) date should be from 01.12.2021 onwards till bid opening date. **Also, please note that the proof of execution like Invoice / Consignee Receipt Note / Completion Certificate must include the Purchase Order reference number, otherwise that PO will not be considered for the fulfilment of this tender term.**

Table 1: Group wise cumulative PO value

Sr. no.	Material used for making Gaskets	Cumulative Purchase Orders value in Rs .
1	Nitrile Rubber (Schedule No. 1, 11, 37)	10,000.00
2	Soft Iron with Silver plating/Carbon steel (Schedule No. 2, 38)	24,500.00
3	SS / Grafoil (Schedule No . 3 to 10, 12 to 36)	1,92,000.00

Start-ups shall be exempted from this criterion of Purchase order and invoice submission without any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016- BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates.

Scope of Supply: Table 2

UNIT RATES TO BE QUOTED INCLUSIVE OF ALL TAXES AND ON FOR BHEL GOINDWAL BASIS

Drawing for schedule number 09 material code: 964730520000 Description GASKET -GRAFOIL -NM12-18-C150-CF is 3-V-NM12-24458 Rev00 and is available in buyer added ATC Document)

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Sc he dul e N o.	Material Co de	Descriptio n	Quan tity i n No s.	Drawing No.	TDC N o/Rev No	Spec No/R ev N o	Material used fo r makin g Gaske ts
1	963530460 000	COVER GAS KET-D80	250	4-20-201-0 0111 rev0 3	TDC:5: 151 rev 06	TSB0 13rev 05	Nitrile Ru bber
2	963533590 000	ELEMENT G ASKET	350	4-20-201-0 0145 rev0 3		TSB0 80rev 04	Carbon s teel
3	964652350 000	GASKET (G RAFOIL)-A8 93-4-C150- CF	20	3-V-A893-2 4458 rev0 0		VL-ST DC-02 2rev0 0	Grafoil
4	964652370 000	GASKET (G RAFOIL)-A8 95-8-C150- CF	40	3-V-A895-2 4458 rev0 0		VL-ST DC-02 2rev0 0	Grafoil
5	964652380 000	GASKET (G RAFOIL)-A8 96-10-C15 0-CF	60	3-V-A896-2 4458 rev0 0		VL-ST DC-02 2rev0 0	Grafoil
6	964652390 000	GASKET (G RAFOIL)-A8 97-12-C15 0-CF	100	3-V-A897-2 4458 rev0 0		VL-ST DC-02 2rev0 0	Grafoil
7	964652410 000	GASKET (G RAFOIL)-A9 01-20-C15 0-CF	16	3-V-A901-2 4458 rev0 0		VL-ST DC-02 2rev0 0	Grafoil
8	964652480 000	GASKET (G RAFOIL)-A9 08-10-C30 0-CF	15	3-V-A908-2 4458 rev0 0		VL-ST DC-02 2rev0 0	Grafoil
9	964730520 000	GASKET (G RAFOIL)-N M12-18-C1 50-CF	2	3-V-NM12- 24458 rev 00		VL-ST DC-02 2rev0 0	Grafoil
10	964652560 000	GASKET-(G RAFOIL)-2, 3C150/300 FV	100	3-V-5199-2 4458rev00		VL-ST DC-02 2rev0 0	Grafoil

11	963530450 000	GASKET-D1 12	350	4-20-201-0 0110 rev0 3	TDC:5: 151 rev 06	TSB0 13rev 05	Nitrile Ru bber
12	964652570 000	GASKET-S W-4,6C150 /300FV	50	3-V-5197-2 4458rev00		VL-ST DC-02 2rev0 0	Grafoil
13	964652580 000	GASKET-S W-8C150/3 00,10C300, 12C300FV	150	3-V-Z001-2 4458rev00		VL-ST DC-02 2rev0 0	Grafoil
14	964651630 000	GASKET-S W-GRP-10- C150-GV-N C10	150	3-V-NC10- 24014rev0 1		VL-ST DC-02 2rev0 0	SS -AISI 316
15	964567750 000	GASKET-S W-GRP-16- C150-GV-N 596	30	3-V-N596- 95038rev0 0		VL-ST DC-02 2rev0 0	SS -AISI 316
16	964562080 000	GASKET-S W-GRP-3-C 150-GV-N0 25	600	3-V-N025- 95038rev0 3		VL-ST DC-02 2rev0 0	SS -AISI 316
17	964562090 000	GASKET-S W-GRP-4-C 150-GV-N0 33	300	3-V-N033- 95038rev0 3		VL-ST DC-02 2rev0 0	SS -AISI 316
18	964651430 000	GASKET-S W-GRP-6-C 150-GV-NC 06	400	3-V-NC06- 23981rev0 1		VL-ST DC-02 2rev0 0	SS -AISI 316
19	964564150 000	GASKET-S W-GRP-OD 122XID110 X3.2T-2478	500	3-V-2478-9 5046rev01		VL-ST DC-02 2rev0 0	SS -AISI 316
20	964564120 000	GASKET-S W-GRP-OD 168.5XID15 2X3.2T-515 3	100	3-V-5153-9 5046rev01		VL-ST DC-02 2rev0 0	SS -AISI 316
21	964563050 000	GASKET-S W-GRP-OD 168.5XID15 4X4.5T-N0 49	150	3-V-N049- 95046rev0 3		VL-ST DC-02 2rev0 0	SS -AISI 316

22	964562540 000	GASKET-S W-GRP-OD 189XID171 X4.5T-N09 7	400	3-V-N097- 95046rev0 4		VL-ST DC-02 2rev0 0	SS -AISI 316
23	964651860 000	GASKET-S W-GRP-OD 220.5XID20 3.5X4.5T-N C36	200	3-V-NC36- 24169rev0 0		VL-ST DC-02 2rev0 0	SS -AISI 316
24	964657920 000	GASKET-S W-GRP-OD 221XID195 X4.5T-P340	100	3-V-P340-2 4169rev00		VL-ST DC-02 2rev0 0	SS -AISI 316
25	964651240 000	GASKET-S W-GRP-OD 258XID238 X4.5T-F504	80	3-V-F504-9 5989rev00		VL-ST DC-02 2rev0 0	SS -AISI 316
26	964651820 000	GASKET-S W-GRP-OD 283XID265 X4.5T-NC3 8	350	3-V-NC38- 24169rev0 0		VL-ST DC-02 2rev0 0	SS -AISI 316
27	964657930 000	GASKET-S W-GRP-OD 285XID260 X4.5T-P485	50	3-V-P485-2 4169rev00		VL-ST DC-02 2rev0 0	SS -AISI 316
28	964563650 000	GASKET-S W-GRP-OD 295XID275 X3.2T-5189	100	3-V-5189-9 5046rev03		VL-ST DC-02 2rev0 0	SS -AISI 316
29	964652660 000	GASKET-S W-GRP-OD 316XID296. 5X4.5T-P48 0	50	3-V-P480-9 5989rev00		VL-ST DC-02 2rev0 0	SS -AISI 316
30	964651980 000	GASKET-S W-GRP-OD 346XID324 X4.5T-NC3 0	400	3-V-NC30- 24169rev0 0		VL-ST DC-02 2rev0 0	SS -AISI 316
31	964651260 000	GASKET-S W-GRP-OD 368XID336 X4.5T-F506	120	3-V-F506-9 5989rev00		VL-ST DC-02 2rev0 0	SS -AISI 316

32	964562570 000	GASKET-S W-GRP-OD 372XID345 X4.5T-N06 5	200	3-V-N065- 95046rev0 3		VL-ST DC-02 2rev0 0	SS -AISI 316
33	964651960 000	GASKET-S W-GRP-OD 399XID376 X4.5T-NC4 0	100	3-V-NC40- 24169rev0 0		VL-ST DC-02 2rev0 0	SS -AISI 316
34	964658910 000	GASKET-S W-GRP-OD 400XID364 X4.5T-Z091	40	3-V-Z091-9 5816rev00		VL-ST DC-02 2rev0 0	SS -AISI 316
35	964651310 000	GASKET-S W-GRP-OD 517XID476 X4.5T-N96 4	250	3-V-N964- 95989rev0 0		VL-ST DC-02 2rev0 0	SS -AISI 316
36	964651320 000	GASKET-S W-GRP-OD 620XID580 X4.5T-N59 5	10	3-V-N595- 95989rev0 0		VL-ST DC-02 2rev0 0	SS -AISI 316
37	963530440 000	GEAR BOX COVER GAS KET	500	2-20-201-0 0064 rev0 2	TDC:5: 151 rev 06	TSB0 13rev 05	Nitrile Ru bber
38	964532400 000	SOFT IRON GASKET SI. PL-W007	200	2-V-W007- 15634 rev 02	TDC:5: 158 rev 00		Soft Iron with silv er platin g

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Other Important terms:

1) Please take special care for **compression testing requirement** as per document VL: STDC:022 rev 00 before submitting the quotation. Applicable Quality plan is BHE: QAP: SW: G:01 Dt.05.10.2020 wherever VL: STDC:022 rev 00 is mentioned in the above table. Applicable Quality plan is BHE: QAP: SIG:01 Dt.27.04.2021 for soft iron (Mild Steel) Gasket as mentioned in the above table.

2) BHEL can arrange third party inspection and inspection charges will be borne by BHEL. Gauges, tools and standards to be arranged by bidder.

Manufacturing and inspection to be done as per drawing/Specification. Vendor to submit test certificates at the time of inspection.

Quantity Variation: Quantity variation clause +/- 10 % is applicable. However, in case of GeM tender, BHEL reserves the right to exercise standard GeM option clause also.

In case BHEL releases the purchase order for additional quantity under quantity variation clause, additional delivery period shall be provided for supply of additional quantity.

In case the supplier manufactures and supplies, additional quantity under quantity variation clause, no additional delivery period shall be provided. Delivery period shall be as per the original contract. This shall supersede the delivery period mentioned in the GeM purchase order released for additional quantity.

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Payment Terms: Payments shall be made to the Seller within the mentioned days (as per below table) of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

To be considered as Micro, Small or Medium enterprise, bidder must be manufacturer of offer product and relevant valid certificate as per latest MSME guidelines is to be submitted along with bid. In case of bid submitted as trader / dealer etc., bidder will be considered as Non-MSME. Also, if no valid certificate as per latest MSME guidelines is not submitted along with bid, then bidder will be considered as Non-MSME.

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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 be recovered in all or any of the following manners:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- 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., shall be applied as per provisions of the contract.

Warranty and Corresponding Repair / Replacement of Goods

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, vendor shall give a warranty against design & manufacturing defects for a period of 18 months from the date of receipt. In case of non-acceptance of this term, bid shall be liable for rejection.

UNIT RATES TO BE QUOTED INCLUSIVE OF ALL TAXES AND ON FOR BHEL GOINDWAL BASTI.

8. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions.](#)