

## Bid Corrigendum

GEM/2022/B/2729159-C2

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. Buyer Added text based ATC clauses

## Buyer Added Bid Specific ATC with Corrigendum

**Corrigendum Note (16.11.2022):** Uploading of the Drawings for 6 schedules viz. Schedule no. **2, 3, 4, 5, 7 and 8**. These 6 drawings uploaded in Buyer Added Bid Specific ATC.

All other terms and conditions will remain unchanged.

-

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

#### Experience Criteria :

Supplier shall be manufacturer of Gaskets. Supplier shall submit customer Purchase Orders for supply of Gaskets with minimum cumulative value of Rs. 4,00,000 (Rs. Four Lakhs Only) as proof. Relevant purchase order(s) along with Invoice(s) shall be enclosed to fulfil experience criteria. All mentioned values are net of taxes. Purchase Order(s) date & corresponding invoice(s) date should be from 01.11.2019 onwards till bid opening date.

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 :

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

Schedule No.	Matl Code	Description	Qty in No.	Drawing No.	Specification No.	Material used for making Gaskets
		METAL				

1	220213030000	CORRUGATED GASKET	3000.00	4-20-201-00189 rev 03	TSB080 rev 04	SS (AISI 304)
2	963530440000	GEAR BOX COVER GASKET	1000.00	2-20-201-00064 rev 02 Drawing uploaded through Corrigendum on 16.11.2022	TSB013 rev 05	Nitrile
3	963530450000	GASKET	1000.00	4-20-201-00110 rev 02 Drawing uploaded through Corrigendum on 16.11.2022	TSB013 rev 05	Nitrile
4	963530460000	COVER GASKET	1500.00	4-20-201-00111 rev 03 Drawing uploaded through Corrigendum on 16.11.2022	TSB013 rev 05	Nitrile
5	963530470000	GASKET	2000.00	4-20-201-00112 rev 02 Drawing uploaded through Corrigendum on 16.11.2022	TSB013 rev 05	Nitrile
6	963531120000	COVER GASKET	1500.00	3-20-201-00121 rev 02	TSB013 rev 05	Nitrile
7	963531130000	MOTOR GASKET-WB	1000.00	4-20-201-00180 rev 02 Drawing uploaded through Corrigendum on 16.11.2022	TSB013 rev 05	Nitrile
8	963533590000	ELEMENT GASKET	1500.00	4-20-201-00145 rev 03 Drawing uploaded through Corrigendum on 16.11.2022	TSB080 rev 04	Carbon steel
9	963536480000	GASKET GRAFOIL 32X27	2000.00	4-20-201-00356 rev 04	--	Grafoil

10	964562070000	GASKET-SW-GRP-2-C150-GV	300.00	3-V-N073-95038 rev 03	VL-STDC-022 rev 00	SS (AISI 316)
11	964562500000	GASKET-SW-GRP-6-C150-GV	200.00	3-V-N001-95038 rev 03	VL-STDC-022 rev 00	SS (AISI 316)
12	964562530000	GASKET-SW-GRP-12-C150-GV	50.00	3-V-N041-95038 rev 03	VL-STDC-022 rev 00	SS (AISI 316)
13	964562540000	GASKET-SW-GRP-OD189XID171	200.00	3-V-N097-95046 rev 04	VL-STDC-022 rev 00	SS (AISI 316)
14	964562570000	GASKET-SW-GRP-OD372XID345	100.00	3-V-N065-95046 rev 04	VL-STDC-022 rev 00	SS (AISI 316)
15	964564120000	GASKET-SW-GRP-OD168.5XID152	200.00	3-V-5153-95046 rev 01	VL-STDC-022 rev 00	SS (AISI 316)
16	964564150000	GASKET-SW-GRP-OD122XID110	300.00	3-V-2478-95046 rev 01	VL-STDC-022 rev 00	SS (AISI 316)
17	964568780000	GASKET-SW-GRP-14-C150-GV	200.00	3-V-N702-95038 rev 00	VL-STDC-022 rev 00	SS (AISI 316)
18	964650630000	GASKET-SW-GRP-OD426XID402	200.00	3-V-U085-95816 rev 01	VL-STDC-022 rev 00	SS (AISI 316)
19	964651210000	GASKET-SW-GRP-OD159XID147	200.00	3-V-2479-95989 rev 00	VL-STDC-022 rev 00	SS (AISI 316)
20	964651220000	GASKET-SW-GRP-OD172XID152	100.00	3-V-F502-95989 rev 00	VL-STDC-022 rev 00	SS (AISI 316)
21	964651260000	GASKET-SW-GRP-OD368XID336	100.00	3-V-F506-95989 rev 00	VL-STDC-022 rev 00	SS (AISI 316)
22	964651310000	GASKET-SW-GRP-OD517XID476	100.00	3-V-N964-95989 rev 00	VL-STDC-022 rev 00	SS (AISI 316)
23	964651450000	GASKET-SW-GRP-12-C150-GV-NC12	700.00	3-V-NC12-23999 rev 00	VL-STDC-022 rev 00	SS (AISI 316)
24	964651460000	GASKET-SW-GRP-8-C150-GV-NC08	500.00	3-V-NC08-24014 rev 00	VL-STDC-022 rev 00	SS (AISI 316)
25	964651630000	GASKET-SW-GRP-10-C150-GV-NC10	300.00	3-V-NC10-24014 rev 01	VL-STDC-022 rev 00	SS (AISI 316)
		GASKET-SW-GRP-		3-V-NC38-	VL-STDC-022	SS (AISI

26	964651820000	OD283XID265-NC38	200.00	24169 rev 00	rev 00	316)
27	964652360000	GASKET GRAFOIL-A894- 6-C150-CF	50.00	3-V-A894- 24458 rev 00	--	Grafoil
28	964652510000	GASKET GRAFOIL-K247- CF	50.00	3-V-K247- 24458 rev 00	--	Grafoil
29	964652560000	GASKET-SW	200.00	3-V-5199- 24458 rev 00	--	SS (AISI 316)
30	964653610000	GASKET-3318	10.00	3-V-3318- 21366 rev 00	--	Grafoil
31	964657920000	GASKET-SW- GRP- OD221XID195	200.00	3-V-P340- 24169 rev 00	--	SS (AISI 316)
32	964658910000	GASKET-SW- GRP- OD400XID364	10.00	3-V-Z091- 95816 rev 00	VL-STDC-022 rev 00	SS (AISI 316)
33	964659580000	GASKET GRAFOIL-NQ40- 5-C150-CF	10.00	3-V-NQ40- 24458 rev 00	--	Grafoil

**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 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.

**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	90days

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.

-

**Quantity Variation:** +/-10% Variation in the quantity is applicable in this tender enquiry.

### **Risk Purchase**

Risk & Cost Clause, in line with Conditions of PO may be invoked in any of the following cases:

1. Supplier's poor progress of the supply vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to supplier including unexecuted portion of supply that does not appear to be executable within balance available period
2. Withdrawal from or abandonment of the supply by contractor before completion as per contract.
3. Non-supply by the Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the supplier.
4. Termination of Contract on account of any other reason (s) attributable to Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Supplier.

The value shall be calculated as follows:

Risk & Cost Amount= **[(A-B) + (A x H/100)]**

Where,

**A**= Value of Balance scope of Supply (\*) as per rates of new contract

**B**= Value of Balance scope of Supply (\*) as per rates of old contract being paid to the supplier at the time of termination of contract i.e. inclusive of PVC, if any.

**H** = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\* **Balance Scope of Supply:** Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Recoveries from the supplier on whom Risk & Cost has been invoked shall be made from following:

1. Dues available in the form of Bills payable to supplier, SD, BGs against the same contract.
2. Dues payable to supplier against other contracts in the same Unit of BHEL.
3. Dues payable to supplier against other contracts in the different Regions / Units of BHEL.
4. Legal options for recovery of dues payable by the supplier.
3. Buyer uploaded ATC document [Click here to view the file.](#)
4. 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.
5.
  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.

6. 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.
7. 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.
8. **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): By BHEL/TPI at vendor works as per Quality Plan  
Post Receipt Inspection at consignee site before acceptance of stores: By BHEL at BHEL works
9. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.  
When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

\*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](#)