



# Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Transmission Business Group

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## CORRIGENDUM - 04 TO NIT NO-95618

Dated 28-11-2025

**Subject: Corrigendum-04 to Tender enquiry for Pre-Bid Tie up for Supply & Services of 400KV GIS for POWERGRID's Substation Package SS-142T (Niglok).**

Project : POWERGRID's Substation Package SS-142T (Niglok)  
Equipment / Item : Supply & Services of 400kV GIS and Its associated equipment  
Enquiry No/Date : Enquiry No. 61Q2600368 Dated 13-11-2025  
BHEL NIT NO : 95618

**Original Tender due date : 24-11-2025**

**Extended Tender Due date : 01-12-2025**

This Corrigendum is issued by BHEL TBG against above mentioned NIT/ enquiry for change in NIT's terms and conditions (enclosed).

All other terms and conditions for this tender enquiry shall remain unchanged.

Bidder to ensure submission of offer on or before due date.

Note: Tender ID on CPP Portal is **2025\_BHEL\_54749\_1**.

Thanking you

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Gaurav Agarwal  
BHEL TBG, NOIDA

**Change in NIT's Terms and Conditions:**

<b>Project</b>	POWERGRID's Substation Package SS-142T (Niglok)
<b>Equipment / Item</b>	Supply & Services of 400kV GIS and Its associated equipment
<b>Enquiry No/Date</b>	NIT No. 95618_Enquiry No. 61Q2600368 Dated 13-11-2025

Please refer following changes in NIT terms -

Sl.no.	<b>GTC/STC clauses</b>	<b>Remarks/<u>Revised Clause</u></b>
1	<p><b>GTC Clause No.35</b></p> <p><b>TERMINATION OF CONTRACT:</b></p> <p>BHEL shall have the right to cancel the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL. BHEL shall have the right to cancel Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, the Supplier's / Contractor' compensation claim shall be settled mutually.</p> <p>In case of cancellation of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing &amp; Commissioning (ETC) / Supervision of ETC, if any, would also get cancelled.</p>	<p>BHEL shall have the right to <b>terminate</b> the Purchase Order / Contract without any financial implication to BHEL if vendor approval by end user / customer is withdrawn or in case of Suspension of Business Dealings with the Suppliers / Contractors by BHEL <b>and in that event, Supplier/Contractor shall be paid for the works done.</b></p> <p>BHEL shall have the right to <b>terminate</b> Purchase Order / Contract, wholly or in part, in case they are obliged to do so on account of any decline, diminution, curtailment or stoppage of their business and in that event, <b>Supplier/Contractor shall be paid for the works done.</b></p> <p>In case of <b>termination</b> of Purchase Order / Contract for main supply, all other associated Purchase Orders / Contracts like those for Mandatory Spares / Recommended Spares / Erection, Testing &amp; Commissioning (ETC) / Supervision of ETC, if any, would also get <b>terminated</b>.</p>
2	<p><b>GTC Clause No.24</b></p> <p><b>FORCE MAJEURE CONDITION:</b></p> <p>If by reason of war, civil commotion, act of god, Government restrictions, strike, lockout which are not in control of Supplier / Contractor the deliveries / services are delayed, Supplier / Contractor shall not be held responsible.</p> <p>If at any time during the continuance of the Purchase Order / Contract, the performance in whole or in part by either party of any obligations under the Purchase Order / Contract is prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs or acts of God (hereinafter referred to as "event"), which are not in control of Supplier / Contractor or BHEL, then provided notice of the happening of such event is given by either party to the</p>	Shall be read as per clause no.36 of STC.

	<p>other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Purchase Order / Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Purchase Order / Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of BHEL as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.</p> <p>In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.</p> <p>Notwithstanding above provisions, BHEL shall reserve the right to cancel the Purchase Order /</p> <p>Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.</p>	
3	<p><b><u>Clause No. 38 of STC:</u></b></p> <p><b>Limitation of Liability:</b></p> <p>Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.</p> <p>This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&amp;P etc. due from the contractor.</p>	<p>Shall be read as below-</p> <p>Neither party shall be liable to the other for <b>any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract.</b></p>
4	<p><b><u>GTC Clause No. 37</u></b></p> <p><b>LIMITATION OF LIABILITY:</b></p> <p>Notwithstanding any other provisions, except in cases of wilful misconduct and / or criminal negligence / acts, a) Neither the Supplier /</p>	<p>Shall remain same as per GTC, except for the highlighted text, which shall be read as per STC clause no.38, <b>as amended above.</b></p>

	<p>Contractor nor BHEL shall be liable to the other, whether in Purchase Order / Contract, tort, or otherwise, for <b>any consequential loss or damage, loss of use, loss of production or loss of profits or interest costs</b>, provided however that this exclusion shall not apply to any obligation of the Supplier / Contractor to pay Liquidated Damages to the BHEL and b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed total Contract Price, provided however that this limitation shall not apply to any obligation of the Vendor to indemnify BHEL with respect to Patent Infringement or Intellectual Property Rights.</p>	
5	<p><b><u>GTC Clause No. 43</u></b></p> <p><b>INDEMNIFICATION:</b></p> <p>The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, damages, costs and expenses in respect of the death or injury of any person or loss of or damage to any property arising during the course and out of the execution of the Purchase Order / Contract.</p>	<p>The Supplier / Contractor shall indemnify and keep indemnified and hold harmless BHEL and its employees and officers from and against any and all claims, suits, actions or administrative proceedings, demands, damages, costs and expenses in respect of the death or injury of any person or loss of or damage to any <b>third party</b> property arising <b>due to its wrongful act or wrongful omission</b> during the course and out of the execution of the Purchase Order / Contract.</p>
6	<p><b><u>STC Clause No.31.2</u></b></p> <p><b>ARBITRATION:</b></p> <p>..... exclusive jurisdiction of the Court(s) situated at..... (to be identified by BHEL-TBG)...</p>	Jurisdiction of the Court(s) situated at <b>New Delhi</b> .
7	<p><b><u>STC Clause No.20-B</u></b></p> <p><b>ADDITIONAL PERFORMANCE BG (by GIS OEM to POWERGRID)</b></p>	<p>Not required.</p> <p>Under Enclosures (Annexure-J)- Forms of BG at sl.no. 3 &amp; 4 are not applicable.</p>
8	<p><b><u>STC Clause No.14</u></b></p> <p><b>DEED OF JOINT UNDERTAKING</b></p>	<p>POWERGRID has introduced Manufacturer Authorization Form (MAF) which is to be submitted along with the Bid (as per format issued vide Corrigendum-02) on GIS OEM letterhead. Joint deed of Undertaking is also required to be submitted to POWERGRID before Contract signing stage. Bidder (GIS OEM) to give confirmation (on their letter head) that JDU (as per format given in NIT) will be submitted at the time of signing of Contract between POWERGRID and BHEL.</p>