



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Transmission Business Group

Materials Management, 5th Floor, Plot No.25,

Sector-16A, Noida, Uttar Pradesh, PIN No: 201301

Phone: 0120-6748543, Email: gaurav.agarwal@bhel.in

CORRIGENDUM - 05 TO NIT NO-92714

Dated 29-09-2025

Subject: Corrigendum-05 to Tender enquiry for Pre-bid tender enquiry for Supply & Services of 400KV & 220KV GIS FOR POWERGRID's Substation Package SS-121T (Jhangi & Wangtoo) Sub-Station Tender/ project.

Project : POWERGRID's Substation Package SS-121T (Jhangi and Wangtoo)
Equipment / Item : Supply & Services of 400kV & 220kV GIS and Its associated equipment
Enquiry No/Date : Enquiry No. 61G2600178 Dated 08-07-2025
BHEL NIT NO : 92714
Original Tender due date : 21-07-2025

This Corrigendum is issued by BHEL TBG against above mentioned NIT/ enquiry for-

- 1) Extension of tender due date upto 03-10-2025.
- 2) Issuance of revised JDU format and
- 3) Issuance of New Form- Attachment-8B (Manufacturer's Authorization Form from GIS OEM).

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_50432_1**.

Thanking you

-----Sd/-----

Gaurav Agarwal
BHEL TBG, NOIDA

**FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE
BIDDER/CONTRACTOR ALONGWITH INDIAN GIS MANUFACTURER WHO
HAS BEEN ASSOCIATED FOR SOURCING OF GIS EQUIPMENT [STIPULATED
IN CLAUSE NO. 1.4(iii), ROUTE-4, OF ANNEXURE-A (BDS)]**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This DEED OF UNDERTAKING executed this day of..... Two Thousand by M/s....., a Company incorporated under having its Registered Office at hereinafter called the "Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns and M/s., registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at hereinafter called the "**GIS Manufacturer**" which expression shall include its successors, administrators, executors and permitted assigns, in favour of (insert names of the Employer), a Company incorporated under the Indian Companies Act of 1956 having its registered office at(insert registered address of the Employer)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. for the execution of (insert name of the package alongwith project name)

AND WHEREAS Clause No., Section, of, Vol.-... forming part of the Bidding Documents inter-alia stipulates that the Bidder can also participate provided the Bidder meets the requirement and associates with a **Indian** GIS manufacturer for sourcing of GIS equipment, who meets the stipulated requirement of Annexure-A (BDS) and submits a Manufacturer Authorization Form (MAF) confirming that a legally enforceable Joint deed of Undertaking shall be executed at the time of signing of contract in which the Bidder/Contractor and its **GIS Manufacturer** shall undertake to be jointly and severally bound and responsible for the successful performance of the GIS Equipment (s) under the Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer based on above stipulation and has agreed to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

AND WHEREAS the Bidder and **GIS Manufacturer** are therefore executing this irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS Equipment (s) of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Contract.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder / Contractor (hereinafter referred to as the "Contract") we, the Bidder/Contractor and the **GIS Manufacturer** do hereby agree and undertake that we shall be jointly and severally responsible to the Employer for design, erection, testing and commissioning of complete GIS Equipment(s) under the Contract and perform all obligations including the technical guarantee for the GIS Equipment(s) being supplied by us.

- 2.0 In case of any breach of the Contract committed by the Contractor, we, the **GIS Manufacturer** do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS Equipment (s) being supplied by us under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS Equipment (s) being supplied by us under the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS Equipment (s) being supplied by us under the Contract, we, the **GIS Manufacturer** and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
- 3.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder/Contractor hereby agrees to ensure the following:
- (i) The **GIS Manufacturer** will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS Equipment (s) to the satisfaction of the Employer.
 - (ii) Further, the **GIS Manufacturer** shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/ **GIS Manufacturer** to facilitate the successful performance of switchyard with respect to GIS Equipment (s) as stipulated in the Contract.
 - (iii) In the event the **GIS Manufacturer** and the Contractor fail to demonstrate successful performance of GIS Equipment (s), the **GIS Manufacturer** and the Contractor shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.
 - (iv) The Contractor and **GIS Manufacturer** will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation on the switchyard with respect to GIS Equipment (s) of the Contract and timely delivery thereof the meet the completion schedule under the Contract.
 - (v) In case of any issue related to failure and repair of GIS equipment, the Bidder / Contractor and the **GIS Manufacturer** shall ensure the following:
 - a. The **GIS Manufacturer's** Service Engineer(s) shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.

- b. The **GIS Manufacturer** shall ensure readily availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.
- 4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 5.0 We further agree that this undertaking shall be without any prejudice to the various liabilities and obligations of the Contractor, under the Contract.
- 6.0 We, the **GIS Manufacturer** and Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Contractor and the **GIS Manufacturer** have through their Authorized Representatives executed these presents and affixed common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

[For Contractor]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company
.....

WITNESS

[For **GIS Manufacturer**]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company
.....

Note:

1. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
2. The Undertaking shall be signed on all the pages by the authorised representative(s) of the Contractor and the **GIS Manufacturer** and should invariably be witnessed.

(Manufacturer's Authorization Form)

(On GIS Manufacturer's Letterhead, see Clause 1.4 (iii) of Annexure-A, BDS of Volume-I of the Bidding Document)

To: [Insert: name of Employer]

Dear Ladies and/or Gentlemen,

WE [insert: **name of GIS Manufacturer**] who are established and reputable manufacturers of GIS equipment having production facilities at [insert: **address of factory**] do hereby authorize [insert: **name & address of Bidder**] (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against IFB for [insert: **title and reference number of Invitation for Bids**] including the above GIS equipment produced by us.

We understand that the Bidder is participating in the IFB proposing to meet the stipulated qualifying requirement inter-alia considering our technical experience in GIS manufacturing as per Clause No..... [Insert: **relevant clause detailing the technical experience criteria met by the GIS manufacturer**] of Annexure-A (BDS) and in the event of award on the Bidder, we shall manufacture and supply the GIS equipment as per the terms and conditions of the contract entered between you and the Bidder.

We also hereby declare that we and [Insert: **name of the Bidder**] have entered into a formal relationship and we shall submit a Joint deed of undertaking as per format enclosed at...of Bidding document at the time of signing of contract between [insert **name of Employer**] and [insert Name of Bidder] for [insert: **title and reference number of Invitation for Bids**].

We hereby extend our full guarantee and warranty, availability of spares for the above specified plant & equipment materials or other goods offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty, spare obligations.

For and on behalf of the Manufacturer

Signed: _____

Date: _____

In the capacity of [insert: **title of position or other appropriate designation**] and this should be signed by a person having the power of attorney to legal bind the manufacturer.

Date:.....

Place:.....

(Signature).....
 (Printed Name).....
 (Designation).....
 (Common Seal).....

Note 1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the bidder in its bid.

2. Above undertaking shall be registered or notarized so as to be legally enforceable.

3. QR Credential of the manufacturer of offered GIS has been submitted along with the bid.