



BHARAT HEAVY ELECTRICALS LIMITED | TIRUCHIRAPPALLI 620 014
OUTSOURCING DEPARTMENT

Corrigendum - III Date: 11-Oct-2025 to Tender Enquiry No. 2025OSB029

TENDER ENQUIRY NUMBER: 2025OSB029 | Dtd: 27-AUG-2025 | NIC Tender Id: 2025_BHEL_51087_1

Tender Description: Tender Enquiry for entering into a Contract for Fabrication and Supply of Pressure Part Items and dispatch to respective project sites.

Few Bidders had raised queries in the above mentioned Tender Enquiry. The clarifications issued by BHEL are furnished below:

Sr. No.	Description of Query	Bidder's Clarification	BHEL's Reply
1	Delay in supply is breach of contract	Please provide grace period on lot wise.	Tender Condition shall prevail.
2	Limit of liability (For Breach)	Limits of liability will be 100 % of PO value excluding value of material procured from BHEL & BHEL FIM	Details as given later in this Corrigendum
3	Suspension Clause	We understand BHEL don't envisage any suspension of project and hence no suspension clause is given in tender. Vendor understand order once placed shall not be suspended and cancelled for convenience of BHEL.	Details as given later in this Corrigendum
4	Termination for BHEL Convenience	We understand BHEL don't envisage any suspension of project and hence no suspension clause is given in tender. Vendor understand order once placed shall not be suspended and cancelled for convenience of BHEL.	Details as given later in this Corrigendum
5	Force Majeure - BHEL - 1Yrs.	1 Yr is too long period because vendor will be utilizing facility & will be investing. BHEL to review.	Tender Condition shall prevail.
6	-----	Clarification is requested on the applicability and scope of consequential damages.	Refer Point No. 2
7	-----	Kindly confirm if there is a provision for limited liability under the contract.	Refer Point No. 2



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Sr. No.	Description of Query	Bidder's Clarification	BHEL's Reply
8	-----	Please specify the cap, if any, on defect liability and latent defect liability.	Refer Point No. 2
9	-----	Is consortium or joint bidding permitted, especially for vendors with allied but not full-scale coil/panel in-house facilities?	NOT PERMITTED.

Following clauses are being added in the Section I (Terms & Conditions of Tender enquiry) Subject Tender Enquiry

47.0 LIMITATION ON LIABILITY

Notwithstanding anything to the contrary in this Contract 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 Contract Value.

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.

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&P etc. due from the Contractor.

48.0 SUSPENSION

48.1 BHEL, by issuing a notice to the Supplier, may order the Supplier to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the date of the suspension and the reasons thereof. The Supplier shall upon the date specified in such notice:

- (a) suspend performance of such obligation until ordered in writing to resume such performance by the BHEL;
- (b) place no further subcontracts or orders for goods, supplies, services, work or facilities in respect of the under execution except to the extent expressly requested by the BHEL;



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(c) unless otherwise directed by the BHEL, use all endeavours to suspend on the most favourable terms available to the Supplier all orders, subcontracts and rental and lease agreements to the extent affected by such suspension and otherwise minimise any additional costs associated with such suspension.

48.2 BHEL shall issue orders for suspension or reinstatement of the Contract to the Supplier in writing, as may be required. In the event of any suspension, the Time for Delivery shall be extended suitably by the BHEL which in any case shall not be more than for a period equal to duration of suspension. BHEL may at any time terminate the suspension by written notice to the Supplier specifying the effective date of termination of such suspension and the Supplier shall use its best efforts to resume performance of its obligations pursuant to the Contract immediately upon receipt of such notice.

48.3 If, by virtue of a suspension order given by BHEL, the Supplier's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Supplier may give a notice to the BHEL requiring that BHEL shall, within twenty eight(28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in the Scope of Work, excluding the performance of the suspended obligations from the Contract. If BHEL fails to do so within such period, the Supplier may, by further notice to BHEL, elect to treat the suspension, where it affects a part only of the Contract, as a deletion of such part or, where it affects the whole of the Contract, as Termination of the Contract under **Clause 49.1**.

48.4 During a suspension, the Supplier shall not be entitled to payment of the Contract Price which would have otherwise been ordinarily payable during the relevant period of such suspension, except for such part of the Contract which has been completed prior to the date of suspension specified in the notice of suspension. Upon resumption by the Supplier of all activities affected by a suspension, the BHEL shall resume payments of the Contract Price with the payment dates adjusted to reflect the period during which scheduled payments were not made.

48.5 Any, reasonable, additional cost or expenses incurred by the Supplier as direct result of such suspension of the Supplier's obligations hereunder shall be reimbursed to the Supplier by the BHEL, provided such costs are substantiated to the BHEL's satisfaction by submission of documentary evidence. BHEL shall not be responsible for any liabilities if suspension or delay is due to default on the part of the Supplier or its Subcontractor.

49.0 TERMINATION

49.1.1 BHEL may at any time terminate the Contract for any reason or without assigning any reason by giving the Supplier fifteen (15) days' notice of termination.

49.1.2 Upon receipt of the notice of termination under Clause 49.1.1, the Supplier shall either immediately or upon the date specified in the notice of termination,

- (a) cease all further work, except for such work as BHEL may specify in the notice of termination for the sole purpose of protecting that part of the Contract already delivered.
- (b) terminate all subcontracts, except those to be assigned to BHEL.



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(c) in addition, the Supplier, subject to the payment specified in Clause 49.1.3, shall:

- i. deliver to BHEL the parts of the Contract manufactured by the Supplier up to the date of termination;
- ii. to the extent legally possible, assign to BHEL all rights, titles and benefits of the Contract existing with Supplier as of the date of termination, and, as may be required by BHEL, in any subcontracts (including warranties over the items concluded between the Supplier and its Sub-contractors, and to give effect to the assignment of the Sub-contractor's warranties to BHEL, the Supplier shall provide notice to the Subcontractor for such assignment of warranties from the Supplier to the BHEL; and
- iii. deliver to BHEL all non-proprietary drawings, specifications and other documents prepared by the Supplier or its Sub-contractors as at the date of termination in connection with the Contract.

49.1.3 In the event of termination of the Contract under Clause 49.1.1, the Employer shall pay to the Supplier the following amounts:

- (a) the Contract Price, properly attributable to the manufacture and supply of the items, as on the date of termination; and
- (b) the reasonable cost of termination of the subcontracts between the Supplier and its Sub-contractors, subject to submission of documentary evidence of such expenses; and
- (c) the reasonable cost of customised raw materials for the Contract, procured by the Supplier and delivered to the Site.

In this Clause 49, in calculating any amounts due from BHEL to the Supplier, account shall be taken of any sum previously paid by BHEL to the Supplier under the Contract.

NOTE:

- 1. All other Terms & Conditions against this NIT shall remain unchanged.**
- 2. Offer submission by a Vendor for above mentioned Tender Enquiry will be considered as acceptance of all Terms & Conditions, including above Corrigendum.**