

# **BHARAT HEAVY ELECTRICALS LIMITED**

**TRANSMISSION BUSINESS GROUP, TBMM, LODHI ROAD,**

**NEW DELHI -3, Ph.:011-41793145, 41793463, 41793289**

## **AMENDMENT -03 TO NIT 6493**

Date: 17/06/09

Sub.: AMENDMENT -03 of NIT 6493 for 400 kV HT cable and accessories

**Project: 4 X130 MW Parbati-III Hydroelectric Project ,**

Please note the following amendments:

1. Specific Terms and conditions are revised .

All other terms and conditions of NIT 6493 shall remain unchanged.

  
Rajesh Kumar

Engineer (TBMM)

**ANNEXURE - A**  
**Specific terms & conditions Rev.-01**

**PI No.342280741 dated 16.01.09 for 400 KV XLPE Cables for Parbati – III project**

1. Delivery requirement - 31.10.2009 at site

2. Taxes & Duties :

The project is accorded mega project status and hence taxes and duties as applicable are as under :

2.a. Customs Duty / CVD - Nil

2.b. Service Tax - Applicable towards Erection, Testing &

Commissioning as per the prevailing rate.

- Mega Project Certification for availing tax exemption for Customs Duty & CVD shall be made available.

3. Following documents to be arranged / provided by vendor for realization of payment by BHEL from M/s NHPC :

- Original Invoice
- Clean on Board Bill of Lading /AWB
- Insurance Declaration
- Material Despatch Clearance Certificates
- Packing List
- Certificate of Origin of Goods issued by chamber of commerce of that country or any other authorized organization of that country.

**4. Special terms & Conditions :**

**4.1. GUARANTEE PERIOD**

- Defect liability & Period : The Supplier warrants that the item supplied shall be free from defects in the design, engineering, materials and workmanship. The period shall be Four & half years from date of its receipt at site or four years from its commissioning or three years from the date of issue of Taking Over Certificate of the Generating Unit first commissioned ( Scheduled date : 16.10.10 ) or Twenty Four months from the date of issue of Taking Over Certificate of the generating unit which is commissioned last ( scheduled date : 28.02.2011 ) whichever happens earlier. Liability for latent defects warranty shall be limited to 5 years commencing from the end of defect liability period.

#### **4.2. LIQUIDATED DAMAGES**

The rate of levy of Liquidated damages for delayed delivery / completion of work shall be at the rate of 0.65% of the contract price per week with a maximum ceiling of 10% of the contract value.

#### **4.3. TRANSFER OF OWNERSHIP**

Ownership of the Equipment / Material (including spare parts) to be imported into the country where the Site is located shall transferred to the Purchaser / Purchaser's Customer upon loading on to the mode of transport to be used to convey the equipment / material from the country of origin to that country and upon endorsement of the dispatch documents in favour of the Purchaser / Purchaser;s Customer.

#### **4.4. SITE REGULATIONS & SAFETY**

The Supplier shall be responsible for the complete laying and termination, testing and commissioning of Cables and as such all site regulations and safety regulations prevailing shall be followed.

#### **4.5. LOSS OR DAMAGE TO PROPERTY, ACCIDENT etc.**

- 1) Supplier to assist BHEL for assessing the extent of damage for claim settlement.
- 2) Accident or injury to persons of supplier during erection, testing & commissioning : To be in the account of supplier.

#### **5. Responsibility indicator :**

- a. Customs clearance - By BHEL. Any taxes to be paid at the discharge port for clearing the material is in BHEL's scope.
- b. Inland Transportation – By BHEL.
- c. Inland Insurance - By BHEL
- d. Site storage - By BHEL.
- e. Cable Laying, Termination - By supplier.
- f. Testing & Commissioning – By supplier
- g. Performance Guarantee Test – By supplier
- h. Handing over to customer after PG test – By BHEL & Supplier

6..Port of discharge for imported consignment - Mumbai, India.

**7..Pre-qualifying criteria :**

1. Please refer attached sheet for Qualifying Criteria & Format for letter of authorization which is to be furnished by Contractor / Supplier. Refer – Annexure-B

**8..Additional information :**

**Consignee Address** :will be furnished later.