

ENQUIRY NO: 4583198 DTD 20.10.2008

NIT NO: 5608 DTD 17.11.2008.

PROJECT: GIS FOR NORTH CHENNA – II.

SL NO	ISSUES
1	Completion Schedule – Delivery: 12/2009 & 06/2010 for Unit I & II respectively. Commissioning: 06/2010 & 12/2010 for Unit I & II respectively. Port of discharge for imported consignments: CHENNAI.
2	Project status with respect to Taxes & Duties for both Indian & Foreign sub Contractors /vendors Import of equipments : 1. Customs Duty / CVD - <ul style="list-style-type: none"> Unit – I - Nil Unit – II – Project Import rate. <p><i>(The documents for availing the benefits of Nil Custom Duty i.e PAC for Unit – I shall be made available by BHEL. Licenses for importation shall be arranged by BHEL-TBG)</i></p> Indigenous supplies : 2. Excise Duty on dispatch <ul style="list-style-type: none"> Unit – I – Nil being a deemed export project. Duty drawback shall be claimed by the vendor / BHEL. Unit –II – Applicable as per the rates prevailing during the time of dispatch. <p><i>(Documents if any for availing the duty drawback shall be made available to the vendor).</i></p> CST & Local taxes - As applicable Services : Taxes & duties towards supervision of Erection, Testing & Commissioning – No exemption & hence applicable as for service contract.
3	Project Status: Deemed export status for Unit-I. Unit-II does not have a Deemed export status.
4	Documents required for payment to the vendor is as under: <ul style="list-style-type: none"> - Original Invoice - Bill of lading/ Airway bill/ LR - Excise invoice (where ED re-imburement is required). - Delivery Challan / Packing list (case wise). - Transit insurance certificate (if applicable) from under writers or copy of intimation of Transit Insurance duly endorsed by under writers. - Dispatch clearance given by BHEL - Guarantee Certificate - Certificate of Origin. - Performance bank guarantee copy
5	Guarantee: The same shall be 24 months from the scheduled date of taking over of the respective plants (Unit I & II). Scheduled taking over of Unit I is 17.05.2011 & Unit II is 15.11.2011. Note: This clause shall replace the BHEL standard guarantee clause which is already uploaded with the NIT.
6	Liquidated Damages: Penalty for delay in completion : Penalty shall be levied for delay in completion only on account of delay not attributable to BHEL:

	<ul style="list-style-type: none"> • 1st to 4th month: 0.5% of the delayed portion of supplies / work for each week of delay in completion. • 5th to 6th month: 0.75% of the total order value for each week of delay in completion. • Beyond 6th month: 1.0 % of the total order value for each week of delay in completion. <p>(There is no ceiling on the penalty clause).</p> <p>Note: This clause shall replace the BHEL standard guarantee clause which is already uploaded with the NIT.</p>
7	Arrangement of Transport Contractor from the port of discharge to the site in case of foreign Vendors: The shall be carried out by BHEL.
8	Supervision of Erection, Testing & Commissioning: The same is to be quoted on LUMP-SUM basis.
9	Conversion to single currency: BHEL will convert all the prices expressed in US \$ or Euro in to Indian Rupee at the selling exchange rate in India on the date of price bid opening for the purpose of evaluation.
10	Demurrage/ Wharfage: For the reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any, paid by BHEL (for stated reasons).
11	Indemnity (Against Patents / Trademarks etc) : The supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the said supply from any rights protected by patent registration of design or trade mark; provided always that in the event of any claim in respect of an alleged breach of patents registered design or trademark being made against. The purchaser –the-latter shall notify the seller of same and the seller shall be at liberty, but entirely at their own expenses, to conduct negotiation for settlement of deal with any litigation that may arise there from.
12	Mode of Payment: Payment shall be made through irrevocable Letter of Credit. All the charges are to be on supplier's account.
13	<p><u>QUALIFYING CRITERIA</u></p> <p>The supplier shall have designed, manufactured, type tested and at least the specified quantity of the following items of at least the rating as specified herein under or higher, which should be in successful operation for at least 2 years in last 10 years as on the date of bid opening in Power Plant or Sub Stations or Industrial Complex etc.</p> <ul style="list-style-type: none"> • 420 kV Class GIS & 420 kV CGI Bus Ducts and auxiliary equipment for minimum three power stations/ sub stations. • 420 kV (minimum) 50 Hz, 2000A, 40 kA short circuit rating, SF6 gas insulated switchgear for indoor installation consisting of circuit breaker, current transformers, potential transformer, disconnect switches, ground switches, high speed make proof grounding switches, transition bus section between GIS and air/ SF6 bushing etc. for minimum of 10 bays (cumulative).
14	<p><u>Other commercial terms and conditions:</u></p> <p>The same shall be as per the BHEL standard terms and condition which has already been uploaded on the web. "Price Schedule Format" already uploaded on the web is to be followed strictly.</p>