

**TRANSMISSION BUSINESS GROUP**  
**SUB CONTRACTS MANAGEMENT**  
**NOIDA**

**SPECIAL TERMS & CONDITIONS (SUPPLY PART)**

**1.0 TERMS OF PAYMENT**

**1.1 For supply** (Excluding M S Stub, BOQ Item No 1.3)

1.1.1 75% of payment on receipt of the material at site, proper storage and physical verification. The invoice must contain following documents in 3 sets (Original+2 copies). Payment for Lattice structure shall be considered only after supply of full individual tower material including hardware.

- Proof of receipt at site/ Receipted LR.
- Copy of E-way Bill
- Transit insurance certificate from under writers or copy of intimation of transit insurance duly endorsed by under writers.
- GST invoice
- Delivery challan/ Packing list (Casewise)
- Dispatch clearance given by BHEL (MDCC)
- Guarantee certificate.
- All test reports and inspection reports

1.1.2 15% after completion of equipment/ material erection on the basis of per unit equipment/ material erected as certified by site in-charge.

1.1.3 10% payment shall be paid after commissioning of the work and issuance of Operational Acceptance Certificate by the authorized Project Manager of the Principal Employer and after complete handing over to the principal employer/customer along with submission of as built drawings.

1.1.4 In case of M S Stub BOQ item No 1.3, the 90% payment shall be governed by, as per clause no A ,1.1 of Terms of Payment of Special Terms and Conditions of civil parts.

1.1.5 'Commissioning' for the purpose of payments shall mean satisfactory completion of supply, civil works, erection, commissioning checks and successful completion of all site tests and charging of the transmission line at rated voltage as per the contract and to the satisfaction/approval of the BHEL/ Customer.

1.1.6 In case, for any reason solely attributable to the Employer/BHEL, the commissioning/ handing over of line is delayed beyond 120 days of successful completion of final checking and testing of line for the purpose of commissioning, the balance 10% payment shall be released against an unconditional & irrevocable bank guarantee of equivalent amount valid till guarantee period in prescribed proforma of BHEL as per clause no. 09 of special terms & conditions of contract for supply part.

**2.0 Final Engineering Documentation:** Final documentation as called in the specification is to be submitted within 3 months from the dated of dispatch of material.

**3.0 Inspection:** BHEL /customer/third party shall inspect equipment/material before dispatch. Stage inspection during manufacturing may also be carried out. Material

to be dispatched only after getting Dispatch clearance from BHEL.

Supplier shall send inspection call on prescribed format only, with an advance notice of 15 days. Vendor shall forward all inspection and test reports for issue of MICC by BHEL.

**4.0 Dispatch Documents as applicable:**

Following Dispatch documents are to be immediately send to purchaser on dispatch

- Proof of receipt at site/ Receipted LR.
- Copy of E-way Bill
- Transit insurance certificate from under writers or copy of intimation of transit insurance duly endorsed by under writers.
- GST invoice
- Delivery challan/ Packing list (Casewise)
- Dispatch clearance given by BHEL (MDCC)
- Guarantee certificate.
- All test reports and inspection reports

**5.0 Consignee:**

All the equipments/ materials after port clearance in case of imported items and material dispatch clearance in case of indigenous items shall be dispatched to Patratu site and name of consignee will be notified later.

**6.0 GUARANTEE:**

The material shall be guaranteed for 18 months from the date of delivery or 12 months from the date of commissioning, whichever is later. The defective material /component shall be replaced free of cost at site.

**7.0 DELIVERY PERIOD:**

The delivery must be completed within 05 months from the date of issue of LOI. Date of receipt of material at site shall be considered as delivery date.

**8.0 SUBCONTRACTING:**

In case further subcontracting on BHEL order or part thereof is envisaged by supplier, the same can be done after written permission is obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL purchase order requirements.

**9.0 TRANSPORTATION, UNLOADING, STORAGE AND WATCH & WARD**

- 21.1 Tender Floated on Turnkey Basis, hence all responsibility towards transportation, unloading at site, storage and watch & ward of equipments/ materials covered in this NIT shall be in the scope of the vendor. The vendor shall maintain an accurate and exhaustive record detailing out the list of all equipments received and keep such record open for the inspection of the Owner/BHEL at any time.

- 21.2 Watch and ward by authorized agency for the safe custody of the materials at site shall be responsibility of the vendor till handing over to BHEL/ Customer
- 21.3 It is the responsibility of the vendor to dismantle and take away all the materials of his office accommodation as soon as the project is handed over to BHEL and debris are cleared off.