

TRANSMISSION BUSINESS GROUP
SUB CONTRACTS MANAGEMENT
NOIDA

SPECIAL TERMS & CONDITIONS (CIVIL WORK)

A. TERMS OF PAYMENT

- 1.1 The contractor shall be paid monthly running account bill to a maximum of 90% (retaining 10% from each running bill) of value of the works actually executed on site provided the work has been executed to the satisfaction of the Engineer. The payment for tower foundations shall be admitted progressively on completion of work. Fixing of foundation bolts of tower with the help of stub template and welding of insert plate is to be executed as per time schedule prescribed by Engineer-In-Charge and in case there is any delay such activity due to contractor, payments made equivalent to amount of work done in tower foundation will be withheld from successive bills. From payable amount recoveries such as security deposit, income tax etc. would be made as per rule. The certificate of the Engineer regarding such approval and passing of sums so payable shall be final and conclusive against the contractor.
- 1.2 The balance 10% of payment shall be paid after successful commissioning of the transmission line and issuance of Taking Over Certificate by BHEL's Customer. However, in case, for any reason solely attributable to BHEL/BHEL's Customer, the commissioning 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
- 1.3 '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.
- 1.4 The Engineer shall after a measured bill allow and certify payment to the contractor on the basis of abstract measurement bill submitted by contractor. However, the usual recoveries would be affected from the bill
- 1.5 All intermediate or RA bills payments shall be regarded as advance against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect of the occurring of any claim whatsoever. Such intermediate payments shall not conclude, determine or affect in any way the powers of the Engineer as to the final settlement and adjustment of the account of otherwise, or in any way vary or affect the contract. To this effect the contractor shall submit the final bill, which shall contain the complete up-to-date measurements for the total work done.
- 1.6 Any certificate relating to the work done may be modified by any subsequent interim certificates or by the final certificate and no certificate of the Engineer supporting an advance payment shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract.

B. COMPLETION TIME:

All the activities associated with the above package must be completed within 06 months from date of issue of LOI.

C. ADDITIONAL EXPENDITURE DUE TO FAULTY EXECUTION:

In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.

D. RIGHT OF WAY:

The arrangement of the right of way is primarily in the scope of the customer. The Customer shall arrange the land for the execution of civil and ETC works at site. However the contractor shall be required to liaison with the local authorities for clearance of land for the execution of the work.

The contractor shall be required to work under minimum available working space to avoid land issues at site.

The work has to be executed at site location to ensure that there is no damage to the standing crop and other dwellings units of the affected villages.

E. Clause C-26.0 "Price Variation" :- Not Applicable

F. REINFORCEMENT STEEL (APPLICABLE ONLY FOR BHEL FREE ISSUED STEEL):

- 11.1 The reinforcement steel for the works shall be supplied by BHEL as per BOQ. Hence under items of reinforcement steel in BOQ, the bidders are required to quote labour rates only. **(Applicable only for the items where BHEL supply is mentioned in the BOQ).**
- 11.2 The reinforcement steel shall be made available to the contractor within project area (NKTPP end). The contractor shall collect these material from BHEL Store/ Storage yard. Loading and transportation from supplier stockyard to site is not in scope of the contractor. However, unloading, storage, watch & ward till handing over of complete work, shifting to required location and lodging of insurance claim (if required) is included in the scope of bidder and deemed to be included in the quoted rates.
- 11.3 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property and/or personnel should occur, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
- 11.4 The steel issued to the contractor shall be mainly in standard length and section as received from the steel supplier. However the contractors shall be bound to accept the steel in length as available. No claims for extra payment because of issue of non standard length will be entertained during execution.

11.5 RETURN OF STEEL

All surplus steel and all wastage materials shall be taken back on weighment basis. Surplus, unused and untampered steel shall be stored diameter / section wise and returned separately at a place directed by BHEL / engineer incharge within the project area. Return of such materials will not be entitled to any handling and incidental charges. All wastage / scrap (including melting scrap, wastage, unusable) shall be returned diameter/ section wise to the stores and a receipt obtained for material accounting purposes.

(A) CONSUMPTION:

The theoretical consumption of various section / diameter of reinforcement shall be based on approved construction drawing and bar bending schedule, approved laps, chairs & lugs. The weight shall be calculated considering the sectional weights as per Indian standards. No extra cost shall be payable to the contractor for any deviation in weights for the different procedures adopted for issue and calculation for the theoretical consumption including rolling tolerances. The consumption / wastage shall be determined as under:

- I) Actual consumption = (QTY issued by BHEL) – (surplus QTY returned by the contractor).
- II) Surplus = Un-tampered and unused quantity of steel returned by the contractor to BHEL supported by relevant documents
- III) Wastage = actual consumption - theoretical consumption (as erected quantity)

(B) WASTAGE

Allowable wastage: (+5%) of the theoretical consumption shall be considered as allowable wastage.

Wastage is further classified as cut pieces [pieces of lengths 3 m and above] and scrap (including pieces of lengths less than 3 m) measured as per actual weighment basis.

Sl.	Reinforcement steel	Basis of issue & penal recovery
R-1	Theoretical consumption [without considering wastage and scrap of loss	Free
R-2	Wastage limited to plus five percent [+5%] of aforesaid theoretical consumption [r-1] towards allowable wastage [cut pieces plus scrap to be returned to BHEL]	Free
R-3	Wastage beyond five percent [+5%] of the theoretical consumption above (r-1).	Penal rate @ 50% over & above the procurement rate