

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

**SPECIAL TERMS & CONDITIONS (ERECTION/ SERVICE PART)**

**1.0 TERMS OF PAYMENT**

**1.1 For Erection Testing Commissioning Work** (Excluding MS Stub, BOQ Item No 1.3)

- 1.1.1 90% of the contract item price on the monthly progressive bills on pro rata basis after completion of equipment/ material erection including maintaining proper records of installation in FQPs and as certified by BHEL, Engineer.
- 1.1.2 10% of the contract item price after completion of satisfactory commissioning and submission of complete records of erection, testing, commissioning and charging protocol as per FQPs for the complete transmission line and issuance of Taking over Certificate by BHEL's Customer.
- 1.1.3 'Commissioning' for the purpose of payments shall mean satisfactory completion of 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
- 1.1.4 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
- 1.1.5 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 bill.
- 1.1.6 All intermediate or RA bill 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 of affect the contract. To this affect the contractor shall submit the final bill, which shall contain the complete up-to-date measurements for the total work done.
- 1.1.7 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

**2.0 COMPLETION TIME:**

All the activities associated with the above package must be completed within 07 months from date of issue of LOI.

**3.0 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.

**4.0 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.

**5.0 RESPONSIBILITY OF CONTRACTOR IN RESPECT OF BUILDING AND OTHER CONSTRUCTION WORKER STATUTORY RULES / REGULATIONS (IF APPLICABLE)**

It shall be mandatory for the contractor to comply with Building and Other Construction Worker (Regulation of Employment and Conditions of Service) Act, 1996 and Rules of 1998 read with Building and other Construction Workers welfare Cess act, 1996 and Cess Rules.

It shall be the sole responsibility of the contractor to apply for a license to the Competent Authority under the Building and Other Construction Worker (Regulation of Employment and Conditions of Service) Act, 1996 and Rules of 1998 read with Building and other Construction Workers welfare Cess act, 1996 and Cess Rules and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within 2 months from date of start of award of work at site or along with 1<sup>st</sup> RA bill whichever is earlier.

It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building or construction workers) engaged by the sub-contractor during the preceding month.

The onus shall lie on the contractor to register with the authorities and provide the details of the amount remitted to the authorities. In case the contractor fails to comply with the BOCW act, no payments shall be released to the contractor.

In case the customer owns the responsibility of compliance of BOCW act and deducts the amount from BHEL, the same shall be deducted from the RA bills of the contractor.

In the event of any penalty or other implication due to non compliance of statutory obligation the same shall be on contractor's account"