

# **Special Terms & Conditions of Contract**

## **1.0 Scope of work:**

The Govt. of Afghanistan is constructing the 220 kV D/C Transmission System between Kabul and Phul-e-Khumri including 220/20 kV Sub-station at Doshi and Charikar in Afghanistan. The Govt. of Afghanistan has approached the Govt. of India (GOI) for assistance in implementing the above project. The project shall be funded through a Grant from Ministry of External Affairs (MEA), GOI. Power Grid Corporation of India Limited will assist the Govt. of Afghanistan for establishment of the proposed 220 kV D/C Transmission System. The execution of the work shall be carried out by BHEL on behalf of POWERGRID/ Govt. of Afghanistan for the aforesaid project. The Ownership of the Transmission System shall remain vested with the Govt. of Afghanistan.

The scope of work of this tender shall include execution and handing over of civil works for 220/20 kV Sub-station at Doshi and Charikar in Afghanistan as per Technical Specifications enclosed with the tender. The work is to be performed as per Customer's specifications, approved drawings and Quality Plan issued to you by BHEL.

All materials required for the Civil work (incl Cement & Reinforcement Steel ) all necessary tools tackles ,plant machinery, equipments and man power required for executing the contract shall be arranged by the contractor at his own cost and expense . Nothing shall be arranged and provided by BHEL, whatsoever. **However, the contractor is required to separately indicate in the price bid, the cost of all construction materials to be used in works.**

Before proceeding with the work, the contractor shall fully familiarize himself with the site conditions. The bidders are advised to visit the site, collect all necessary inputs and acquaint themselves with the topography, infrastructure etc.

All equipment and materials required for the execution of this project shall be sourced from India. Accordingly, all sub-vendors / sub-contractors for supply of all items shall be from India. However, the contractor can procure steel, cement and other items like aggregate, windows, doors, tiles, glass, finishing materials, structural steel (light sections), sanitary fittings and fixture, hardware, paints, PVC pipes etc. from country (ies) other than India of cumulative value up to Rs. 150 million only for the subject package. For services to be performed in Afghanistan or en-route countries, the sub-vendors / sub-contractors shall be either from India or Afghanistan

## **2.0 PVC clause:**

No price escalation is admissible under this contract, whatsoever the reason may be.

## **3.0 Taxes & Duties:**

In view of Physical Export status & funding from GOI taxes & duties i.e. Excise duties, Customs Duties, sales tax, works contract tax, service tax, octroi if applicable in India or Afghanistan/en-route countries are to be borne by BHEL/PGCIL/GOI. Above taxes are not to be considered in your prices.

BHEL/PGCIL will arrange/assist for necessary documents required for availing zero customs duty on import of raw materials/equipments etc. We understand that certain documents like Mafikhatnama etc will be required for goods entering Afghanistan where the site for above package is located. To avoid delay in dispatch of equipment/materials, requisite forms shall be promptly arranged by BHEL/POWERGRID on receipt of your request.

However, the bidders are required to indicate the taxes & duties (if applicable for this work) as per present rates in Afghanistan, India/ enroute countries separately in their technical bid. It may be noted that the taxes & duties indicated by bidders will not be considered for evaluation of bids and your quoted prices should be exclusive of any taxes, duties etc. as explained above.

Any other taxes which is not mentioned above (i.e. Excise duties, custom duties, sales tax, works contract tax, service tax, octroi) but are becomes applicable on above works during its currency will be reimbursed by BHEL to its contractor on back-to back basis, only if received from PGCIL/GOI. BHEL will pass on the claim of contractor to PGCIL/GOI and only if it is agreed/paid by PGCIL/GOI then benefit of the same will be passed on to the contractor. In case claim of contractor is not agreed/ paid by PGCIL/GOI, claim will not be admissible.

## **4.0 Overrun Compensation:**

If the contract is extended beyond the contract period (including grace period) for any reason (including due to extra work/additional quantity) other than those attributable to the contractor or force majeure conditions, the contractor will be compensated by payment of over-run charges at the rate of 0.1 percent (point one percent) of the original awarded contract value per month after the expiry of grace period. The original awarded contract value will be considered firm for calculation purpose of over run compensation.

The over run compensation will be payable for the eligible period of time extension on account of reasons attributable to BHEL only. No over run will be payable for the extension on account of reasons attributable to contractor and/or force majeure conditions.

Over run compensation for the eligible period shall be in proportion to the progress achieved against the plan for respective period.

Part of Extension attributable to the contractor, if any, in total contract extension shall be exhausted first i.e. immediately after end of grace period. This shall be followed by Extension on account of force majeure conditions, if any and lastly on account of BHEL.

The compensation will be payable for the extended eligible period in months and days as applicable.

Any compensation paid to the contractor against over run charges during the eligible extended period of the project will be recovered from the contractor or any payment on this account payable to the contractor will be cancelled if further extension is required due to the reasons attributable to the contractor or situation of risk & cost arises due to failure of the contractor to complete the work.

If the delay is attributable to the contractor LD will be imposed as per the provision in the contract.

The total amount of Overrun Compensation shall be limited to 5% of executed contract value. Executed contract value for this purpose is exclusive of ORC, Supplementary / Additional Items, Extra works executed on manday rates basis.

**Grace period-** The grace period will be one month for every six month (or part there of) of the contract period. The prices quoted by the contractor will remain firm till the contract period plus the grace period including extended period if any.

#### **5.0 Project start date and Completion schedule:**

Project Zero date for this work shall be date of issue of LOI. The work under scope of this work order must be completed within 20 months from the date of issue of LOI.

## **6.0 Idle labour charges:**

No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason any time.

## **7.0 Constructional Power & Water:**

The contractor shall make his own necessary arrangements for construction power at his own cost.

The contractor shall also make his own arrangement for construction water supply at his cost and BHEL shall in no case be responsible for any delay in works because of non-availability of water. The contractor can utilize the borewells for construction works and hand over the same in proper running condition at the time of completion of work.

## **8.0 Valuation of deviations:**

If any extra or additional items, which are not incorporated in the BOQ schedule, have to be executed by the contractor, the rate of such extra or additional work shall be as per the following:

- a) If the items are not covered under price schedule, the rates have to be agreed upon mainly on the basis of prevailing market rates plus 15% towards Contractor's overheads and profit for which all documentary evidences as required by BHEL shall have to be produced by the contractor. Decision of BHEL in such cases shall be final and binding on the contractor.
- b) Under no circumstances the contractor shall suspend the work on the plea of non- settlement of rates falling under the clause or claim any compensation on that account.
- c) BHEL reserves the right to carry out such extra/additional items of work through any other contractor or in such a manner as he considered advisable.
- d) The contractor, on receipt of approval of drawing from BHEL, shall inform BHEL (within 15 days) the rate / rates of item/items for carrying out the extra/additional item of work. This shall be supported by analysis of rates including prevailing market rates.

## **9.0 Jurisdiction of contract:**

The laws applicable to the contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under this contract.

## **10.0 Regulation of local authorities and statutes:**

- 10.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum wages Act, 1948 and the Payment of wages Act (both of the Government of India) or any other local law applicable from time to time and the rules made thereunder in respect of any employee or workman employee or engaged by him or his Sub-Contractor.
- 10.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during execution of the work, shall be to the account of contractor. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

## **11.0 Time – The essence of contract:**

- 11.1 The time and the date of completion of the Contract as stipulated in the Contract by BHEL without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 11.2 The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate of activities covering various key phases of the work within fifteen (15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by BHEL and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with BHEL and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to BHEL. The interface facilities to be provided by BHEL in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.

- 11.3 Based on the above agreed network/ bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

**12.0 Progress reports and Photographs:**

During execution of the contract, the contractor shall furnish monthly progress report to BHEL in a format as specified by BHEL, indicating the progress achieved during the month, and total progress up to the month against scheduled and completion dates in respect of activities covered in programmes/schedules referred to above. If called for by BHEL, Contractor shall also furnish to BHEL resource data in a specified format and time schedule. The Contractor shall also furnish any other information that is necessary to ascertain progress, if called for by BHEL.

The Contractor shall furnish three (3) prints each to the Engineer of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the Engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of work. Each photograph shall contain the date, the name of the contractor and the title of the photograph.

The above photographs shall accompany the monthly progress report detailing-out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

**13.0 Man power report:**

- a. The Contractor shall submit to the Engineer, on the first day of every month, a man hours schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.
- b. The Contractor shall also submit to the Engineer, on the first day of every month, a man-power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.
- c. In the execution of the works, no person other the Contractor or his duly appointed representative, sub- Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

#### **14.0 Employment of labour:**

- 14.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.
- 14.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 14.3 The hours of work on the Site shall be decided by BHEL and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day-Monday through Saturday.
- 14.4 The Contractor's employees shall wear identification badges while on work at Site.
- 14.5 In case BHEL becomes liable to pay wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law which may be applicable locally at the place of work due to act of omission of the Contractor, BHEL may make payment and shall recover the same from the Contractor's bills.

#### **15.0 Facilities to be provided by BHEL:**

##### **Space**

##### **Land for Contractor's Office, Store, Workshop etc.**

- i. The Engineer shall at his discretion and for the duration of execution of the contract make available at site, land for construction of Contractor's field office, workshop, stores, magazines for explosive in isolated locations, assembling yard, etc. required for execution of the contract. Any construction of temporary roads, offices, workshop, etc. as per plan approved by the Engineer shall be done by the contractor at his cost.
- ii. On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The Contractor shall be made liable to pay for the use and occupation at the rates to be determined by the Engineer if the Contractor over stays in the land after the Contract is completed.

**16.0 Facilities to be provided by the contractor:**

**i) Tools, tackles and scaffoldings**

The Contractor shall provide all the construction equipment; tools, tackles and scaffoldings required for the execution of the Contract. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

**ii) First-aid**

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site. Enough number of contractor's personnel's shall be trained in administering first-aid.

**iii) Cleanliness**

- The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed off in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
- Similarly the labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer. Proper sanitary arrangement shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

**17.0 Contractor's area limits:**

The Engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

## **18.0 Foundation dressing & grouting:**

- 18.1 The surfaces of foundation shall be dressed to bring the top surface of the foundation to the required level, prior to placement of equipment/equipment bases on the foundations.
- 18.2 All the equipment bases and structural steel base plates shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.
- 18.3 The concrete foundation surfaces shall be properly prepared by chipping and/or grinding as required to bring the type of such foundation to the required level to provide the necessary roughness for bondage and to ensure enough bearing strength. All laitance and surface film shall be removed and cleaned.

### **18.4 Grouting mix**

The grouting mixture shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent. Sand shall conform to ISI No. 383/2386 or equivalent. The grout proportions for flat bases where the grouting space does not exceed 35 mm shall be 50 kg bag of cement to 75 kg of sand. Only the required quantity of water shall be added so as to make the mix quaky and flowable and the mix shall not show excess water on top when it is being puddled in place. For thicker grout beds upto 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are hollow and are to be filled full of grouting shall be filled to a level of 25 mm above the outside rim with a mortar mix in the volumetric proportion of one part of cement and 1.5 part sand and 1.5 part 6 mm granite gravel. An acceptable plasticizer may be added to the grout mixes in a proportion recommended by the plasticiser's manufacturer. All such grouts shall be thoroughly mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.

### **18.5 Placing of Grout:**

After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to push the grout into every part of the space under the base.

The grout shall be poured either through grout holes provided or shall be poured at one side or at two adjacent sides giving it a pressure head to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases.

**18.6 Finishing of the Edges of the grout:**

The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout, which extends beyond the edges of the structural or equipment base plates shall be cut off, flushed and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

**18.7 Checking of equipment after grouting:**

After the grout is set and cured, the Contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearings, pedestals, centering of rotors with respect to their sealing bores, couplings etc. as applicable and the like items to ensure that no displacement has taken place during grouting. The values recorded prior to grouting shall be used during such post grouting checkup and verification. Such pre and post grout records of alignment details shall be maintained by the Contractor in a manner acceptable to the Engineer.

**19.0 Detailed Billing Break-up**

Detailed BBU for purpose of release of payments, to be submitted by contractor for approval of BHEL after award of contract.

**Above are the special terms and conditions of the contract. However, all other terms and conditions mentioned in our Tender Specification are applicable.**