

PROJECT: 2 X V94.2 WMGTPP EXTN. LIBYA

VOLUME –IV-B:

“SPECIAL CONDITONS OF CONTRACT

FOR VENDOR SUPERVISION”

**(SUPERVISION OF ERECTION &
COMMISSIONING)**

VOLUME IV-B

BHARAT HEAVY ELECTRICALS LIMITED POWER SECTOR-NORTHERN REGION NOIDA

SPECIAL CONDITIONS OF CONTRACT FOR VENDOR SUPERVISION FOR

Fire Protection System **PACKAGE**

WESTERN MOUNTAIN GAS TURBINE EXTENSION PROJECT , LIBYA

1. Representatives to abide by Local Govt. statutory regulations and inform themselves of local state requirements.
2. Representatives to co-operate with other agencies at site and coordinate in association with BHEL and customer engineers at site.
3. Representatives to follow the Health, Safety and Environment (HSE) regulations in force at project.
4. Representative to move to site within 2 weeks advance notice. Name / Passport details with passport validity of at least 1 year from the date of PO / LOI & Arabic Translation of Passport details on passport to be identified in advance and request moved for invitation letter from GECOL, LIBYA (CUSTOMER) well in advance. Visa grant from LIBYAN Embassy may take 2 - 4 weeks time.
5. All visa fees / medical / Vaccination fees to be borne by vendor. However, BHEL shall guide / assist vendor to obtain respective travel visa. In case of Airport visa the visa fee (amount will be informed by BHEL before travel) has to be paid by vendor representative on arrival at Libya Airport in Dollars. For this required amount in foreign Currency to be carried by vendor's representative.

6. Working hours: to work under local site applicable requirements. No over time payable.
7. Taxes / duties / fees : All taxes duties / fees applicable are to be borne by vendor.
8. Medical : Vendor to arrange for medical / travel insurance coverage for their representative. In case of extension of stay vendor has to arrange for renewal / extension of medical insurance before expiry of its validity. First aid medical facilities at Libya Project site shall be extended.
9. Deployment Schedule: Deployment need to be planned in phased manner depending upon the progress of works at Libya site. Further review meetings shall be held at site to discuss work progress and deployment programme.
10. Personnel deputed to site shall be an expert in their field and will be responsible for direct supervision / execution of field activities. Should be able to interact with parent division at their HQ for Trouble shooting operations / Engineering Clarifications etc.
11. Expert traveling to Libya shall carry complete set of field Engineering Documentations / Operating Instructions / software / list of commissioning. Spares and contingency commissioning Spares as envisaged by vendor.
12. Supervision of Erection / Commissioning / Testing for equipments as per supplies. PO / Phase I & II to be read along with PEM's GCC & SCC in particular context of defect liability / warranty obligation shall prevail.
13. Visits as indicated shall be required for deputation. Expert to complete assignment for each phase / visit as per BHEL requirement. In case of site non readiness / mutual agreement with Site Manager / BHEL the deputation programme shall be mutually discussed and agreed upon.
14. Vendor to indicate their check list with detailed activity network with recommended manpower along with general tool and plants needed for site readiness for deputation of their personnel.
15. Project Management meetings shall take place at BHEL, PSNR Office before start of deputation and during course of execution (as per requirement). Responsible representatives from Vendor shall attend these meetings on BHEL's call.

16. Protocols for erection / commissioning operation shall be signed by vendor's representative at Libya site.
17. Vendor's representative shall be under the administrative control of Site Manager / BHEL, Libya site.
18. Vendor representative at site shall co-ordinate for their materials availability at site / report shortages / discretion of material and associate himself for coordination/ compressing of erection / commissioning Schedule.
19. All out efforts are to be made by both parties to complete site works within the most reasonable time / earliest possible.
20. Payment shall be made for visit of vendor representative as per the time count start from Indian Airport, return to Indian airport with site time sheets verification by Site Manager / BHEL and satisfactory completion of works at site.
21. Payment shall be released by BHEL on monthly basis / invoices raised by vendor to BHEL / PSNR Noida with certified time sheets. All payments will be in Indian Rupee only.
22. Field quality plans for system erection / commissioning Activities shall be submitted to BHEL for approval.
23. **Trouble shooting requirements, if any, attributable to vendor supplies shall be attended free of cost on defect liability account. However, trouble shooting required on BHEL's call for defects attributable to BHEL shall be attended by vendor on subject terms and conditions.**
24. The above services shall also be provided for PG testing activity of the subject package (as per requirement) and special instruments / material required for PG testing to be carried by vendor expert to site with duly endorsed papers by customs as applicable so that these can be brought back along with him at the time of return.
25. **Supply of special tools / mandatory spares / commissioning Spares requirements must be ensured by vendor and confirmed before leaving for Libya as per terms of their supply package.**
26. Upon force majeure conditions applicable to BHEL engineers, vendor experts shall be repatriated at BHEL's cost.
27. Payments shall be on pro-rata basis till satisfactory completion of works.

28. All misc. expenses required by vendor's representatives at Libya site are to be borne by vendor representative.
29. Rates quoted to be firm till June 2006.
30. Security deposit / guarantee submitted towards supply of materials shall also be treated as guarantee for supervision work and the subject contract shall remain valid till satisfactory completion of work.
31. i) Expected period of supervision for Fire Protection System package: Thirty (30) days
ii) Expected no. of visits: Two (02) to cover Unit 5,6 (as per requirement)
32. List of facilities which will be extended by BHEL at Libya site is given in annexure.

ANNEXURE

FACILITIES WHICH WILL BE PROVIDED BY BHEL

1. ACCOMMODATION: Shared accommodation at Libya site shall be provided by BHEL at no extra cost to vendor.
2. AIR TICKET/JOURNEY TICKETS COSTS: To and from air tickets (Economy class) shall be provided by BHEL for vendor's representative.
3. LOCAL CONVEYANCE Travel between Libya airport and site and local transport at site shall be provided in line with BHEL Staff at no extra cost to vendor.
4. FOOD: Facilities for food etc. shall be extended to vendor representative (in line with BHEL Engineers) – at no extra cost to vendor. .

SCHEDULE OF RATES

NAME OF PACKAGE: Fire Protection System

UNIT RATE PER MANDAY
(In Indian Rupees)

SUPERVISION RATES:

(In line with detailed specifications
Provided in special conditions of contract
for vendor supervision for the subject
package).

TOTAL CHARGES FOR Thirty (30) DAYS