BHARAT HEAVY ELECTRICALS LIMITED POWER SECTOR: NORTHERN REGION NOIDA

SPECIAL CONDITIONS OF CONTRACT FOR VENDOR SUPERVISION FOR

-----PACKAGE

PROJET 4 X 125 MW, KOSTI THERMAL POWER PROJECT - SUDAN

- 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's 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. Names/Passport details with passport validity of at least 1 year to be identified in advance and request moved for invitation letter from NATIONAL ELECTRICITY CORPORATION, KHARTOUM, SUDAN (CUSTOMER) well in advance. Visa grant from SUDANESE embassy may take 2-4 weeks time
- 5. All visa fees / Medical fees to be borne by vendor. However, BHEL shall guide / assist vendor to obtain respective travel visa.
- 6. Working Hours: To work under local site applicable requirements. No over time payable.
- 7. Taxes / Duties / Fees: All taxes duties / fees as applicable are to be borne by vendor. All applicable taxes, which are required to be deposited by BHEL on behalf of the vendor, shall be recovered from each of their payable bill.
- 8. Medical: Vendor to arrange for medical insurance coverage for their representative. First aid medical facilities as available at Kosti TPP site Sudan shall be extended.
- Deployment Schedule: Deployment need to be planned in phased manner depending upon the progress of works at Kosti TPP 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/responsible for direct supervision/execution of field activities. They should be able to interact with their parent division at their HQ for Trouble shooting operations / Engg. Clarifications etc.
- 11. Expert Travelling to Sudan shall carry complete set of field engineering Documentation / list of commissioning spares and contingency commissioning spares as envisaged by Vendor.

- 12. The contract of "Supervision of Erection / Commissioning / Testing for equipments" to be read along with PEM's GCC & SCC for supplies Purchase Order in particular context of defect liability / warranty obligation, which shall prevail.
- 13. Visits as indicated shall be required for deputation. Expert to complete assignment for each phase / visit as per BHEL's 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 Kosti TPP, Sudan.
- 17. Vendor's representative shall be under the administrative control of Site Manager / BHEL Kosti TPP, Sudan.
- 18. Vendor representative at site shall co-ordinate for their materials availability at site / report shortage / discrepancies of materials 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 Kosti TPP Site for actual member of mandays utilized and satisfactory completion of works at site.
- 21. Payment shall be released by BHEL on monthly basis against invoices raised by vendor to BHEL, PSNR, Noida with certified time sheets. All payments will be in Indian Rupees (INR) only.
- 22. Field quality plans for system erection and commissioning activities shall be submitted to BHEL for approval immediately on receipt of order.
- 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 for testing to be carried by vendor expert to site and can be brought back upon return.
 - 25. Supply of special tools / mandatory spares / commissioning spares requirements must be ensured by vendor as per terms of their supply package.

- 26. Under force majeure conditions applicable to BHEL engineers, vendor's 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 representative at Sudan are to be borne by vendor's representative.
- 29. Rates quoted/agreed shall remain firm till the completion of the contract.
- 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-----package shall be for ------ days.
 - ii) Expected no. of visits: to cover each of Unit No. 1, 2, 3 & 4.
- 32. List of facilities which will be extended by BHEL at Kosti TPP site is given in Annexure.

ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT FOR VENDOR SUPERVISION

PROJECT: 4X125 MW

FACILITIES WHICH WILL BE PROVIDED BY BHEL

1. ACCOMMODATION Shared accommodation at Kosti TPP,

Sudan shall be provided

by BHEL at no extrate of the

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2. FOOD Facilities for food etc. shall be

Extended to vendor's representative(in

line with BHEL's

Engineers) at no extra cost.

3. AIR TICKET/JOURNEY Expenses for travel between India

(Delhi/Mumbai or Chennai)

TICKET COSTS and Sudan site shall be borne by

BHEL.

4. LOCAL CONVEYANCE Local conveyance at site shall be

Provided by BHEL to the vendor's Representatives in line with BHEL

engineers.

5. STORAGE Storage with adequate space to keep

drawings/documents and tools & tackles

shall be provided at site.

6. SPECIAL TOOLS Special tools provided with the

equipment to be installed shall be made available to the vendor's representative.