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**VOLUME - I :: SECTION - V**

**SPECIAL CONDITIONS OF CONTRACT ( S C C )**

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**Note:-**

In this Tender document, wherever Bidder/contractor is mentioned may understand as "Transmission line Bidder/contractor" and wherever Customer/ Purchaser is mentioned "M/s TSTRANSCO may be considered.

In Post award stage, In case of any dispute on any terms & Conditions of M/s TSTRANSCO & BHEL's tender documents, the decision of BHEL shall be final and binding to the bidders.

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**SECTION - V  
SPECIAL CONDITIONS OF CONTRACT (SCC)**

**1.0 GENERAL:**

The following Special Conditions of Contract shall supplement the General Conditions of Contract.

**Whenever there is a conflict, the provisions stringent shall prevail over those in the General Conditions of Contract.** The corresponding clause number of the General Conditions is indicated in parentheses.

**2.0 DEFINITIONS (CLAUSE 1 of GCC):**

- (a) The Purchaser is : **M/s TSTRANSCO.**
- (b) Name of Supplier is : (Successful Bidder)

**3.0 COUNTRY OF ORIGIN : Country of origin shall be **INDIA (Cl.1.2 ITB) & (Cl.3.0 of GCC)****

**4.0 DELIVERY AND DOCUMENTS: (CLAUSE 9 of GCC)**

- i) Six copies of the Supplier's invoice showing Goods, description, quantity, unit price, total amount, P.O. No.;
- ii) Six copies of the packing list.
- iii) Six copies of delivery note/railway receipt/truck receipt;
- iv) Manufacturer's/Supplier's guarantee certificate;
- v) Inspection certificate issued by the nominated inspection agency and the Supplier's factory inspection report along with clearances for despatch issued by the Purchaser (3 copies);
- vi) Quantity so far supplied including the present package.
- vii) Insurance Certificate.

**5.0 INSURANCE: (As per Clause 10 of GCC)**

**6.0 Incidental Services : (CLAUSE 12 of GCC)**

The cost shall be included in the quoted price.

**7.0 Terms of Payment : (As per clause 15 of GCC)**

**8.0 Resolution of Disputes: (Clause 27 of GCC)**

- 8.1 The dispute resolution mechanism to be applied pursuant to Clause 27 of General Conditions for Contract shall be as follows:

In the case of dispute between the Purchaser and the Contractor the dispute shall be referred to

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adjudication/arbitration in accordance with the "Indian Arbitration and Reconciliation Act 1956" or any statutory modification thereof.

- 8.2** If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier/ contractor in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/ contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute of difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause will be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Materials / equipment under the Contract.

- 8.3** Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:

- a) In the case of a dispute or difference arising between the Purchaser and a Supplier/ **contractor** relating to any matter arising out of or connected with this agreement, such dispute or difference will be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal will consist of three Arbitrators one each to be appointed by the Purchaser and the supplier/ **contractor** the Third Arbitrator will be chosen by the two Arbitrators so appointed by the parties and will act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator will be appointed by The Institution of Engineers (India).
- b) If one of the Parties fails to appoint its Arbitrator in pursuance of Sub-Clause (a) within 30 days after receipt of the notice of the appointment of its Arbitrator by The Institution of Engineers (India), will appoint the Arbitrator. A certified copy of the order of the Institution of Engineers (India), making such an appointment will be furnished to each to the parties.
- c) Arbitration Proceedings will be held at Purchaser's Headquarters, and the language of the Arbitration Proceedings and that of all documents and communication between the parties will be English.

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- d) The decision of the majority of Arbitrators will be final and binding upon both parties. The cost and expenses of Arbitration Proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf will be borne by each party itself.
- e) Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely The Institution of Engineers (India).

**8.4** Notwithstanding any reference to arbitration herein,

- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser will pay the Supplier any monies due the Supplier / contractor.

**9.0 Notices : (Clause 30 of GCC)**

For the purpose of all notices, the following shall be the address of the Purchaser and

**Purchaser : AGM (TBSM), BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP, Sector-62, Noida, Distt. Gautambudh  
Nagar, UP-201309 10TH Floor,  
Plot no.:- C-20, 1A/1, Joy towers, C Block, Phase 2, Industrial Area  
Sector-62, Noida, Distt. Gautambudh Nagar, UP-201309**

Supplier/Contractor.

Supplier: (To be filled in at the time of signing the Contract).

**10.0 CONTRACT DOCUMENTS:**

10.1 The term contract documents shall mean and include the following which shall be deemed to form to an integral part of the contract:

- a) Invitation to Bid, Instructions to Bidders, Contract Agreement, General Terms and Conditions of Contract, Tender Schedule and all other documents.
- b) Specifications of the Goods to be furnished and to be erected by the contractor.

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- c) Contractor's Bid proposal including the letters of clarifications thereto between the Contractor and Purchaser prior to the Award of Contract.
- d) All the materials, literature, data and information of any sort given by the Contractor pertaining to the Goods offered by him along with his Bid, subject to the approval of the Purchaser;
- e) Any agreed variation between the Purchaser and the Contractor to the conditions of the documents and specifications and special terms and conditions of contract, if any.
- f) Contract agreement inclusive of notification of acceptance and purchase order issued by purchaser.

10.2 In the event of any conflict between the above mentioned documents, the matter shall be referred to the Purchaser whose decision shall be the final and binding upon the parties.

The metric system of measurement shall be exclusively used under this 'Contract'.

**10.0 CONTRACT AGREEMENT (Refer Section – III : ITB)****12.0 TIME AND THE ESSENCE OF CONTRACT:**

- 12.1 The time and the date of completion of the works as stipulated in the Contractor's proposal and accepted by the Purchaser without or with modifications, if any, and so incorporated in the Award letter, shall be deemed to be the essence of the contract. The Contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to.
- 12.2 The Contractor shall submit a detailed PERT network within the time frame and shall discuss the network so submitted with the Engineer. The agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions shall form part of the Contract to be signed within thirty (30) days from the date of Notice of Award of Contract. 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.
- 12.3 The above PERT network shall be reviewed and periodical review reports shall be submitted by the Contractor as directed by the Engineer.

**13.0 DEMURRAGES, WHARFAGES, ETC.:**

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- 13.1 All demurrages, wharfages and other expenses incurred due to delayed clearance of the material or any other reason for delay in observing the formalities set out elsewhere in this document shall be to the account of the Contractor.

**14.0 TROPICAL SERVICEABILITY:**

- 14.1 All goods shall be suitably and wherever necessary treated and processed for delivery, storage and use under tropical conditions including high temperature, high humidity, mild dew & fungus conducive environment. All important component parts shall be specially protected with a protective coating and other measures to ensure prevention of rusting of the Goods surfaces during storage of the Goods prior to erection. Any special instructions for inspection and maintenance of such vital parts during storage deemed necessary by the Contractor to ensure the protection of such parts shall be supplied well in advance of the supply of such vulnerable parts. An approved drying agent such as silica gel shall be packed in containers or packages holding parts which should not be adversely affected by moisture or excessive humidity.