

**POWER GRID CORPORATION OF INDIA LTD
(A GOVT OF INDIA ENTERPRISE)**

BIDDING DOCUMENTS

General Conditions of the Contract (GCC)

FOR

**PRINTING OF POWERGRID ANNUAL REPORT & OTHER
RELATED ITEMS FOR THE FY 2018-19**

Specification No: CC/MM/Annual Report/449/2019



पावर ग्रिड कार्पोरेशन आफ इन्डिया लिमिटेड
(भारत सरकार का उद्यम)
Power Grid Corporation of India Limited
(A Government of India Enterprises)

(These documents are meant for the exclusive purpose of bidding against this Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

General Conditions of Contract (GCC)

1.0 DEFINITION OF TERMS

- 1.1 'POWERGRID'/Employer"/'Corporation' shall mean the POWER GRID CORPORATION OF INDIA LTD., New Delhi having its registered office as B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 and shall include their legal representatives, successors and permitted assigns.
- 1.2 "Arbitrator" means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to GCC Sub-Clause 21.0 (Arbitration) hereof.
- 1.3 "Contract Documents" shall mean this Bidding Document containing Instructions to Bidders, General Terms and Conditions of Contract, Minutes of clarifications to the extent they have been accepted by POWERGRID prior to the Award of Contract.
- 1.4 The 'Contract' shall mean the notice inviting the tender and acceptance thereof and the formal agreement, if any, executed between the POWER GRID CORPORATION OF INDIA LTD. and the Bidder together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, schedule of quantities with rates and amounts.
- 1.5 "Contractor/Agency" means the firms whose bid to perform the Contract has been accepted by the Employer and is named in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.6 'Notification of Award/Letter of Award' shall mean the official notice issued by the POWERGRID notifying that his proposal has been accepted.
- 1.7 "Engineer-in-Charge" shall mean the Engineer/Officer/Administrative Officer appointed by the Corporation or his duly "authorized representative who shall direct, supervise and be in-charge of the works for purpose of this contract.
- 1.8 A 'Day' shall mean a day of 24 hours from mid night to midnight irrespective of the number of hours worked in that day.
- 1.9 "Defect Liability Period" means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, if any, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 10 (Defect Liability) hereof.
- 1.10 "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

- 1.11 “Plant and Equipment” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor, but does not include Contractor’s Equipment.
- 1.12 “Taking Over” means the Employer’s written acceptance of the Facilities under the Contract, after successful Trial – Operation for the specified period in accordance with the Contract.

2.0 **CONTRACT**

The Contract to be entered into with the successful Bidder shall be a single contract covering total scope of work of subject.

3.0 **Duration of Contract/ Time for Completion**

3.1 **Time for Completion is the essence of Contract.** The Bidder shall include in his Bid, a programme for furnishing the Annual Reports and other related items under this package. The programme shall be in the form of master network identifying key phases in various areas like design, dispatch of Annual Reports etc. indicating restraints and interface activities to be arranged by the Owner. The activities are to be planned in such a manner so that the Printed Annual Reports along with other related items are received as follows:

- a) The Shareholders version of “Annual Report and other related items & AGM Notice Booklet, Attendance slip with envelopes” should be printed and delivered at the designated mailer’s premise in full latest by 23 days before Annual General Meeting (AGM). Tentative date of AGM is **23rd August, 2019.**
- b) Delivery of CMD’s AGM speech-English & Hindi (complete in all respect) at POWERGID office at Gurgaon: **latest by 7 days before AGM.**
- c) Delivery of Deluxe version (English & Hindi) of Annual report and Annual Report of Subsidiaries (complete in all respect) at POWERGID office at Gurgaon: **latest by 1 month after AGM.**

The final date of work completion schedule shall however, be regulated as per actual date of AGM.

- 3.2 The destination addresses, the quantities to be delivered at each address and the sequence of dispatch will be intimated to the successful Bidder(s). After the award of contract, the Contractor shall plan the sequence of printing to meet the Owner's completion dates stated above and shall ensure that all printing, proof reading and dispatch of Annual Reports is in accordance with the required schedule.
- 3.3 Within one week of issuance of the Notification of Award, the Contractor shall submit, for review and approval, a detailed network schedule to the Owner showing the logic and duration of activities in the following areas.

- a) Detailed design and other activities.
- b) Inputs required from the Owner for smooth and timely execution of the Contract.
- c) Major data/information to be submitted by the Contractor for activities to be done by Owner based on details finalized.

After approval of the network schedule, the Contractor shall submit one reproducible with sufficient numbers of prints as desired by Owner for the detailed network.

- 3.4 Any demurrage and other expenses incurred after the Annual Reports reaches destination site, due to delayed furnishing of dispatch documents, delayed clearance or any other reasons attributable to the Contractor shall be to the account of the Contractor.

4.0 **CONTRACT PRICE**

- 4.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) to the NOA.

- 4.2 The Contract Price shall be subject to adjustment in accordance with the provisions of Appendix 2 (Price Adjustment) to the NOA.

5.0 **TERMS OF PAYMENT**

- 5.1 The Contract Price shall be paid as specified in the corresponding Appendix - 1 (*Terms and Procedures of Payment*) to the NOA. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix.

5.2 **Mode of Payment**

- 5.2.1 Payments shall be made promptly by the Employer within thirty (30) days of receipt of Contractor's invoice, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any to the satisfaction of Officer-in-charge.
- 5.2.2 All payments to be made directly to the Contractor under the contract shall be made by POWERGRID through electronic payment mechanism (e-payment).

6.0 **CONTRACT PERFORMANCE GUARANTEE (CPG)**

- 6.1 The Contractor shall, within fifteen (15) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to **Ten percent (10%) of the Contract Price**, with a validity of (6) six

months from the date of award of NOA. If required, the same shall be extended by the Contractor until all bills are settled under the Contract.

6.2 The performance security shall, at the contractor’s option, be in the form of a **crossed bank draft/pay order/banker certified cheque** in favour of Employer **or** in the form of **unconditional Bank Guarantee** (*Refer Form-2 of Section FORM*) from:

- (a) a Public Sector Bank located in India or
- (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) as per attached list only [List is placed at **Appendix-1 to GCC**], or
- (c) any foreign Bank or subsidiary of a foreign Bank, acceptable to the Employer, with overall international corporate rating or rating of long term debt not less than A – (A minus) or equivalent by reputed rating agency . Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per the attached list only [List is placed at *Appendix 1 to GCC*].

Alternatively, if performance security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website www.powergridindia.com. While making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:

Payment Category	Performance Security
Sub-category	Performance Security Payment–CC
Name of Depositor	Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.
Vendor Code, if applicable	POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing
Payment Remarks	Performance Security for [enter the name of the contract and last four digits of the CA number]

The copy of ‘Online Payment Acknowledgement – Suppliers’ generated subsequent to the payment shall be submitted by the Contractor. The online payment facility shall be for payment in Indian Rupees only.

6.2.1 The contractor has the option to submit BG towards Performance Security using SFMS Platform.

The Account details of POWERGRID for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.
State Bank of India, 4 th & 5 th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001	SBIN0017313	10813608670
ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram	ICIC0002451	000705002702

Note: Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform.

In case of Bank Guarantee (towards Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of POWERGRID to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERGRID is PGCIL50948846.

In addition to the above, the Bank Guarantee (towards Performance Security) should be submitted in the Physical form as specified above.

6.2.2 If the Contractor delays submission of the performance security, vis-à-vis the period specified in Clause GCC 6.1 then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable:

- (a) Contractor shall accordingly extend the validity of the Contract Performance Security to be furnished by the period of delay as per over and above the period required as per the Contract.
- (b) Alternatively, if the Contractor fails to extend the validity of the performance security, an amount @prevailing SBI Card Rate applicable for Inland Bank Guarantee +2% per annum on the performance security amount corresponding to the Facilities or any relevant part thereof covered under the said performance security, for the period of delay shall be paid by the Contractor to the Employer. The Employer may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due to the Contractor under the Contract.
- (c) The period of delay for the above purpose shall be the time elapsed between the due date for submission of performance security as per the Contract and the date of performance security.
- (d) In case the Contractor fails to submit the performance security within 90 days of the Notification of Award, the Employer, without prejudice to any other

rights or remedies it may possess under the Contract, may forfeit the bid security and/or may terminate the Contract forthwith.

6.2.3 The above extension of validity of CPG or deduction shall not relieve the Contractor from any of his obligations and liabilities under the Contract.

6.2.4 The Employer shall be sole judge in above regard.

6.3 No interest shall be payable by the Employer on the Performance Security.

6.4 During execution of Contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order/banker certified cheque/**online payment through POWERGRID ONLINE PAYMENT UTILITY**, may opt to furnish the Performance Security in the form of bank Guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing bank, the said amount shall be refunded.

6.5 Alternatively, in place of submission of Contract Performance Guarantee, Bidder may opt for pro-rata deduction at the rate of **10% from the Running Bill of the contractor** as Security Deposit. In this case, the earnest money submitted by the contractor along with the bid/ tender shall be treated as Initial Security Deposit. The deductions shall be continued till the total amount towards Security Deposit reaches **10% of the contract value**.

6.6 The Contract Performance Guarantee is intended to secure the performance of the entire contract.

7.0 **TAXES & DUTIES**

7.1 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Employer.

7.2 Reimbursement of GST by the Employer shall be at the rate applicable on the HSN/SAC of the goods/ services supplied by the Contractor to the Employer. The reimbursement of GST shall be against Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice.

If there is difference in HSN/SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

- 7.3 It is the Employer's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Contractor to the Employer, GST is not payable. The Contractor is, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and Employer shall not reimburse any GST on this account.**
- 7.4 Employer would not bear any liability on account of any other taxes, duties, levies applicable locally.
- 7.5 Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.
- 7.6 The Contractor shall comply with all tax laws in force in India. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, interest, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such tax laws by the Contractor or its personnel, including the Subcontractors and their personnel.
- 7.7 Owner's GSTIN number in each state/UT is published on the Owner's company website <https://www.powergridindia.com>. In case of Supply of Services, the Contractor shall invoice the Owner using the GSTIN of Owner in the state/UT in which the service or part thereof is to be rendered.
- 7.8 Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to the Employer for reasons associated with non-compliance/ incorrect compliance by the Contractor, the Employer shall be entitled to recover such amount from the Contractor by way of adjustment from any of the subsequent invoices submitted by the Contractor to the Employer. In addition to the amount of GST, the Employer shall also be entitled to recover interest and penalty, in case any interest and/or penalty are imposed by the tax authorities on the Employer for incorrect/wrong availment of Input Tax Credit. The Employer shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on the Contractor.

8.0 **ENGINEER -IN-CHARGE:**

In all matters in connection with the Contract, Asst Co. Secy, shall be the Engineer-in-charge. However he may delegate this power to any authorized person.

9.0 **LIQUIDATED DAMAGES:**

The timely completion of the work is the essence of this contract. In the event of Contractor's failure to complete the work within stipulated time, the liquidated damages shall be levied @ ½% of the Contract price **plus GST payable thereon** per week of delay or part thereof and subject to a maximum of 5% of Contract price **plus GST payable thereon**.

10.0 **VOID**

11.0 **INSURANCE**

The Bidder will be responsible for any risk to the material to be supplied before it reaches POWERGRID and Mailers destination as per TS. The Bidder may either take appropriate insurance cover for the same at their own cost or take other appropriate measures for completion of above work.

12.0 **CONTRACTOR'S REPRESENTATIVE**

12.1 Contractor shall nominate his supervisor to whom any writing order or instructions shall be communicated by POWERGRID and such communication shall be deemed to have been communicated to the Contractor at his legal address.

12.2 In case of absence of identified contractor's personnel substitutes will be provided by the Contractor without any additional liability to POWERGRID for performance of the work.

12.3 The Contractor shall indemnify and keep indemnified POWERGRID against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the operation of the contract and against all claims, demands, proceedings, damages, costs charges, and expenses whatsoever in respect of or in relation thereto.

12.4 Contractor or his authorized representative shall be bound to attend all the meetings with POWERGRID at his own cost during the execution of the Contract as directed by POWERGRID as and when required.

12.5 Subletting of Contract shall neither be allowed under any circumstances nor shall any person other than contractor's supervisor be authorized to operate the Contract.

13.0 **OBSERVANCE OF LABOUR LAWS & CONTRACTOR'S LIABILITY**

- 13.1 The Contractor shall strictly comply with all rules/regulations etc. as per the law in force including but not limited, to contract Labour (A&R) Act. Shops & establishment Act. Minimum Wages Act and the payment of wages Act etc. as applicable during the currency of the contract in respect of any employee or workmen employed or engaged by him. The contractor shall also comply with all the rules and regulations of local authorities during performance of field activities. For any violation in this regard, the contractor shall be solely responsible without any liability to POWERGRID.
- 13.2 All registration and statutory fees, if any, in respect of Contractor's work, pursuant to this Contract shall be payable by the Contractor.
- 13.3 The Contractor shall be liable to make payment to all the personnel deployed by him for the execution of the works and shall comply with labour laws pursuant to sub-clause 13.1 above. If POWERGRID is held liable as 'employer' or 'principal employer' to pay compensation/contribution etc. under any Act or Court decision in respect of the employees of the Contractor, then the Contractor shall reimburse the amounts of such compensation/contribution so paid by POWERGRID.
- 13.4 The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. Labour having "**Recognition of Prior Learning (RPL) Certification (under Pradhan Mantri Kaushal Vikas Yojana (PMKVY))**" can also be employed by the Contractor.

The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC & ST persons, that has the necessary skills.

14.0 **DEPLOYMENT OF CONTRACTOR'S PERSONNEL**

Contractor/Agency shall be solely responsible for payment of wages/salaries and allowances to his personnel, including such as might become applicable under any new act or order of Government, POWERGRID shall have no liability whatsoever in this regard.

The payment shall be regulated as per minimum wages of Delhi State Govt. including statutory requirement of Govt. from time to time.

Contractor shall be directly responsible for any /all disputes arising between him and his personnel and keep POWERGRID indemnified against all losses, damages and claims arising thereof.

Within POWERGRID premises, the contractor's personnel shall not do any private Work other than their normal duties. The personnel engaged by the contractor shall

be subject to security check by the POWERGRID security staff while entering/leaving the premises.

15.0 CONTRACTOR'S DEFAULT

15.1 In case, the Contractor neglect to execute the works with due diligence or refuse or neglect to comply with any reasonable written orders issued to him in writing by the POWERGRID in connection with the works or shall contravene the provisions of the Contract, POWERGRID shall give notice in writing to the Contractor to make good the failure, neglect or contravention complained off. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then in such case the POWERGRID shall be at liberty to employ other agency and forthwith execute such part of the works as the Contractor may have neglected to do. In such an event, any additional cost incurred by POWERGRID due to appointment of any such other agency/ personnel shall be recovered from Contractor either from any balance due to Contractor or by other means including encashment of Contract Performance Guarantee.

15.2 In case the Contractor is held responsible by any authorities of the Central/State/Local Govt. or any legal/statutory authority for non-payment or less payment of wages by Contractor or other benefits as per the Minimum Wage Act or any other Act applicable under the contract to the deployed personnel for execution of the work or non-payment of dues to the concerned statutory authorities then the same shall also be deemed as breach of contract.

In such case, POWERGRID shall have right to recover/deduct such amount from the Contractor and/or terminate the Contract.

16.0 TERMINATION OF CONTRACT & PAYMENT THEREOF

16.1 If at any time the contractor/agency makes any default in proceeding the work with due diligence and continue to do so even after the notice in writing or commit any default in complying any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-Charge, POWERGRID may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation, by written notice, terminate the contract as a whole or part of the Contract.

16.2 Notwithstanding anything contained above POWERGRID reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days' notice without assigning any reason and without any financial consideration/implication.

16.3 If the contract is terminated as aforesaid, the contractor shall be paid by POWERGRID for the works executed and accepted by the POWERGRID prior to the

date of termination at the rates and price provided in the contract. In the event of any dispute in regard to portion of the payment to be made, the decision of POWERGRID shall be final.

17.0 **RISK AND COST:**

In the event of Contractor's failure to complete the scope of work as per stipulated contract duration period, POWERGRID reserves the right to get the job done from any other source at Contractor's risk and cost. Further, non-compliance to specification, acceptable quality and delivery requirements may lead to cancellation of the Contract giving 15 days notice.

18.0 **QUANTITY VARIATION:**

During the execution of the contract, the Owner reserves the right to increase or decrease the quantities upto (**±20%**) of shareholders' version of Annual Report, Poly Envelope, Pre Gummed Address level, AGM Notice, Attendance slips and Envelop (with window) under the contract but without any change in their unit prices and other terms and conditions.

There could be a similar variation in the number of pages in the shareholders' version, the deluxe version, CMD's speech as well as in the Annual Report of the Subsidiaries. However, such variations shall be limited to plus or minus twenty percent (**±20%**) of their respective total quantities. Variation in quantity and no of pages shall only be with the instruction of the Officer-in Charge.

19.0 **PATENT RIGHTS**

Royalties and fees for patents covering material/equipment/component or process used in executing the work shall be to the account of the contractor. The contractor shall satisfy all demands that may be made any time for such royalties and fees and shall alone be responsible for all damages, infringement and shall keep the Owner indemnified in that regard. In the event, any equipment / materials or part thereof is involved in any suit or other proceedings held to constitute infringements, and its use is enjoined, the Contractor, shall at his own expense, either procure for the Owner the right to continue the use of such equipment/material or replace it with a non-infringing material / equipment / component / or modify it so that it becomes non-infringing.

20.0 **EFFECT AND JURISDICTION OF CONTRACT**

20.1 The contract shall be considered as having come into force from the date of the issue of Award of Contract.

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

21.0 **ARBITRATION AND LAWS**

- 21.1 All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
- 21.2 The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore.

Sole Arbitration

The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:

Sl no:	Claim amount	Work Experience/ Qualifications
1	< Rs. 10 Crore	Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Distt Judges/ High Court Judges.
2	Rs.10 Crore- Rs.25 Crore	Sole arbitrator- Retired High Court/Supreme Court Judges

- (a) In case of invocation of arbitration by POWERGRID, POWERGRID shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator", which will be confirmed by POWERGRID and matter will be referred to such appointed Arbitrator for further arbitration proceedings.
- (b) In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID's website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Three member arbitral tribunal

The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with

the Indian Arbitration & conciliation Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration & conciliation Act.

- 21.3 The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties.

In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID whereas in case of the three member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

- 21.4 The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.

- 21.5 The decision of **the sole arbitrator/ the majority of the arbitrators, as the case may be**, shall be final and binding upon the parties. In the event of any of the **sole arbitrator/ any of the aforesaid arbitrators** dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the **parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator**.

- 21.6 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

22.0 **SOCIAL ACCOUNTABILITY - 8000 COMPLIANCE**

The Contractor shall comply with all the requirements of SA 8000:2001, as listed below and maintain appropriate records in support thereof and produce for inspection by POWERGRID representatives as and when called for.

- a. Child Labour: The Contractor shall not engage or support the use of child labour (person below the age of 14 years) in carrying out any work awarded by POWERGRID. The Contractor shall also not expose children (persons below the age of 14 years) or young workers (persons below 18 years) to situations in or out side of the work place that are hazardous, unsafe and unhealthy.

- b. Forced Labour: The Contractor shall not engage or support the use of forced labour, nor shall personnel be required to lodge "deposits" or identity papers upon commencement of employment with the Contractor.
- c. Health & Safety: The Contractor shall take requisite steps to prevent accidents and injury to health of its workmen, arising out of, associated with or occurring in the course of work, by minimizing the causes of hazards inherent in the working environment. All the Personnel Protective Equipments required as per the nature of activity such as Safety Helmets, Safety Belts, appropriate Gloves, etc., shall be issued to all their workmen.
- d. Discrimination: The Contractor shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, caste, national origin, religion, disability, gender, sexual orientation, union membership, political affiliation, or age.
- e. Discipline: The Contractor shall not engage in or support the use of corporal punishment, mental or physical coercion and verbal abuse.
- f. Working Hours: The Contractor shall comply with applicable laws and industry standards on working hours. The normal workweek shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven-day period. All overtime work shall be reimbursed at a premium rate and under no circumstances shall exceed 12 hours per employee per week.
- g. Remuneration: The Contractor shall ensure that wages paid for a standard working week shall always meet at least legal or industry minimum standards.

23.0 **PROGRESS REPORT**

During execution of the Contract/Printing, the Contractor shall furnish weekly progress reports to the Owner in a format as specified by the Owner indicating the progress achieved during the week and total progress up to the week against scheduled and anticipated completion dates in respect of activities covered in programmes/schedules referred to above. If called for by the Owner, the Contractor shall also furnish to the Owner resources 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 the Owner.

24.0 **PENALTY FOR POOR PRINTING QUALITY:**

During execution of contract, if any deviation in quality of paper, printing & designing etc. from Technical specifications is noticed/found in the Annual Report and other related material, the recovery on this account will be made upto 20% of the total award value from the Contractor by POWERGRID through a committee approved by competent authority.

LIST OF ELIGIBLE SCHEDULED COMMERCIAL PRIVATE INDIAN BANKS

Sl. No.	Bank Name
1	Development Credit Bank Limited
2	Federal Bank Limited
3	HDFC Bank Limited
4	IndusInd Bank Limited
5	ING Vysya Bank Limited
6	Karnatka Bank Limited
7	KarurVysya Bank Limited
8	Kotak Mahindra Bank Limited
9	Ratnakar Bank Limited
10	South Indian Bank Limited
11	Axis Bank Limited
12	Yes Bank Limited
13	ICICI Bank Limited