Safety Provisions for Regional/Site award packages

I. The Contractor shall be responsible for the safety during all activities at the Site.

II. The Contractor shall:

a. comply with all applicable safety regulations and Laws;

b. comply with all applicable safety obligations specified in the Contract;

c. ensure proper safety of all workmen, materials, plant and equipment belonging to him/subcontractor working at Site or entitled to be on the Site or other places, if any, where the works are being executed. The Sub-Contractor's workmen / employees shall also be considered as the Contractor's employees/ workmen. Contractor shall be responsible for safety of all employees/workmen belonging to him or his subcontractor.

III. All equipment (machineries/ lifting T&Ps/ wire sling/ polypropylene ropes etc.) shall be strictly operated/ used and maintained by the Contractor in accordance with manufacturer's Operation Manual / safety instructions and as per guidelines / rules of Employer in this regard.

IV. The Contractor shall not make any connection / change in any electrical equipment belonging to the Employer or other Contractors without prior written permission of Engineer-in-charge.

V. The equipment must be declared safe by the Engineer-in-charge and a permit to work/ permission shall be issued by the Engineer-in-charge before any work. No work shall be carried out on any live equipment.

VI. The Contractor shall deploy fulltime Supervisor or Safety Supervisor/Steward (if deployed workmen are more than 10 at a site). He shall brief to each worker daily before start of work about safety requirement and precautions to be taken against the imminent dangers (Daily Safety pep-talk).

In-case of manpower deployed at a site is less than 10 then Agency will nominate senior most experienced worker as gang leader/steward for above works.

VII. In case of any accident-

a. The Contractor shall promptly inform to the Engineer-in-charge and also to all the authorities envisaged under the applicable laws.

b. The Contractor shall ensure that the affected person(s) must be administered first-aid and all efforts made to immediately shift to nearby hospital or any other such place for medical treatment. Contractor shall bear all medical expenditure for treatment of accident victim.

VIII. POWERGRID's Engineer-in-charge or his deputed representative shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment.

IX. It is mandatory for the Contractor to observe the following during the execution of the works:

a. Safety induction training (02-days training for skilled/semi-skilled & 01-day training for unskilled) shall be provided by the Agency to the staff/ gang.
b. Contractor shall procure (if required) sufficient quantity of Earthing equipment / Earthing devices complying with requirements of relevant IEC standards and to the satisfaction of POWERGRID Engineer In-Charge.
c. The Contractor shall provide standard personal protective equipments (helmet, electrical safety shoe, gloves, goggles, safety harness, fall arrestors, reflective jackets) and sufficient quantity of tools to all employees and workmen as per the need or as may be directed by the Engineer-in-charge.
d. Contractor shall provide communication facilities as per requirement i.e. Walky - Talkie /mega-phones /mobile phone, display of flags /whistles for easy communication among workers during the activity.
e. The gang leader / supervisor staff present at ground should have constant vigil on the workers working at height to alert them. Workers working at height should not be allowed use of mobile phone.
f. Labour camps shall be provided to the workers wherever necessary. Camps shall be adequately lighted, ventilated, maintained in a clean and sanitary condition with proper toilet facility.
g. First-aid box should be available at site.

X. The Contractor shall provide safe working conditions to all workmen and potable / safe drinking water for workers at site / at camp with required hygiene and sanitation.

XI The Contractor shall submit the following documents to the Engineer In- Charge before deployment of man power (or) before start of work:

a. Safe work procedure for each activity to be prepared by Agency and to be submitted to Engineer in-charge.
b. Safety Policy/ Safety Document of the Contractor's company.
c. Contractor shall also submit list of identified emergency facilities available at nearby site.
d. Health checkup of all workers from competent agencies/ departments before deployment at site.
e. Documentary evidences in regard to compliance to various statutory requirements i.e. License's (Labor license, electrical license, explosive etc.), certificates & registration's (BOCW), Insurance (WC policy/ ESIC, public liability etc.)

XII. In case of accidents, the following methodology will be adopted:

a. In case of first fatal accident at the site (or adjacent thereto) of bidder during financial year, bids submitted by such bidder shall be considered non-responsive for all regional / site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 06 months reckoned from the date of the first fatal accident.

b. Subsequent to bidder's involvement in two cumulative fatal accidents during any financial year, bids submitted by such bidder shall be considered non-responsive for all regional / site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 01-year reckoned from the date of the second fatal accident (or) 18 months from the date of first fatal accident, whichever is later.

c. For every subsequent fatal accident in same financial year bids shall be considered non responsive in the manner as above for additional 12-month period. This period shall however, in sequence to and shall commence after expiry of non-responsiveness period on account of earlier accidents.

d. Non-responsiveness period shall be irrespective of financial years and shall be in sequence to expiry of earlier non-responsiveness period.

XIII. Notwithstanding above, if the original contract price is above ₹1 crore, the Contractor shall also be responsible for payment of a sum as indicated below to be deposited in the "Safety Corpus Fund"'.

a.	Upon 1st accident causing fatal/ accident causing 25% or more permanent disablement.	1% of the Contract price, as awarded.
b.	Upon 2nd accident causing fatal/ accident causing 25% or more permanent disablement.	2% of the Contract price, as awarded.
c.	Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2nd accident	3% of the Contract price, as awarded.

For the purpose of recovery under this clause, the count of accident shall be package wise. The amount deposited in Safety Corpus fund shall be utilized for general safety awareness for contract workers across POWERGRID (owned as well as consultancy). GST, if any, applicable on recoveries as mentioned in this clause, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.

XIV. Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.