SAFETY PACT

Between

Power Grid Corporation of India Limited
having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016

hereinafter referred to as

"POWERGRID"
and

_____

[Insert the name of the Sole Bidder / Lead Partner of Joint Venture]

having its Registered Office at _____

[Insert full Address]

_____

and

_____

[Insert the name of the Partner(s) of Joint Venture, as applicable]

having its Registered Office at _____

[Insert full Address]

_____

Hereinafter referred to as

"The Bidder/Contractor"

Preamble

POWERGRID intends to award, under laid-down organisational procedures, contract(s) for

Construction of 765/400 kV ICT & 765 kV Bays including SPR Rooms, common facilities for the augmentation portion of 765/400/220kV Koppal-II PS under "System strengthening at Koppal-II and Gadag-II for integration of RE generation projects" under SR-II..

Specification Number: SR-II/C&M/WC-4327/2025

POWERGRID values full compliance with all relevant laws and regulations and the principles of Safety, Health& Environment in its relations with its Bidders/ Contractors.

In order to achieve these goals, POWERGRID and the above named Bidder / Contractor enter into this agreement called **"Safety Pact"** which will form part of the Bid.

It is hereby agreed by and between the parties as under:

Section I – Commitments of POWERGRID:

POWERGRID commits itself to take all measures necessary to prevent accidents duringConstruction and Operation of the Transmission Assets and to observe the following:

1. POWERGRID recognizes and accepts its statutory responsibilities for ensuring construction, operation and maintenance of equipments and for the provision of safe methods of work and safe working conditions.

2. POWERGRID recognizes and accepts its statutory responsibilities for ensuring safety of not only its employees but also that of the Contracting Agencies as Principal Employer.

3. POWERGRID shall review the accidents in a structured manner and take necessary actions to ensure that the safety criteria are strengthened for safe construction as well as Operation & Maintenance of the Transmission Assets.

4. POWERGRID shall conduct necessary awareness and training programmes to its Employees to augment the various safety requirements to be followed during Construction and Operation & Maintenance of the Transmission Assets from time to time.

5. POWERGRID shall, from time to time, issue necessary guidelines,instructions and deterrents to its employees as well as to the Contracting Agencies, to update them to take necessary preventive measures to avoid repetition of similar accident attributes.

6. POWERGRID shall review and provide necessary guidanceto the Contracting Agencies, as and when, any abnormality / special situations are brought to its notice by the Contracting Agencies during execution of the Transmission Projects being executed by them.

7. POWERGRID shall conduct periodical surveillance site inspections / audits to identify the unsafe conditions and unsafe actions, and bring them to the knowledge of the Contracting Agencies for taking timely corrective actions.

8. POWERGRID shall investigate all accidents, fatal as well as non-fatal, to identify the lapses, the reason for the accident / incident and suggest measures for prevention of recurrence of such accidents, and fix responsibility for the lapses leading to the accident.

9. POWERGRID shall augment the training to the workers and supervising personnel of the Contracting Agencies, as per schedules, upon nomination by the Contracting Agencies in reasonable time frame.

10. POWERGRID shall exercise the right to claim and recover compensation from the Contracting Agencies in case of any violation of the safety requirements / provisions during execution of the Transmission Projects, as built in the applicable Laws and contractual specifications / guidelines in vogue / issued by POWERGRID from time to time.

11. Section II – Commitments of the Bidder / Contractor:

The Bidder / Contractor commits himself to take all measures necessary to prevent / minimise accidents at their construction / erection sites and to observe the following:

1. The Bidder / Contractor recognizes and accepts the statutory and comprehensive responsibility for ensuring safe construction and Testing & Commissioning in the Transmission Projects being executed by them by providing safe methods of work, working conditions and Tools & Plants for human safety.
2. The Bidder / Contractor recognizes and accepts the responsibilities for ensuring safety of not only their employees but also that of the Sub-contractors, Principal Employer and the general public during execution of the Transmission Projects / works.

3. The Bidder / Contractor shall review the accidents in a structured manner and take necessary actions to ensure that the safety criteria are strengthened for safe construction of the Transmission Assets.

4. The Bidder / Contractor shall endeavour continuous development of safe methods of work to ensure that the effect of risks and perils are minimised to the extent possible and implement the same at their worksites.

5. The Bidder / Contractor shall conduct periodical Training to their Employees as well as to that of their Sub-contractors for safety awareness during construction works being executed by them.

6. The Bidder / Contractor shall provide all requisite Tools & Plants required for the work and ensure their healthiness by periodical inspections / testing as required. Unhealthy and sub-standard Tools & Plants will be immediately removed from site as and when they are identified.

7. The Bidder / Contractor shall,at their cost, provide all necessary Personal Protective Equipments such as Double Lanyard Safety Belts, Appropriate Fall Arrest Systems, Safety Helmets, Foot Wear, Hand Gloves, etc., as required for various activities pertaining to execution of the Projects / works, confirming to relevant Indian Standards.

8. The Bidder / Contractor shall ensure that dedicated qualified Safety Officers are posted in the construction projects being executed by them and ensure that the Safety Officer visits each and every gang periodically and conducts audits / inspections to identify the unsafe conditions and unsafe actions, to be rectified by the site supervising personnel promptly.

9. The Bidder / Contractor shall conduct appropriate medical checks-up for the workers before deploying them at their construction sites to ensure that only those who are medically fit are deployed in the Projects / works to be executed by them. The copy of the Medical Reports shall be provided by the Bidder / Contractor to POWERGRID, whenever requested by POWERGRID.

10. The Bidder / Contractor shall screen the workers before deploying them at their construction sites to ensure that only those with the skills, experience and competence to work at height and also medically fit for work at height are deployed for work at height in the Projects executed by them.

11. The Bidder / Contractor shall ensure daily before starting the work that their site Supervising Personnel / Safety Officer briefs the workers about the work for the day and the safety measures / precautions required to be taken by them.

12. The Bidder / Contractor shall investigate all the accidents at their working sites to ascertain the lapses leading to the incident and the precautionary / corrective measures required to be taken to avoid recurrence of such accidents. These accidents will be reviewed at the Board Management level of the Agencies and the findings / recommendations will be put up to POWERGRID Apex Safety Board within the stipulated period.

13. The Bidder / Contractor shall ensure that all accidents, whether fatal or non-fatal in nature, will be informed to POWERGRID, in writing, immediately on the occurrence of the same,and in any case, within not more than 24 hours of occurrence of the same.

14. The Bidder / Contractor shall ensure that in case of any accident, all necessary medical help / supportshall be provided to the victims / injured till they are completely fit to return to work.

15. The Bidder / Contractorshall ensure that in case of fatal accidents, all statutory Authorities, including Police, concerned Labour Dept. Officials, concerned Workmen Compensation Commissioner, etc., will be intimated in writing as required by the statutory Law, and followed up for compliance of all statutory obligations. The Bidder / Contractor shall own full responsibility of timely accident reporting to various authorities, including POWERGRID.

16. The Bidder / Contractor shall ensure that in case of fatality or serious injury leading to permanent disablement of the victims, the compensation amount will be deposited with the concerned authorities, as required by the Laws, and followed up for early disbursement to the beneficiaries of the victims.

17. The Bidder / Contractor assures that they shall co-operate to the fullest extent for carrying out any investigation of the accidents at their work sites by POWERGRID to identify the lapses, the reason for the accident / incident and suggest measures for prevention of recurrence of such accidents. All factual details of the occurrence of the accident will be provided to POWERGRID, as and when required.

18. The Bidder / Contractor assures that they take full responsibility of meeting the statutory obligations in case of accidents, and in case of any reference by any Statutory Body at a later date also, they shall provide all information to POWERGRID and meet all the statutory obligations, including payment of additional compensation, if any.

19. The Bidder / Contractor assures that in case of any inspection of their work site or Notice by any Statutory Authority, they shall comply promptly and inform POWERGRID Site Officials of the same, and also provide all necessary information and assistance for smooth compliance of the observations / instructions of such Authorities.

20. The Bidder / Contractor accepts the provisions regarding safety, including payment of **any sums** to POWERGRID, in case of any violation of the safety requirements / provisions during execution of the Transmission Projects, as built in the Contractual Conditions, Safety Plan and the Safety Pact, and confirm to abide by the same.

Section III – Equal treatment to all Bidders / Contractors:

1. POWERGRID will enter into agreements with identical conditions as this one with all Bidders.

2. POWERGRID will disqualify, from the tender process, any bidder/ take punitive actions on the bidder, who does not sign this Pact or violate its provisions.

Section IV – Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the successful Bidder / Contractor after closure of the contract and, for all other Bidders, after the contract has been awarded.

Section V – Other Provisions:

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of POWERGRID. The Arbitration/Conciliation clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under the Safety Pact.

2. Changes and supplements need to be made in writing, which shall come into force only upon mutual agreement / acceptance.

3. If the Contractor is a partnership firm or consortium of Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venue partners, as applicable as per the Tender Specifications.

4. Nothing in this agreement shall affect the rights of the parties available under General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

5. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature)_____ (Signature)_____

(For & on behalf of POWERGRID) **(For & on behalf of Bidder / Partner(s) of Joint Venture / Contractor)**

(Office Seal) (Office Seal)

Name:_____ Name:_____

Designation:_____ Designation:_____

Witness 1:_____ Witness 1:_____

(Name & Address)_____ (Name & Address)_____

_____ _____

_____ _____

Witness 2:_____ Witness 2:_____

(Name & Address)_____ (Name & Address)_____

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