

GUJARAT STATE ELECTRICITY CORPORATION LIMITED Bhavnagar Lignite Thermal Power Station At & PO: Padva, Ta: Ghogha, Dist: Bhavnagar – 364050. e-mail: <u>cebltps.gsecl@gebmail.com</u>, Website: <u>www.gsecl.in</u>, CIN: U40100GJ1993SGC019988

Azadi Ka Amrit Mahotsav

Ord. No: BLTPS/SE (E)/TECH/CIVIL/RFQ-71108/S-577/1299 By e-Mail: info@redwop.net; manish.nakrani@redwop.net; Date: 24.04.2025

EPO No. - 125400

# Acceptance of Tender

To,

# M/s Redwop Chemicals Pvt. Ltd.

2nd Floor, Pearl Plaza Complex, Beside G.T Sheth School, Near KKV Hall, 150 Feet Ring Road, Rajkot – 360 005 Mo No: 6352856101 Your GST No.: 24AAECR9443H1Z8

**Sub:** Providing & laying waterproofing to the damaged expansion & construction joints using various construction chemicals at NDCT # 2 at 2 x250 MW BLTPS.

# Ref:

- 1. Enquiry No: BLTPS/ACE (G)/SE (C)/Civil/Waterproofing/RFQ-71108/S-577/960 Date: 28.03.2025
- 2. Your offer for above Enquiry
- 3. LOI No: BLTPS/SE (E)/TECH/CIVIL/RFQ-71108/S-577/1159 Dtd.11.04.2025
- 4. SD Payment on Dtd. 15.04.2025

Dear Sir,

With reference to the above, GSECL is pleased to place the order with you for "Providing & laying waterproofing to the damaged expansion & construction joints using various construction chemicals at NDCT # 2 at 2 x250 MW BLTPS." The terms and conditions are mentioned below:

Any clause conditions of items in your offer against and or acknowledgement letter which is repugnant to or inconsistent with the terms here shall be void and of no force and effect unless specifically approved in writing and expressly modified by the GSECL you will also be deemed to be fully aware of the GSECL tender and work's contract documents and any ignorance of the any of these conditions will not exempt you from liability to abide by the same.

- <u>SCOPE</u>: The Scope of the Work includes Providing & laying waterproofing to the damaged expansion & construction joints using various construction chemicals at NDCT # 2 at 2 x250 MW BLTPS as per attached Schedule – A.
- <u>PRICE</u>: The value of the contract as per the quantities mentioned and item rates quoted by you in the Schedule B of the tender, will be amounting to ₹ 14,79,150.00/- (In Words Fourteen Lakh Seventy Nine Thousand One Hundred Fifty Rupees Only) exclusive of GST. The prices are firm & no escalation on any account will be entertained.
- 3. <u>SECURITY DEPOSIT</u>: You have submitted Security deposit of ₹ 73,958/- (In Words Seventy Three Thousand Nine Hundred Fifty Eight Rupees Only). As

per GSECL receipt no.GS117202504368 Dtd.24.04.2025. The security deposit will be refunded after the execution of the order and issuance of NOC from user department.

4. <u>PAYMENT:</u> - After 30 days from the date of recording of bill. Any delay in payment of bill shall not entail the contractor for any extra claim. Amount of GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST or till verification of payment of GST pertain to respective bill amount in GST return for concern order after due verification.

# 5. TAXES / DUTIES: -

- a. The Rates are Exclusive of GST. GST at Prevailing Rate, if applicable, will be paid Extra by GSECL as per Rule if Claim in Invoice / Bill.
- b. Please mention your GST registration number in all bills with copy of GST registration.
- 6. <u>GENERAL</u>: General terms & Condition prescribed by the G.S.E.C.L for works will also be applicable.
- **7.** Contractor will arrange insurance at his own cost for insuring all the materials and equipments by him or drawn from the corporation. GSECL will not be responsible for any loss of damage to your equipment materials or personnel.
- 8. <u>CONTRACT AGREEMENT & INDEMNITY BOND</u>: You have to enter into an agreement on non-judicial stamp paper of Rs.300/- with the GSECL. The cost of the stamp paper will be borne by the Contractor. The Contractor will also have to execute indemnity bond on stamp paper of Rs.300/- as per GSECL's rules. The payment of RA/final Bills will be made after the Execution of Agreement & indemnity bond only. Draft /Sample Blank format of Contract Agreement & Indemnity Bond is attached herewith.
- 9. <u>COMPLIANCE TO LABOUR & PF LAWS</u>: Contractor shall be solely responsible for strictly follow the all labor laws, industrial laws, factories Act, E.S.I. Act / W. C. Act & rules and such other laws which are applicable & in force from time including the notification, amendments or additions which are made to these laws during the period of Contract. The Contractor shall also be responsible for the various levies of State Government, Government of India or any statutory body.
- 10. <u>LABOUR LICENSE FOR LABOUR CONTRACT</u>: The Contractor / Agency shall have to obtain the copy of Labour Contract License under contract Labour (Regulation & Abolition) Act from the appropriate authorities before commencement of work.
- 11. <u>GENERAL TERMS & CONDITIONS</u>: All the terms and conditions of tenders which is not mentioned in order is also applicable to this contract.
- 12. <u>UNSATISFACTORY PROGRESS OF WORKS</u>: If your work is not satisfactory & not as per terms of contract GSECL has reserved right to cancel the contract & same will be awarded to other party at your risk & cost.

- **13.** <u>**TIME LIMIT FOR WORK:**</u> The overall validity of work order shall be 06 months from the date of Work Order/LOI. GSECL reserves the right to extend this contract for another 03 months with proportionate quantity with same rates, terms and conditions of the main order.
- 14. <u>WORK COMMENCEMENT:</u> Immediate after intimation via written or verbally by EIC.
- **15.** Contactor has to complete the Above Work within Stipulated Time. Further, if the work is not done as per specification given by the Corporation in stipulated time in all respects, the penalty will be levied as per Corporation's rules.
- 16. <u>COMPENSATION FOR THE DELAY</u>: Any delay that may take place in supply and / or erection, testing and Commissioning activities beyond contractual cut-off date / stipulated period in the order shall be subjected to penalty [not liquidated damages] at the rate of ½ % of the contract price / order price per week or part thereof subject to a maximum of 10 % of the total contract value / order value [i.e. End cost including taxes & duties]. GST will be applicable extra on Penalty Amount.
- **17.** The GSECL reserves the right to terminate this contract at any time without assigning any reason what so ever by giving a notice period of one month from the date of notice of termination of the Contract. The contactor shall not be entitled for any compensation / damages / losses what so ever on such termination of the contract.
- **18.**Quantity shown in work order is approximate & is liable to change. Payment will be made according to actual quantity of work done only.
- **19. <u>GUARANTEE/WARRANTEE</u>**: The party should give fifteen years warrantee of the water proofing from the Completion date of the work.
- **20.** The conditions mention in the tender & contract for work will bind to you & other conditions will be as per mutual understanding. The decision of undersigned will be final in case of dispute.
- **21.** You have to submit material account or otherwise GSECL will account as per GSECL own record.
- **22.** You have to appoint supervisor to supervise the work & carry out the instruction given by GSECL.
- **23.** You have to give co-operation in recording of measurement otherwise GSECL will measure the work done by you & payment will be made accordingly.
- 24. You have to comply all Labour Laws in force.
- **25.** Income-tax will be recovered at the prevailing rates & necessary certificate will be given to you as per rules.
- **26.** Please acknowledge receipt and acceptance of this order within 07 days from the receipt of this order, failing which it will be presumed that you have accepted the order.

# 27. GST & PAN numbers of GSECL are as under.

Туре	: Regular
Taxpayer Trade Name	: GUJARAT STATE ELECTRICITY CORPORATION LIMITED
Taxpayer Legal Name	:GUJARAT STATE ELECTRICITY CORPORATION LIMITED
ID Number	: 24AAACG6864F1ZO
PAN No.	: AAACG6864F

# Enclosure:

- 1. Scope of Work
- 2. General Terms & Condition
- 3. Schedule B
- 4. Industrial Labour Laws
- 5. General Safety Rules

Addl. Chief Engineer (Gen.) GSECL: BLTPS, Padva.

Copy To: - DY.CAO, SE (ELE), SE (CIVIL), IRO, EE (CIVIL) ... By Mail / Case file



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# SCOPE OF WORK:

# Item No.1

Providing & Laying waterproofing to the expansion & construction joints using various construction chemicals i.e. BUTABOND SBR, PU primer, PU sealant,& MICROCONE 100PT, on expansion & construction joints to make the joints complete water proof to prevent seepages & leakages.

# Material

# 1.1 Water proofing Chemicals.

# Material: BUTABOND SBR, PU primer, PU sealant & MICROCONE 100PT

The waterproofing chemical should be of DIN 1048 PART-5, IS 1237-2012, , ASTM D7015 & D7105, ASTM G154 & G155.The all material shall be from certified standard manufacturer as approved by Engineer-in-charge. The make shall be approved based on its test result from Government approved Lab, previously used on site test results and manufacture test certificate. The Material should be free from shrinkage and should be in ready to use state. The Material should be in the state that could be prepare to use at site instantly with prescribed manner, easily transportable, easily handled and not affected by wear & tear during the storage. All the mixing facility shall be made by the contractor at site of work as per satisfaction of Engineer-in-charge.

Sr. No.	Properties Results					
A	BUTABOND	SBR				
1	Appearance	Free Flowing Milky White				
		Liquid				
2	Sp Gravity	1.02 +_ 0.02 @30°C g/cm <sup>3</sup>				
3	Coverage	4 m2 /Lit				
4	Bonding strength	3.0N/mm <sup>2</sup>				
	(ASTMD7015&D7105M)					
5	Solid content	30 to 32 %				
6	Hard dry	5 to 6 hrs				
7	PH Value	7 to 9				
8	Chemical Resistant	Resists Mild Acids & alkalis				
9	Freeze thaw resistance	Excellent				
10	Flexural Strengths( BS 6019 part 3)	> 9 N/mm2				
11	Compressive strengths( BS 6019 part	> 35 N/mm2				
	2)					
В	MICROCONE 100PT					
1	Appearance (After mixing)	Grey Powder				

1. The Material shall meet following properties.

2	Pot Life	Approx.4 hours @ 20 C
3	Coverage	19.5 kg /.m2 at 10mm
		thickness
4	Compressive Strength (BS 1881 pt	35 N/mm2 at7 days
	1161)	45N/mm² @ 28 days
5	Drying Shrinkage	< 300 ms at 7 days
		< 500 ms at 28 days
6	Permeability (DIN1048 Part-5)	<10mm
7	Flexural Strengths( BS 6019 part 3)	> 6.5 N/mm2 at 28 days
8	Water Absorption	>2%
С	PU prim	ner
1	Appearance (After mixing)	Transparent free flowing
		liquid
2	Sp Gravity	0.78
3	Chemical type	Silence
4	Component	One Component
5	Application	Porous substrate
D	PU seal	ant
1	Appearance (After mixing)	Grey & White
2	Sp. Gravity	1.22 to 1.28
3	Tensile strength	15 to 17 N/mm2
4	Elongation at break % DIN 53504 at	> 500
	27 C	
5	Tear strength in N/mm2	6 to 8
6	Cure rate	2 to 3 mm per day
7	Minimum application temperature	5 C to 35 C
8	Skin formation in minutes @ 300 C	40 to 45
9	PH	7 to 8
10	Coverage	640ml /rmt

# 1.2 Application:

- Providing & Laying waterproofing to the expansion & construction joints using various construction chemicals i.e.
   BUTABOND SBR , PU primer, PU sealant,& MICROCONE 100PT, on expansion & construction joints to make the joints complete water proof to prevent seepages & leakages.
- (ii) Surface Preparation:
  - Clean the surface from efflorescence, laitance, dirt and other loose material, loose concrete etc. The cleaning should be done by mechanical means i.e. air pressure gun, hydraulic cleaning machinery or manually by wire brush of standard make, booms etc. Loose or damaged concrete should be removed by electrical breaker & then repair by BUTABOND SBR. Mixture of BUTABOND and Cement as 1:2 ratios should be prepared properly and apply on open surfaces of joints by Brush, Roller & Spray pump. Keep it for drying for 3 days and as required.

(iii) Application procedure

After cleaning the surface up to the mark, & preparing the surfaces of joints by repairing as above & drying the same for 3 days, apply PU primer on joints surface & leave it for air drying for 24 hrs. PU primer should be applied by proper mechanical means & should be applied in uniform layers. Keep the applied surface. On thus prepared surface apply PU sealant in the expansion & construction joints. The PU sealant should be applied properly in uniform layer & no portion shall be kept uncovered. Then after cover these joints with geo textile fiber with PU sealant. These all joints then should be Covered by MICROCONE 100PT as per site condition for protection layer.

1.2. B1 The Water proofing material shall be as per IS standards as stated above shall be of standard makes .viz. and shall be approved by Engineer-in-charge..1.2. B2 The material consumption register shall be maintained at site by the agency and shall be verified by field officer on daily basis.

# 1.3 Measurement & Payment

The measurement for payment shall be on running meter basis. Payment for this item as described in schedule-B shall be made on running meter basis which includes all materials, labour, tools, tackles, pump, compressor, curing with safety precaution for the labour and other incidental expenses etc. to complete the item to the satisfaction of Engineer-in-charge.

# General Scope of work:

(1) M/s. Redwop Chemicals Pvt. Ltd. - Rajkot shall have to provide Labour Documents with invoice.

The Labour Documents details are as under.

-Copy of Attendance register -with name & address of establishment, Name of work and site (duly signed & stamp by Contractor) - Form XVI

-Copy of Wage Payment Sheet -with signature of workmen, duly signed & stamped by Contractor -Form XVII

-Copy of Bank Statement of Wage Payment (duly signed & Stamp by Concern Bank) -Copy of PF Challan along with ECR Statement

-Copy of Gate Pass Permission (duly signed by Authorities) -

-Copy of Work Order (First Time)

-Copy of Valid W.C. Policy (First Time)

-Copy of Valid Labour License (If Applicable in case of More than 9 manpower Engaged by Contractor for said work) (First Time)

-Form No. XIII -Register of workers employed by Contractor

(2) Provision related to TDS on GST @ 2 % shall be made applicable if value exceeds Contract threshold limit (i.e. at present threshold limit Rs. 250000/-).

(3) M/s. Redwop Chemicals Pvt. Ltd. - Rajkot shall comply all safety & security rules and regulation of M/s GSECL-BLTPS.

(4) The GSECL, BLTPS will arrange all facilities like shutdown, electricity as may be required so as to complete the job without delay.

(5) All other terms & condition prevailing from time to time will be as per standard rules & Regulation of G.S.E.C.L

(6) No escalation of price shall be facilitated in any case during the whole contract period.

(7) M/s. Redwop Chemicals Pvt. Ltd.- Rajkot shall strictly observe all the Labour laws and Factory acts in existence and amendments made from time to time.

(8) Contractor will arrange insurance at his own cost for insuring all the materials and equipment's by him or drawn from the corporation. GSECL will not be responsible for any loss of damage to your equipment materials or personnel.

Before starting the contract, the party has to furnish the documents for insurance of workers, failing which the contractor shall not be allowed to commence the work.

(9) M/s. Redwop Chemicals Pvt. Ltd.- Rajkot shall have to submit their own P. F. Code number if allotted by RPF Commissioner / P.F. Authority.

(10) All the employees engaged by M/s. Redwop Chemicals Pvt. Ltd.- Rajkot will be covered under P.F, Act, if you will not comply this condition the bill will not be released.

(11) M/s. Redwop Chemicals Pvt. Ltd.- Rajkot will be solely responsible for any fatal / nonfatal accident which occurs to their workers. GSECL will not pay any compensation in such cases to the contractor's persons.

(12) M/s. Redwop Chemicals Pvt. Ltd.- Rajkot will also be responsible for any damages caused to the GSECL property by his Personnel during the execution of above work. In such cases, the contractor will arrange to repair / rectify or will pay such amount to GSECL as may be decided by the competent authority of GSECL.

(13) If any dispute arise during the execution of work, the decision of the under signed will be final and binding to contract.

(14) M/s. Redwop Chemicals Pvt. Ltd.- Rajkot should strictly follow the instruction of GSECL's Engineer-in-charge for execution of work.

(15) GSECL reserves the right to terminate the contract at any level and time if the work is not found satisfactory.

(16) M/s. Redwop Chemicals Pvt. Ltd.- Rajkot is not allowed to carry out excess quantity of work unless permitted. Prior approval is required before such excess work.

(17) M/s. GSECL shall not be responsible for any injury or accident to the person of Contractor while working. He should take risk policy as per rules.

(18) M/s. GSECL may provide the hostel accommodation to the service engineers on chargeable basis if available.

(19) All materials that M/s. Redwop Chemicals Pvt. Ltd.- Rajkot brings for the work should be entered in the power house premises through M/s. GSECL's procedure. M/s. Redwop Chemicals Pvt. Ltd. must get separate entry pass for tools / tackles and consumable items or any components / equipment's and produce one copy of such entry pass to Engineer-in-Charge of concern for their verification/ record.

(20) For any ambiguity & conflict the decision of the Additional Chief Engineer (Gen.) - Station Head, GSECL BLTPS shall be final.

(21) M/s. Redwop Chemicals Pvt. Ltd.- Rajkot shall have to follow the safe practice against hazardous and unsafe working conditions and shall comply with the safety rules to avoid any accidents to any person in force from time to time of GSECL - BLTPS. For any accident, injury fatal or non-fatal to any worker/person during work execution for the Compensation M/s. Redwop Chemicals Pvt. Ltd.will be held fully responsible in all ways.

(22) This work order may be extended for a further period of Three months after completion of this work order with the same rate, terms & condition or till finalization of new work order for work under for subsequent twelve months whichever is earlier.

# TERMS OF PAYMENT:

Payment will be made as per actual work done only after taking joint measurement and the contractor will be paid 100 % amount of actual work done on satisfactory completion of job work. Payment will be released within 30 days from receipt of recorded bill in all respect, subject to availability of sufficient fund as per corporation's rules. However, amount Of GST and applicable cess will be kept under retention till submission of documentary proof of payment Of GST or till reflection of payment of GST pertain to respective bill amount in GST return after due verification.

# GST:

The rates are exclusive of GST. The same shall be paid at prevailing rates according to GST norms. However, amount of GST and applicable cess will be kept under retention till submission Of documentary proof of payment of GST or till reflection of payment of GST pertain to respective bill amount in GST return after due verification

Addl. Chief Engineer (Gen.) GSECL, BLTPS, Padva.





# **GENERAL TERMS AND CONDITION**

- 1. Contractor shall comply with the Factory Acts, Labour Laws and Safety Laws in force and amended from time to time.
- 2. Any Other Rules and Regulations, conditions, etc. that are in force at present and that may be framed by the GSECL from time to time in connection with the Contracts will be binding and acceptable to the Contractor.
- 3. If the Contractor fails to pay the required Security Deposit and does not come forward to execute the Work, the Full Value of EMD paid will be forfeited by the GSECL.
- 4. The Contractor should authorize the Qualified Authentic Representative to GSECL who in turn will receive Instructions from GSECL's Engineer-In-Charge to execute the Work. All Formalities as per GSECL's procedure are to be obeyed by Representatives of Contractor.
- 5. The Contractor should intimate to the Office, Names and Addresses of his Authorized and Responsible Representative in writing so that they can be contacted when required in connection with Execution of the Said Work. The Contractor should also be present to report Daily to Competent Authority.
- 6. The Party shall have to do All Related Works as per Site Requirement and as per Instruction of Engineer in Charge.
- 7. Contractor shall make his Own Full Proof Arrangement of Storage of Spares / Consumables, Tools, Tackles, etc. at their Cost.
- 8. Contractor shall indemnify GSECL against for Any Injury and / or Damages that may be caused in his Man or Material. Moreover, the Contractor shall be fully responsible for Any Damages caused to the GSECL's Properties / Men done by his Men / Materials while Executing the Work. The GSECL will be entitled to recover the Damages from the Party at an Actual.
- 9. At Any Time if GSECL feels that Progress of Work is unsatisfactory and Work Force of Contractor is Inadequate, Other Agencies / Departmental Personnel will be engage / put in Parallel for Expediting the Work. Amount so incurred will be recovered from the Contractor's Bill. In this Case the Decision of the Engineer-In-Charge shall be final and binding to the Contractor.
- 10. Party shall submit the Bills along with Required Documents in Triplicate.
- 11. Payment will be made for Actual Work done only.
- 12. GSECL shall provide the Open Space at Appropriate Place in Plant Area Suitable for keeping Materials, Tools, Equipments, etc. and for making Temporary Office. On Expiry / Completion / Termination of Contract, Contractor shall have to vacate the Premises immediately after Work completed satisfactorily otherwise the Rent will be recovered as per GSECL Rules if not vacated in Time.
- 13. Subletting the Contract to Other Agency is not permitted unless and otherwise approved by the Competent Authority of GSECL.
- 14. For Any Ambiguity and Conflict, the Decision of the A.C.E(Gen)-Station Head, GSECL, BLTPS, Bhavnagar shall be final and binding to the Contractor.
- 15. The GSECL reserves the right to terminate the Contract at Any Time without giving Notice of Termination or Any Reason and without entertaining of Claims / Compensations.
- 16. GSECL standard works payment terms will be applicable.
- 17. AGREEMENT: As per GSECL rules, you will have to enter into an agreement on stamp paper of appropriate value Rs. 300 /- with the GSECL, BLTPS in prescribed form within one week of the receipt of the order by you. The tender

with specification, terms and conditions attached with tender Schedule-B is to be signed by you. The letter of acceptance and the subsequent correspondence shall be deemed to be a part of contract.

- 18. Indemnity Bond: The contractor will have to execute an indemnity bond on nonjudicial stamp paper of Rs. 300/- prescribed format after receipt of the order. The cost of the stamp fee shall be borne by the contractor.
- 19. The payment of RA/final Bills will be made after the Execution of Agreement & indemnity bond only. Draft /Sample Blank format of Contract Agreement & Indemnity Bond is attached herewith.

Addl. Chief Engineer (Gen.) GSECL, BLTPS, Padva.



GUJARAT STATE ELECTRICITY CORPORATION LIMITED Bhavnagar Lignite Thermal Power Station At & PO: Padva, Ta: Ghogha, Dist: Bhavnagar – 364050. e-mail: cebltps.gsecl@gebmail.com, Website: www.gsecl.in, CIN: U40100GJ1993SGC019988



# SCHEDULE - B

NAME OF	Providing & laying waterproofing to the damaged expansion &
WORK :	construction joints using various construction chemicals at NDCT # 2
	at 2 x250 MW BLTPS.

<b>C</b> *				Estimate Rate /	Total Estimated		
Sr. No.	Particulars.	Qty.	UOM	Unit	Cost		
				(in Rs.)	(in Rs.)		
1	Providing & Laying waterproofing to the expansion & construction joints using various construction chemicals i.e. BUTABOND SBR , PU primer, PU sealant,& MICROCONE 100PT, on expansion & construction joints to make the joints complete water proof to prevent seepages & leakages.	570.00	Rmt	2595.00	14,79,150.00		
	ESTIMATED COST in Rs.						
	0.00						
	14,79,150.00						
TOTAL in Words: Fourteen Lakh Seventy Nine Thousand One Hundred Fifty Rupees only Excluding GST and Other applicable taxes.							

NOTE:

- 1. Payment will be made after work to be carried out satisfactory by agency and as per actual work done only.
- 2. The quantity shown is approximately. No claim shall be entertained on account of nonoperation/part operation of above items.
- 3. Payment will be made within 30 days after recording of bill with required documents.
- 4. "The above estimated rates are exclusive of Goods & Service Tax [GST] hence same will be paid extra by GSECL at prevailing rates as applicable. The bidder has to provide SAC Code for the work & applicable GST rate in %
- 5. In case of bidder opting for composition scheme "0" (ZERO) shall be mentioned in the column of GST rate. If the bidder have opted for the composition scheme of GST, the same must be clearly specified with valid declaration and certificate from department .In the event of withdrawal /cessation of the bidder from composition scheme during the tenure of the contract, the rate (i.e. Price) mentioned in the prices bid shall be final and any additional GST will have to be borne by the bidder himself. In no case additional amount toward GST or otherwise will be paid /reimbursed to bidder.
- 6. Every bidder should mention separate HSN/SAC Code and rate of GST and taxes as applicable, if no specifically mentioned then company will have the option to take the

prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of tenders.

- 7. Every bidder shall have to inform their GSTIN NO of the registered place where from the bidder intends to supply the goods/services ,meaning thereby the bidder has supply the goods/ services from the relevant declared /registered place(s) of supply Only.
- 8. In case of any dispute the decision of the undersigned will be final & binding to the contractor.

Addl. Chief Engineer (Gen.) GSECL: BLTPS, Padva





Bhavnagar Lignite Thermal Power Station At & PO: Padva, Ta: Ghogha, Dist: Bhavnagar – 364050. e-mail: <u>cebltps.gsecl@gebmail.com</u>, Website: <u>www.gsecl.in</u>, CIN: U401006[199386C019988



# INDUSTRIAL LABOUR LAWS

# 1. WAGES TO BE PAID, TIME OF PAYMENT, ETC. BY THE CONTRACTOR :

- 1. The Monthly Payment of Wages to the Contract Labourers will be compulsorily made through Bank. The Contractor shall supply Copy of Bank Statement Duly Stamped by the Concern Bank as a Token of Proof towards Payment of Wages to HR Dept. Any Default will result in Cancellation of Contract forthwith or else the Contractor shall be punishable to the Extent of Rs. 100/- per Day by Way of Fine.
- 2. The Contractor shall give his Telephone Number; Address to the GSECL, so that in Case of Labour Unrest etc. the Contractor can be contacted.

# 2. LABOUR LAWS:

- 1) The Labour Laws Applicable and Amended from Time to Time have to be followed scrupulously. A Few of Them for Information are as under:
- 2) Person below the Age of Eighteen Years and Above Sixty Year shall not be employed for the Works.
- 3) No Female Worker shall be employed in the Night Shift between 19:00 Hrsand 06:00 Hrs.
- 4) Contractor shall maintain a valid Labour License under the Contract Labour (Regulation & Abolition) Act for employing Necessary Manpower to be required by him. In the Absence of Such License, the Contract shall be liable to be terminated without assigning Any Reasons thereof.
  - a. The Contractor shall, at his Own Expense, comply with All Labour Laws and keep the GSECL indemnified in respect thereof. Some of the Major Liabilities under Various Labour and Industrial Laws, which the Contractor shall comply with, are as under:
  - b. Payment of Contribution of Employees (Contract Labour) as well as Employer's (Contractor's) Contribution towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administration Charges, Inspection Charges, etc., at the Rates applicable from Time to Time by the Government of Gujarat/Government of India or other Statutory Authorities.
  - c. The Contractor shall maintain a valid Labour License under the Contract Labour(Regulation and Abolition) Act for employing Necessary Man Power to be required by Contractor. In the Absence of Such License the Contract shall be liable to be terminated without assigning Any Reasons thereof.
  - d. Paid Leave Facility and Wages as per the Provision of the Factories Act at the Rate of One Day for Every 20 Days of Working.
  - e. No Laboures are allowed to enter in Power Station Premises that don't Identity Cards as prescribed under the Factories Act or by the Thermal Power Station with Photograph affixed thereon, for Identification of Workers.
  - f. Payment of Retrenchment Compensation, Notice Pay and Other Liabilities as per Industrial Disputes Act, 1947. Any Payment to the Contractor's Employees arising out of Any Claim or Disputes under the Industrial Disputes Act, 1947 or Any Other Labour Laws.
  - g. Payment of Compensation in Case of Accidental Injury, under Workmen's Compensation Act.
  - h. If the Female Labour employed is more than 30 Numbers then Provision of Crèche, shall be complied accordingly.
  - i. Maternity Leave as per the Provision of the Maternity Benefits Act.

- j. If Any Workman engages by Contractor / Agency meets with Fatal or Non-Fatal Accident while on Duty, then Contractor / Agency shall be liable to pay Compensation to Legal Hair or to the Workman as Case may be as per Workman Compensation Act.
- k. License Fee as prescribed under the Contract Labour(Regulation and Abolition) Act and Rules framed there under depending upon the Number of Workmen employed by Contractor.
- I. Identity Cards as prescribed under the Factories Act shall be issued to Workmen.
- m. Bonus Payment shall be made to Contract Labour as per Bonus Act.
- n. Contractor has to arrange for In &Out Punching to All Contract Laboures engaged by him in Bio-Metric Punching Machine kept at Plant Security Gate and for which Rs. 10.00 shall be charged per Labour per Month as per Administrative Expenses.

The above are some of the Major Liabilities of the Contractor in Addition to Other Liabilities Prescribed under the Various Labour Laws in force from Time to Time by the Statutory Authorities, like State Government/Government of India, which the Contractor shall have to comply with.

# 3. PROVIDENT FUND AND FAMILY PENSION SCHEME:

The Contractor shall submit along with his Bill (Month – Wise) a Statement regarding Deductions against Employees Provident Fund (EPF) and Family Pension Scheme (FPS) in respect of Each Concerned Employee at the Rate of 12% or at the Rates made applicable by the Government from to time of Wages. The Contractor's Contribution and the Worker's Contribution towards PF and FPS shall be deposited by the Contractor with the Regional Provident Fund Commissioner, of respective RPFC Office or to the Authority Prescribed under the Act along with the Other Charges.

# 4. DEPOSIT LINKED INSURANCE SCHEME :

The Contractor shall have to deposit 0.50% (Half Percent) or the Rate Applicable from Time to Time of the Wages in respect of Employees who are Members of the PF, as the Contribution to the Deposit Linked Insurance Scheme, with the Regional Provident Fund Commissioner.

## 5. MINIMUM WAGES ACT :

The Contractor shall pay Prevailing Minimum Wages as Applicable from Time to Time to the Laborers engaged by him as per the Minimum Wages Act Payment in Bank / Presence of the GSECL's Officer or Representative.

# 6. ADMINISTRATIVE CHARGES :

Administrative Charges for maintaining Provident Fund Account shall be deposited by the Contractor with the Concern Regional Provident Fund Commissioner, at the Rates applicable.

## 7. PAID LEAVE FACILITY

Paid Leave Facility at the Rate of One Day for Every Twenty Days of Actual Work by the Contract Labour shall be provided by the Contractor to his Workers. He shall maintain Leave record / verified and approved / certified by the Authorized Officer of the GSECL.

## 8. E.S.I. Act :

The Contractors shall comply with the Provisions of E.S.I. Act wherever applicable as per the Prevailing Provisions of the Act and as amended from Time to Time.

9. LABOUR LICENSE FOR LABOUR CONTRACT :

The Contractor / Agency shall have to obtain the Copy of Labour Contract License under Contract Labour (Regulation & Abolition) Act from the Appropriate Authorities before Commencement of Work.

# 10. WORKMEN'S/EMPLOYEES' COMPENSATION FUND AND EMPLOYER'S LIABILITY INSURACE:

Insurance shall be affected for all the Contract Employees engaged in the Performance of this Contract. If Any of the Work is sublet after Due Permission in Writing from the GSECL, the Contractor shall require the Sub – Contractor to provide Employees' Compensation and Employer's Liability Insurance for the Later Employees, unless Such Employees are covered under the Contractor's Insurance. It shall be the liability of Contractor for Employees of his Sub – Contractor. The Contractor must insure that All the Laborers may cover before Starting the Works

## 11. SUBMISSION OF RETURNS & MAINTENANCE OF RECORDS :

The Contractor shall submit the Returns under the Contract Labour Act, Payment of Bonus Act, Payment of Gratuity Act etc. and shall have to maintain All Up To Date Records / Registers in respect his Employee as prescribed under Various Labour Laws and produce the Same as and when demanded by GSECL's or Govt. Appropriate Authorities.

#### 12. CONTRACTOR TO INDEMNIFY THE GSECL :

The Contractor shall indemnify and keep indemnified the GSECL and Every Member, Officer and Employees of the GSECL, including Engineer – in – Charge and his Staff, against All Actions. Proceedings, Claims, Demands, Costs and Expenses whatever arising out of or in Connection with the Matters referred in above Clauses and elsewhere and against All Actions, Claims, Demands, Costa and Expenses which may be made against the GSECL, by Any Workman / Employee of the Contractor or Sub – Contractor or Any Other Person under Any Law, Rules or Regulations having the Force of Law, including, but not limited to, Claims against the Owner under Workmen's Compensation Act, 1970. The Force of Law, including, but not be liable for or in respect of or in Consequence of Any Accident or Injury to Any Workman or Other Person in the Employment of the Contractor. The Contractor shall indemnify and keep indemnified.

The GSECL against All Such Damages and Compensation and against All Claims, Demands, Proceeding Costs, Charges and Expenses whatever in respect thereof or in Relation thereto. The Contractor shall also indemnify GSECL in All Respect against Any Liability due to Breach of Legal Provisions Contained in Any of the Labour Laws.

The Contractor shall also indemnify GSECL for Injury or Damage to Third Party other than Employees of the GSECL Contractor or Sub – Contractor.

- 13. Contractor / Agency shall have to issue the Contractual Appointment Letter for a Specific Period to their Labour engaged during the Contract Period Each and Every Instance & should narrated Clear out Terms &Conditions for the Liabilities of the Concerned Employees.
- **14.** The Contractor shall employ Adequate Number of Experienced Staff at Site for Daily Supervision and for Maintaining of Various Registers and Records Required under the Law and Contracts. No Payment for Such Supervision shall be admissible.
- **15.** The Contractor must be maintaining regular Labour Record and should be paying All Acquired Benefits to Labour Force and Contractor should obtain Certificates to this effect from HR Officer of GSECL.
- **16.** The Contractor will make Arrangements at his Own Cost to ensure All Men, Materials and Equipment employed for this Work. The GSECL will not be

responsible for Any Loss or Damage either to the Contractor's Personnel or his Equipment.

- **17.** Dispute, if any, taking place between the Contractor and Laborers must be intimated to LWO/DGM/HR In-Charge, GSECL, BLTPS GSECL, immediately.
- **18.** Any Casualty will also have to be borne by the Contractor for the Period the Contract Continues.
- **19.** For ARC/BRC Contract, The Contractor shall deposit 15 Days Salary at the Rate of Last Drawn Salary for Every Completed One Year of Services for Each Worker for the Liabilities of Gratuity.
- **20.** The Contractor / Agency shall have to produce / submit the Copy of Wage Register, Muster Roll, PF Deposition Challan, PF Schedule, Copy of Bank Statement Duly Stamped by the Concern Bank and Relevant Records under Various Labour Laws for the Contract Work to HR Department to ensure Compliance to Provisions of Various Legislations.
- **21.** Attendance of Contract Labourers will be through Punching Machines for which Punching Machines shall install to facilitate the Contractors by GSECL for which Monthly Charges of Rs. 10/- will be levied on Contractor as Administrative Charges.

## 22. SPECIAL TERMS & CONDITIONS:

- The Contractor shall produce Certified Copies of Documents, in respect of Workers Deployed by Him at GSECL, BLTPS as under before Dy. G.M. (HR)/IRO/LWO/In-Charge of HR Dept.
  - a. Copy of Appointment Letter of Each Worker Deployed at GSECL, BLTPS.
  - b. Copy of Labour License if require to deploy 10 or more than 10 Contract Labours.
  - c. Copy of Insurance Policy for Each Worker deployed at BLTPS under the Workmen Compensation Act, 1923.
  - d. Copy of P.F. Code Allotment Letter.
- 2. Agency has to provide following Documents pertain to BLTPS along with Each RA Bills in Triplicate for Verification of Compliance of Labour Laws.
  - a. Attendance Register.
  - b. Duly Paid Wage Register (If paid through Bank then along with Bank Statement or Bank Name and A/c No of Concern Employee is required to mention in the Register or disbursed in present of GSECL, Officer and Certification of GSECL Officer in Wage Register is required to be taken)and if payment is made through bank transfer, the copy of bank statement duly signed by concern bank authority
  - c. Copy of Paid PF Challan along with Copy of ECR.
  - d. Bonus and Leave Encashment Register as per Applicability.
  - e. Undertaking for Labour Law Compliances on Non- Judicial Stamp Paper of Rs.100/- to be submitted with Notarized at the time of processing the Final Bill.
  - f. Copy of PF Returns [Form 5, 10,12A]
- 3. List of Documents to be produced in Certified Copies on Every Year during the Contract Period:
  - a. Copy of P.F. Returns (Form 6A, 3A).
  - b. Copy of Bonus Register (Patrak-C as per Payment of Bonus Act).
  - c. Copy of Earned Leave Register (As per Factories' Act, 1948).

Original Copies of above mentioned Documents and Other Legal Documents shall be produced before Dy. G.M. (HR) / IRO / LWO / In-charge of H.R. Dept as and when demanded.

If Contractor failed to submit above Documents in that Case his Payment of Bill shall be withheld by GSECL, BLTPS, Padva and on Submission of the Required Documents the Said Bill shall be released by GSECL, BLTPS, Padva.

# 23. OTHER TERMS & CONDITIONS:

1. Workmen's Compensation & Employer's Liability Insurance:

Insurance shall be affected for All the Contractor's Employees engaged in the Execution of these Contracts. If any of the Work is sublet, the Contractor shall require the Sub-Contractor to provide Workmen's Compensation and Employer's Liability Insurance for the Latter's Employees unless Such Employees are covered under the Contractor's Insurance. It shall be liability of Contractor for Employees of his Sub-Contractor.

- 2. The GSECL, reserves the right to terminate this Biennial Rate Contract at Any Time during its Tenure without giving Notice of Termination of Any Reasons thereof.
- 3. The GSECL will be entitled to deduct directly from the Bill to be paid to the Contractor, Any Sum or Sums Payable by the Contractor and which Sum/Sums the GSECL is required to pay as a Principal Employer on account Contractor's Default in respect of All Liabilities referred to in Above Clauses.
- 4. Nothing in the Contract Document stated shall anywise continue Any Workman / Employees of Contractor or Any Sub-Contractor as or to be Workmen / Employees of the Owner or place Obligation Liability in respect of Any Such Workman / Employee upon the GSECL.
- 5. Office Correspondence will be carried out in English/Gujarati. The English Version will be the Correct one and the Same only will held good for Legal Matters.
- 6. Any Other Rules and Regulation, Conditions, etc., that are in force at Present and that may be framed by the GSECL From Time to Time in Connection with Contracts will be binding and acceptable to Contractor.
- 7. In Case the Contractor's Work is found Unsatisfactory or Contractor abandons, stops, or creates during the Contract Period, the GSECL will be entitled to terminate the Contract. In Case of Default the work will be got done through Other Agencies at the Risk and Cost of Contractor and GSECL shall be entitled to recover Such Expenses from Defaulting Contractor by Such Methods as deemed fit. The Contractor shall not however, be entitled to terminate the Contract or stop Works undertaken by him before Expiry of the Contract Period due to Any Reason whatsoever.
- 8. Under the Contract the Contractor shall either himself be present on Site or should nominate Persons in Writing, who must be Available at Site and who should be authorized to take Decision about the Works and Mutual Consultation from Time to Time. In the Absence of Any Responsible Man of Contractor at the Time of Any Emergency Adhoc Decision of Engineer-In-Charge will be binding to the Contractor.
- 9. The Contractor will be responsible and liable to pay Difference in Wages if Any and or observe the Revised Service Conditions that may be awarded by the Hon. Industries Tribunal effective from the Date directed in the Award.
- 10. The Contractor must be solvent and should have Sufficient Trained Labour

Force Competent to carry out the Job.

- 11. The Contractor must maintain Regular Labour Record and should be paying All Acquired, Benefits to the Labours which in force. Contractor should obtain Certificate for this from Govt. / Public Organization for the Works being executed by him.
- 12. The Contractor must possess Separate P.F. Code for the above Subject Work.
- 13. Attendance rolls shall be maintained up to date. All the Written Registers, Performa etc...shall be filled up and maintained up to date and kept ready for Inspection at Any Time or submitted in time to the Concerned Authorities as per Contract Labour etc. Factory Act etc.by Contractor
- 14. It is the Responsibility of the Contractor to ensure that Contractor's Employees maintain strict Discipline as regards Security, Methods of Safe Working etc, and not to cause Any Hindrance to Smooth Running of Power Station or in Execution of Duties by GSECL Staff. Any Lapse in this regard will be viewed seriously and Contract is liable to be terminated. If any of Contractor's Staff is found Unsuitable or not behaving properly, the Contractor shall have to remove him from the Work-Site on demand by GSECL. The Contractor shall have to strictly observe the Rules and Conditions Specified in the enclosed Works Contract Booklet of the GSECL, which are not Modified Hereunder. To keep Harmonious Industrial Relations amongst Contract Labours is the Sole Responsibility of the Contractor. Any Breach of the same will be viewed seriously.

## 15. CIRCULAR – I

The following are the Major Obligations to be fulfilled by the Contractors as per the Contract Labour (R&A) Act 1970 and rule mentioned there under:

- a. License to be obtained before Starting the Work where Number of Contract Laborers is ten or more.
- b. Payment to Contract Labourers has to be made in Presence of IRO/LWO/HR In-Charge or through bank transfer and the copy of bank statement duly signed by concern bank authority to be submitted to concern authority of GSECL, BLTPS. Wages Rates for Contract Labourers are applicable as per the Terms and Conditions of the License. Minimum Rate of the Wages as per the Circular of GoG Time to Time.
- c. Every Contractor shall have to maintain the Muster Roll and Wages Register in respect of his Contract Labour.
- d. Every Contractor is required to issue Employment Card, Wages Slip and Attendance Card to their Laborers.
- e. The Contractor has to maintain the Register No. 13 containing Details of Contract Labors employed by him.
- f. Earned Leave Register/ Card as per the Factories Act and Rules.
- g. Other Registers required under Contract Labour Rules and the Factories Act and Rules.
- h. Every Contractor shall have to obtain Insurance Policy in respect of the Contract Labors engaged by him to cover them under Workmen's Compensation Act.
- i. To send Half Yearly Return to Licensing Officer as per Rule 82 (1) as per Schedule Time.
- j. Before Starting the Work as per the Contract awarded to him, he should make Arrangement to enter into the Agreement in the Prescribed Format on the Stamp Paper as Applicable. Before Fulfilling the Above Requirement the

Contractor is instructed not to start the Work. The Responsibility will be on his Head in Case he fails.

- k. Contractor should possess Separate P.F. Code on their Firm, Name otherwise their Offer may not be considered.
- I. Contractors shall have to pay Wages as may be revised from time to time as may be declared by GOVERNMENT All the Contractors are informed to adhere to the Rules and Regulations Applicable to them, Particularly in respect of the Laborers Engaged by them, the Contractor not fulfilling the Obligations will not be allowed or continue with Work / not be held qualified to carry out the Work at BLTPS, GSECL.
- m. The rates are excusive of GST, the same shall be paid extra in accordance with applicable GST norms. However, amount of GST and applicable cess will be kept under retentaion till submission of Documentary proof of payments of GST or till reflection of payment of GST pertain to respective bill amount in GST return after due verification.(above para not pertains to labour law.

Addl. Chief Engineer (Gen.) GSECL, BLTPS, Padva

# GUJARAT STATE ELECTRICITY CORPORATION LIMITED Bhavnagar Lignite Thermal Power Station At & PO: Padva, Ta: Ghogha, Dist: Bhavnagar – 364050. e-mail: cebltps.gsecl@gebmail.com, Website: www.gsecl.in, CIN: U40100GJ1993SGC019988 GENERAL SAFETY RULES & LIST OF SAFETY TOOLS

#### GENERAL SAFETY RULES / NORMS" TO BE OBSERVED BY THE CONTRACTOR

All the contractors working in **Gujarat State Electricity Corporation Limited Factory like Coal/Lignite/Gas/Hydro/Pumping Station** shall have to strictly observe the following Safety Rules. Concern principle contractors are responsible for informing & observance of these rules by their supervisors/contract workers as well as the owner/supervisors/ workers of sub-Contractors engaged, if any, by them for the work contract awarded to them. Prior to commencement of the work, Contractor shall have to submit a written assurance on their letterhead to the concerned Sectional Head / Engineer-in-charge that they have thoroughly gone through these Rules, have educated their employees / workers of their subcontractor and will strictly observe the said Rules while execution of work under work contract awarded to them. They will have to indemnify the company for any loss or damage / accident / injury to the company's property / employee or employee of their own in default of non - observing these rules.

- (01) Contractor should issue photo gate pass for their workers from GSECL Factory Manager as per Gujarat Factories rules, 1963 & details shall be filled up in GSECL gate pass format as per Aadhar card /Election card id proof & to follow the gate pass issue procedure through concern department EE & SE, Security Officer, LWO/IRO/DGM, Factory Medical Officer, Safety Officer/Dy. Safety Officer & Factory Manager.
- (02) In case of emergency, temporary photo gate pass shall be issued by Security Officer only for three days with prior permission of Factory Manager only. More than three days, Permanent photo gate pass procedure shall be completed by contract agency for their contract workers.
- (03) Certificate of Fitness of employment in hazardous process & operations in form no.33 of Gujarat Factories rules, 1963 shall be issued by GSECL Factory Medical Officer for all contractor workers before commencement of work & examination responsibility shall be taken by contractor as well as concerned Head of Department .Pre-employment & Periodical medical examination of contractor workers shall be carried out in form no.32 from GSECL Factory Medical Officer after every six (06) months of contractor with their contractor workers. Contractor shall be fulfilled all health requirements before commencement of work. After completion of medical examination in form no.32/33, GSECL Factory Medical Officer shall be signed in contract worker gate pass procedure format.
- (04) Contract worker gate pass will issue after completion of safety induction 3D animation movie & Training record is to be maintained in IMS/OHSAS training format by TK Office/LWO.
- (05) As per Gate pass format of GSECL, Safety Officer/Dy. Safety Officer shall be checked the issue PPE to contract workers as per nature of job, Form no.10 of liftingtools and tackles, Driving license, Electrical contractor license, Electrical trade qualifications, Safety induction training, SOP, supervisor qualifications etc. After fulfillment of all Safety compliances, Safety Officer/Dy. Safety Officer shall be signed in Contract worker Gate pass procedure format.
- (06) Work Contract shall be completed by principle contractor/agency/person who is awarded the work order. Subletting of contract shall be allowed only if prior approval of

Power station chief before execution of work. Contractor/agency shall be submitted the entire subletting contract documents with gate pass application through concern department EE & SE, LWO/DGM, Safety Officer/Dy.Safety Officer & Factory Manager.

(07) Under The Conditions Framed Under Rule-45 Of The Indian Electricity Rules, 1956,

Valid Electrical contractor License shall be submitted to concern electrical department EE/SE/Electrical Safety Officer/ Safety Officer/Factory Manager at the time of apply gate pass by agency/party with latest renewal from Chief Electrical Inspector, Gandhinagar- Gujarat. Electrical License photocopy shall be checked by Concerned HOD of Electrical Department/Electrical Safety Officer/Dy.Safety Officer/ Safety Officer/ Safety

- (08) As per nature of job/work, Qualified supervisor (Diploma (Electrical/ Mechanical/Civil/C&I) + 3 years experiences or ITI + 10 years) shall be engaged by contract agency & qualification certificate with experience certificate shall be submitted to concern EE/SE/LWO/IRO/DGM/ Dy.Safety Officer /Safety Officer/Factory Manager at the time of apply gate pass.
- (09) As per rule 3 of CEA regulation ,2010: Designating person(s) to operate and carry out the work on electrical lines and Apparatus, Contract person/worker possesses a certificate of competency or electrical work permit, issued by the Appropriate Government. That means, Electrical trade Qualification of contract worker/person like ITI-wireman/ Electrician, Diploma (Elect), BE/B. TECH (Elect), ME/ M. TECH (Elect) shall be submitted to concern EE/SE/LWO/IRO/DGM, Dy.Safety Officer/ Safety Officer/Factory Manager at the time of apply for photo gate pass procedure.
- (10) As per nature of job/work & during capital overhauling work /Annual overhauling work work/major shut down work, /24X7 round the clock Qualified Safetv Officer/Manager/Supervisor (BE/Diploma (Elect/Mech/Civil) + PDIS-Post Diploma in Industrial Safety) shall be engaged by contractor during dangerous operations/dangerous works as well as day to day dangerous activities, safety supervision, tool box talk, Safety awareness programme, SOP preparation with hazards & its control measures with each step, checking of lifting tools & tackles, hydra mobile crane, Safety precautions, coordination with Safety Department etc.
- (11)License of driver shall be submitted with gate pass issue application as per nature of vehicles & to follow the Motor vehicle Act,1988,the Central Motor Vehicles (Amendment) Rules,2016 as well as Gujarat Motor Vehicles rules,1989 & driver license shall be checked every day by security shift in charge before entry in the Factory premises.
- (12) SOP with JSA (Job Safety Analysis) shall be prepared by contractor through competent person as per GFR, 1963 or Qualified Safety Officer as per GFR, 1963 with 05 years experiences. SOP will review & approve by concern JE/DE/EE/SE/Elect. Safety Officer/Dy. Safety Officer /Safety Officer/Factory Manager before execution of work.
- (13) It is compulsory to use standard make Personal Protective Equipments (P.P.Es.) as per the job requirement. Do not work without use of required P.P.Es. Contractor is responsible to provide standard make (ISI/DGMS/CE/EN/ANSI approved) & to checked standard/make in PPE issue format by concern JE/DE/EE/SE/Safety Officer/Factory Manager. Personal Protective Equipments / Safety Gadgets suitable to give sufficient

protection against hazards involved in their work / job to their staff, as per the job requirement and insist / enforce their workers to put on the same while at works.

The ongoing work is liable to be stopped at any time if your contract workers/staffs found working without P.P.Es. Following is the list of various P.P.Es (as per ISI/DGMS/CE/ EN/ ANSI approved only) to be used for various works / worksites.

In any work, Contractor shall be issued the minimum 05 nos. of PPEs like Safety Shoes, Safety Helmet, Safety goggles, Mask & Reusable Ear plug to their workers/supervisor compulsory & it will check by concern section HOD & Dy.Safety Officer /Safety Officer at the time of gate pass procedure.

#### List of safety equipments

Industrial Safety Helmet	For protection of head against falling objects or during fall of person from height. Yellow Colour helmet is used for contract worker with agency logo.				
Safety Goggles/welding goggles/chemical splash goggles	For protection of eyes against flying particles / dust, chemical splash, welding spark, arc, flashover etc.				
Full Face shield	For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.				
Reusable Earplug / Ear muffs.	For ear / hearing system protection while working in high noise level area.				
Chemical suit/Gas tight suit /Fire proximity suit/FR Boiler Suit	For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc.				
Safety Hand Gloves	For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.				
Safety shoes/ Gum Boots with Oil/Chemical/water/heat/ Electrical resistance etc.	For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc				
Safety Belt(full body hardness with double lanyard & shock absorber) / Rope / Life line / Fall arrestor etc.	For fall prevention while working at heights or in depth, working in vessel or in confined space.				
Dust Mask/Respirator with valve(FFP2)	Protection of respiratory system against dust.				
Chemical Cartridge Respirator with full face mask type A2B2E2K2	Protection against toxic chemical fumes / gases/vapors/dust etc.				
Trolley mounted Air line respirators with full face mask	Working in oxygen deficient zone or confine space area				

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Portable Single gas detector like	Working in hazardous storage/process area
Chlorine, Ammonia, Hydrogen, etc	
Portable Multi gas Detector (	Working in oxygen deficient zone & use in entry of
LEL,O2,CO,H2S,SO2, etc)	confine space & Major fire
Automatic voltage detector	To check the present voltage or induction voltage of
	electrical equipments/ bus/switch gears from 01
	(one) feet distance before starting the any electrical work .
Auto darkening welding helmet	The new auto darkening welding helmet combines
(EN 379 & EN 175 Level-B) with	legendary Speed glass quality and auto darkening
PAPR as per EN 12941:1998,	technology with an innovative wide-view grinding
class TH2 and AS/NZS 1716	visor to give welders an all-in-one solution for more flexibility, precision, and efficiency.
	Respiratory System is a combined face and breathing protection device, for increased comfort
	and safety in welding. The unit is equipped with a
	particle filter which removes particles from the air. The unit provides a constant airflow independent of
	filter combinations and clogging. The unit can also be equipped with a gas filter (for example A1B1E1). The
	unit supplies air to the head top via the connecting
	breathing tube. The airflow creates a slight positive pressure which together with the sealing to the face
	prevents particles and other contaminants from
	entering the head top.

(14) All PPEs (as per ISI/DGMS/CE/EN/ANSI approved only) Should issued by party/agency/contractor to their contractor workers as per nature of job and allotment of PPE list shall be submitted to Safety Officer, BLTPS on his letter head as per below mentioned format by Contractor before commencement of work through concerned JE,DE,EE/SE.

Sub: Issue of PEE to Contractor workers

Sub of work Order:

Work order no.

Name of Agency:

Date of Commencement:

Time limit for work order:

ſ	Sr.	Name of	Desi	Name	Name	of	IS	Make	Qt	Unit	Date	Recei
		workers	gnati	of	PPE		:Code	of PPE	у		of	ving
	no.		on	Sectio			no. of				issue	signat

			n under work execut ion		PPE					ure
A	В	С	D	E	F	G	н	1	J	К
01				Safety Helmet				Nos.		
				Safety goggles				Nos.		
				Reusable Ear Plug				Pair		
				Dust Mask				Nos.	-	
				Safety Shoes				Pair		

(15) Shift Security Inspector/Security Officer shall be checked Safety Shoes & Safety Helmet of all contractor workers at entry gate of Factory Premises & shall entered contractor workers with Safety Shoes & Safety Helmet with photo ID Gate Pass.

- (16) Shift Security Inspector/Security Officer shall be checked validity of Gate pass of all contractor workers on daily basis.
- (17) During the work execution, one trained & competent supervisor of agency should always remain present at work site. Concern JE/DE of GSECL shall be supervised the contract work as per SOP.
- (18) Approved NABL laboratory calibration certificates of electrical/mechanical/Civil/C&I/Environment survey/Chemical etc measuring /testing equipments/instruments which are used during contract work shall be submitted before starting the work & shall be checked by concern JE/DE/EE before starting work & it's record shall be maintained in concern section.
- (19) The contractor shall take all the required safety measures prior to commencement of work on dangerous substances, machineries or area at which cautionary notice is displayed and obtain "Line Clear" or "Work Permit" through the concern Department / Section JE/DE and shall be informed to concern section JE/DE for closed/ returned after completion of work.
- (20) Safety talk/Safety work instructions shall be given to contractor workers by concern JE/DE regarding hazards of specific work, risk & it's control measure (mentioned in HIRA) before starting the job work and records shall be maintained for each & every job works.
- (21) Display Safety instructions shall be strictly followed by all workers who are working in factory premises.
- (22) Material Safety Data Sheet (MSDS) of each chemical shall be available with Chief Chemist/Control room & work related Chemical information shall be taken by contractor & contractor workers from Concern EE/Chief Chemist before starting of chemical handling work.

- (23) The contractor shall be checked & securely covered or securely fenced any opened fixed vessel, sump, tank, pit or opening in ground or in floor which, by reason of its depth, situation, construction or contents ,is or may be a source of danger before starting the work each & every days or after interval/recess. Contractor supervisor shall be informed to concerned HOD regarding any unsafe conditions.
- (24) Prohibition of smoking, fires, lights, spontaneous ignition substance, matches; fuses, mobile phone etc are to be strictly followed by all workers who are working in factory premises.
- (25) Prior to carrying out welding, gas cutting, furnace heating or any other hot work job, remove all the inflammable material lying at or nearby worksite or cover it properly by suitable protective covering. Also, special care shall be taken before carrying out such job & see that all possible contributing factors to set fire shall be removed / vanished prior to commencement of the work. Advance intimation shall be given to concerned section / fire section to commence the work in fire prone areas. They should also keep ready all the First Aid Fire Extinguishers / equipments & fire extinguishing media / material like sand / water buckets or other appropriate equipment at such place.
- (26) While carrying out work in confined space or inside vessel, obtain necessary "Confined Space / Vessel Entry Permit" from concerned department prior to commencement of the work.

For lighting in such areas, only 24-volt (ISI certified & with proper guard) hand lamp shall be used. For taking care of the persons working inside the confined space / vessel, a supervisor / person capable to keep continuous watch on person(s) working inside, assist them in case of emergency or arrange to get immediate outside help, shall remain present at entry point. Use full body safety belt without failed.

While working inside sewage, trench or in-depth, a person to warn outsiders / entrants / passers etc shall remain available near entry point or the entry point shall be cordoned by a barricaded tape with a cautionary notice. After completion of the works, all the lids / covers / grills / grits opened, shall be re-fixed / re-placed in the original position as it were prior to commencement of the work and leave the work place in safe condition in all respect, so as to prevent accident to fellow workers.

- (27) The contractor shall see that he / his persons do not work on or block (by stacking material, spare parts, tools-tackles, equipments etc), any passages / walkways / gangways / aisles / staircases / ladders / lifts or any other approaches / roads leading to plans or its auxiliaries, on which there is traffic movements or possible traffic movements in case of emergency. Such passages are meant for safe escape in the event of emergency. If it is utmost necessary to carry out work in such area with blocking of passage, prior permission of Competent Authority or the Engineer-In-Charge shall be obtained. To demarcate / declare the area as "UNSAFE", cordon it using barricading tape & display suitable caution notice or keep a person to restrict / divert the traffic on this route through other safe passage.
- (28) The contractor shall see that he / his persons do not work on or block (by stacking material, spare parts, tools-tackles, equipments etc), any passages / walkways / gangways / aisles / staircases / ladders / lifts or any other approaches / roads leading to plans or its auxiliaries, on which there is traffic movements or possible traffic movements in case of emergency. Such passages are meant for safe escape in the event of emergency. If it is utmost necessary to carry out work in such area with blocking of passage, prior permission of Competent Authority or the Engineer-In-Charge shall be obtained. To demarcate / declare the area as "UNSAFE", cordon it

using barricading tape & display suitable caution notice or keep a person to restrict / divert the traffic on this route through other safe passage.

(29) Prior to use power / electrically operated hand tools / equipments / machines / gadgets like welding machine, hand grinder, hand drill etc, ensure for its safe operation & use it only if it is found safe to use. Do not use defective, unsafe or improperly maintained equipments.

The electrical power supply required to run such equipments shall not be taken directly at their own but shall be obtained through concerned Electrical Maintenance Departments or their authorized persons or under their observations / guidance only. The Electrical Section shall provide temporary electrical connection up to contractor's Mains Board on which it is compulsory to install mains switch, ELCB & fuses of adequate capacity. All such equipments shall invariably be earthed adequately to prevent electrical shock, sparking, short circuit etc. Power cord to be used shall be of adequate capacity, without any joint & shall consist of earth wire also. Hence, it is necessary to use adequate capacity 3-wire power cord for single & 5-wire power cord for three phase power connections. The plugs, receptacles, pins, holders etc shall be of adequate capacity & safe to use.

All electrical & mechanical equipments / tools-tackles viz. welding machine, cutting machine, Grinder, Drill, Chain Pulley Blocks, Hook chooks etc required to be used during work execution shall be of standard make & bear ISI certification mark on it. The consumables like welding electrodes, grinding wheels / discs etc which has specific prescribed life span shall not be used in any case if its expiry date is over.

- (30) Non-Sparking Non-Magnetic electrical hand tools and tool kits shall be used by Electrical contractor for safe use in areas where hazardous, flammable, or combustible vapors, liquids, dusts, or residues may be present in Gas Based power plant and list of tools and tackles shall be submitted with technical bid. Non-Sparking Non-Magnetic electrical hand tools and tool kits shall be checked by JE/DE before commencement of Electrical work.
- (31) Before using lifting machines / tackles (like C.P.Bs., Hook chooks, winch, forklift, mobile crane, EOT crane etc) & its attachments (like D-shackles, slings, U-clamps, Eye bolts or any fixtures), it shall be checked and used only if found safe to use. Also, ensure that these are tested, examined & certified in form no.10 by Competent Person as per the Factory act-1948 & Gujarat Factories Rules and its validity do not expire. Further, it shall be fixed properly and firmly prior to lifting the weight. Valid Test certificate of all Lifting machines used by Contractor to be submitted to Dy.Safety Officer/ Safety Officer before commencement of work through concerned EE/SE.
- (32) Metal Scaffoldings to be used for working at height shall be of adequate size & capacity. Obtain the work permit when working at height. While climbing on such scaffolding or working on any structure at height, use of full body safety belt /full body hardness with double lanyard & Fall arrestor & Helmet is compulsory. It is also necessary to fasten chinstraps of the helmet.
- (33) Contractor or their employee shall not interfere in day-to-day routine plant activities / works except the work assigned to them, shall not loiter in the areas other than their work jurisdiction, as well as shall not temper / operate / touch the machineries/equipments/auxiliaries with which they are not concerned. Also, the contractor shall strictly instruct their staff for not to sit or take rest at/near/below running plants, auxiliaries, systems or any place which is risky, hazardous & prone to accident.

- (34) The cylinders containing poisonous / toxic or inflammable / explosive gas like Oxygen, Acetylene, LPG, Hydrogen, Ammonia, Chlorine, CO<sub>2</sub> etc shall be handled safely taking due care. To handle / shift such cylinders a special trolley /cage meant for it must be used but in no case it should be rolled.
- (35) In Gas Based Power station/Hydrogen storage area /Hydro carbon fumes-vapour generated area, Spark arrestor (as per approved manufacturer of CCOE, Nagpur) shall be provided on each vehicle by party/agency and it will check by shift security in charge before entry of vehicles in the factory premises.
- (36) No women or young person shall be employed or permitted to work in Lead-compound area like battery room etc. as per schedule VI of GFR 1963.
- (37) No women or young person shall be allowed to clean, lubricate or adjust any part of a prime mover or of any transmission machinery while the prime mover or transmission machinery is in motion. Examination or operation of motion machinery shall be made or carried out only by a specially trained adult male worker wearing tight fitting clothing as per section 22 of factories act 1948.
- (38) In all risky job, before start the work, contractor should obtain General Safety Work Permit through concerned section from Shift –in-charge well in advance.
- (39) In case of noticing smoke or fire during their work execution, they shall make immediate efforts to extinguish / control it and simultaneously inform the Fire Station Mobile No as well as Station Fire Officer or Emergency Control room no which is displayed at prominent place of factory like Main Security Gate, All unit control room, Canteen area, Safe Assembly points, Fire Station, All security gates, Occupational Health Centre.
- (40) In case of any injury / accident while working, it shall immediately be reported to Safety Department through concerned Sectional Head / Engineer. The prescribed Form No. 21 & ANNEXURE may be obtained from concerned section or Dy.Safety Officer/Safety Officer.

In case of any electrical accident, it shall immediately be reported to Electrical Safety Officer through concern Sectional Head / Engineer. The prescribed **Electrical accident** form no. A as per electricity act-2003 & Form No. 21 & ANNEXURE as per Gujarat Factories rules shall be filled up by concern department JE/DE with written consent of contractor. The Form may be obtained from concerned Electrical section or Electrical Safety Officer. Electrical accident investigation shall be carried out by Electrical Safety Officer with Factory Manager.

After any reportable accident, Contract agency shall be submitted the fitness certificate of injured person with endorsement of GSECL factory Medical Officer to LWO/Dy.Safety Officer/Safety Officer/Electrical Safety Officer then after injured person may allow for work.

- (41) For any incident occurred but have no injury to any persons should also reported as per GSECL format and informed to Dy.Safety Officer/Safety Officer **as Near Miss Incident.**
- (42) Safety penalty shall be imposed against violations by contract workers: If any contract worker worked in a factory contravenes any provision of Factories act or any rules or orders made there under , imposing any duty or liability on workers, contractor/agency shall be punishable with fine which mentioned as under.

Sr. No.	Description of penalty	Amount
(i)	Work without PPEs	Rs.300/- per person
(ii)	Work without work Safety permit like working at height, confine space entry, hot work etc.	Rs.1000/- per day
(iii)	License of driver as per type of vehicles not registered.	Rs.750/- per person
(iv)	Welding work without flashback arrestor/double gauge regulator set	Rs.1000/- per set
(v)	Operate Portable power tool without ELCB	Rs.1000/-per equipment
(vi)	Work without qualified Supervisor as per nature of job like mechanical, electrical, civil, C&I, chemical etc.	Rs.1000/-per day
(vii)	Work without SOP & JSA	Rs.2000/-per day
(viii)	Work without test report of lifting machines / tackles (like C.P.Bs., Hook chooks, winch, forklift, mobile crane, EOT crane etc) & its attachments (like D-shackles, slings, U-clamps, Eye bolts or any fixtures) in Form No.10 of Gujarat Factories Rules, 1963	Rs.2000/- per equipment
(ix)	Work without Double lynyer Safety belt during working at Height work, work without anchoring in hook/line line	Rs.3000/-per person
(x)	Work without 24 Volt supply in Confine space area	Rs.3000/-per person
(xi)	<ol> <li>Grinding machine used without safety guard/ machine guard</li> <li>unsafe welding machine like open body, knob without insulation, connection without lug</li> <li>Damaged welding cables/gas pipelines</li> <li>Welding work doing without welding blanket</li> <li>electrical supply without 3 pin plug/Industrial Plug,</li> <li>use of damaged electrical wire for lighting/equipments</li> <li>use of lighting lamp without cage,</li> <li>use of open halogen tube,</li> <li>use of damaged PPEs/use of non-standard PPEs</li> <li>Unsafe lifting and handling of gas cylinders.</li> <li>Cylinders handling without safety cap.</li> <li>Temporary connection without ELCB, etc.</li> </ol>	Rs.500/- per equipment / per set

During plant visit/supervision of **concern JE/DE/EE**, **SE**, Safety Officer/Dy.Safety Officer, Electrical Safety Officer, Factory Manager, If they will observed any safety violations as per CO circular/statutory requirements then they must impose Safety Penalty through office note directly against contract workers/ contract agency and Office Note process through proper channel to concern Sectional head and Account head for recovery purpose. Photograph/CCTV footage is to be put up with penalty note by imposing officer.

- (43) Party will damage any fire equipments or property or machinery in factory during execution of work, total damage cost will be recovered from party RA bill and recovery Office note put up by concern HOD.
- (44) All the relevant labour and industrial laws shall also be followed compulsorily.

- (45) After completion of work, cotton waste, grease, oil, unused material, welding rod pieces, scrap etc. are to be removed by contractor and scrap shall be deposited to scrap yard of Main Store.
- (46) For performance evaluation of contractor, safety factors of work accident, fire incident & near miss accident will be considered. Steps can be taken to review the job assignment up to cancellation for negligence.
- (47) Over & above these, contractor shall have to follow all the safety requirements /rules & regulations / norms and legal provisions laid down in various statutes. Particularly the provisions of The Factories Act-1948 & the Gujarat State Factories Rules-1963 (Amended up to date), The Electricity Act-2003 & rules, BOCW Act/Rules shall be followed strictly. The contractor shall also obey the rules / regulations / instructions of the local Competent Authority for safety & health requirements.
- (48) The above rules shall be scrupulously followed and where required, Contractor /contractor workers may contact to the Dy.Safety Officer/Safety Officer/Electrical Safety Officer in case of any ambiguity or needs further guidance in this regard.

Addl. Chief Engineer (Gen.) GSECL, BLTPS, Padva.