

Dated: 02.11.2021

Last date of bid submission is 10.11.2021

CALL FOR PROPOSAL FOR SUPPLY OF FLY ASH TO CEMENT INDUSTRY

Lanco Amarkantak Power Ltd., ("LAPL") is looking for strategic and long-term association with from Cement Manufacturing Company (s) for lifting of fly ash in closed bulkers (transportation of ASH) offered under road mode from LAPL silo on a cost sharing (freight subsidized) basis.

INVITATION TO PROPOSAL AND INSTRUCTIONS TO PROPOSALS

- 1. The Bid should be unconditional acceptance to the terms as contained in the Proposal.
- 2. No over-writings or correction shall be accepted unless authenticated with signature.
- 3. All, Communication, correspondence in relation to Proposal Should be addressed to:

Manager (C&M)

Lanco Amarkantak Power Limited

Administrative Block, Village- Patadi, Post office – Tilkeja, Korba, 495674 Mob. No – 8966905271

Email: sandeep.kp@lancogroup.com

*This document is a can be amended at the discretion of LAPL (if needed).

Fax: 0124 - 4741024

Phone: 040 - 40090400 Fax: 040 - 23116127





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'LANCO HOUSE', Plot No: 4, Software Units Layout Hitech City, Madhapur, Hyderabad – 500 081 Phone: 040 - 40090400

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1. INTRODUCTION

LANCO AMARKANTAK POWER LIMITED ("hereinafter referred to as "LAPL" or "Company"), is located near Pathadi Village on Korba-Champa State Highway in Chhattisgarh, is a coal fired thermal power plant with capacity of 600 MW (2 x 300 MW).

The Company is undergoing Corporate Insolvency Resolution Process (CIRP) as per Hon'ble NCLT (Hyderabad Bench) order dated 05th September 2019.

2. SCOPE OF WORK

LAPL is inviting proposals from Cement Manufacturing Company (s) ("hereinafter referred to as "vendors) for lifting of fly ash (hereinafter referred as "ash") in road mode from LAPL silo as per the notifications issued by MOEF & CC (as amended from time to time):-

Transportation: Nuisance free and pollution free transportation should be the main motto of transportation of ash in leak proof covered bulkers from LAPL to the cement plants.

- 1. Fly ash will be provided from LAPL silo at free of cost with a freight subsidy basis.
- 2. For lifting of fly ash, transportation and its liability (charges of fuel, oils, operators, helpers and bulker's maintenance) will be in the scope of vendors.
- 3. The agreed freight subsidy will remain firm & fixed for the entire contract period and not subject to any variation on any account.
- 4. The body of the vehicle engaged for transportation shall be perfectly leak proof.
- 5. There will be no consideration for idle and escalation charges during the contract period.
- 6. The vendor will be responsible for any environmental damage—during ash transportation. Vendor shall arrange to address and rectify the damage at their cost.
- 7. The fly ash is supplied only for the purpose of Cement production only. Vendor cannot utilize the ash for any other purpose.
- 8. All statutory requirements as per the factory norms are in the scope of vendor.
- 9. LAPL will endeavor to update the vendor about any change in legal requirements for loading / transportation / unloading / etc. of ash. However, it is the responsibility of the vendor to keep themselves updated about all the existing and latest environmental rules / guidelines / notifications for ash loading / transportation / unloading / etc. and LAPL shall not be held responsible in case vendor performs any non-compliance in this regard. Any penalties/case arises or cost levied to LAPL due to non-compliance in this regard will be in the scope of Cement manufacturing company only. The cost of the same will be borne by the Cement Manufacturing or recovered from their running bill/final bill or from retention money.
- 10. Ash to be transported properly in covered bulkers and there shall be no spillage during transportation. Cleaning of ash spillage from roads inside/outside plant will be in scope of vendor.
- 11. Ash to be transported according to designed carrying capacity of bulkers.
- 12. Both Tare and Gross weighment of bulkers to be done at LAPL weighbridge.
- 13. Ash is to be unloaded at vendors designated place only.
- 14. Safe loading and unloading will be in the scope of vendor.

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- 15. All the required safety measures & PPEs, at the loading & unloading area and during transportation are in the scope of vendor.
- 16. Contract period shall be mentioned in wok order and the work should be carried as per the instruction of LAPL's engineer In Charge (EIC).
- 17. The safety, statutory & environmental requirement are in the scope of vendor.
- 18. This shall not be a lump sum contract; payment shall be made based on actual lifting qty however rate shall be firm till the contract period.

Guidelines for Transportation of Ash:-

- Vendor has to comply all the applicable statutory requirements.
- All liasoning work including requirement to obtain approvals/NOC from statutory bodies shall be in Vendor scope. LAPL shall provide necessary documentation support only (if required).
- LAPL EIC shall certify the monthly quantity lifted by vendor as per LAPL weighbridge report. Further only LAPL weigh bridge report shall be considered for all commercial purposes.
- The Vendor shall ensure compliance of all the rules and regulation under latest Motor Vehicle Act for the transportation under this contract. LAPL shall not be responsible for any non-compliance of the rules. The Vendor shall indemnify LAPL against all and any actions which may arise out of such non-compliance.
- Leak proof Bulkers are to be engaged for transportation of ash to cement plants.
- Bulkers arranged for ash transportation will be inspected initially by LAPL Security persons, if found unfit vehicle, as per LAPL vehicle safety guidelines, will be banned for entry.
- RTO, Tax, Insurance will be in scope of Vendor.
- Penalty will be levied if any LAPL property is found damaged during the ash disposal.
- In case of any spillage enroute during transportation of ash, the vendor shall ensure that spilled ash is collected and transported to the disposal/usage site immediately.
- The speed limit of vehicles carrying ash should be strictly enforced and it should not exceed 20 km per hour inside the plant.
- The Vendor shall not resell the ash lifted from LAPL or include in any profit making venture from the same and dispose of ash as per agreed terms.
- For any incident due to mishandling or faulty operation of the vendor/ vendor's workers, such Vendor will be fully responsible.
- Ensure that the vehicles which will be entering the plant should have proper gate pass and staff should carry valid gate passes.
- Work will be carried out as per mutually agreed SOP / Work Order.
- The bulkers should not carry beyond the maximum designed capacity.
- Proper managed TAT to avoid accumulation of bulker & road blockage
- Loading shall be done on 24X7 basis on all days of the week.
- The vendor shall particularly take care of all types of required coordination with local government authorities etc. for ensuring smooth progress of the work.
- For any theft of vendor/vendor's materials from inside or outside the plant premises, the vendor will be responsible.
- Ensure 100% safety induction for all divers, Supervisors and operators.
- Ensure 100% PPEs Compliances (Like-Safety helmet, Dust mask, Safety shoe, hand gloves, Safety reflective jackets, Reflecting tap etc.).
- Ensure all filed bulkers shunt to be closed properly.

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- All legal compliances related to vehicles to be fulfilled and all documents submitted before commencement of the job.
- Risk assessment to be done for vehicle movement.
- Illumination to be ensured at loading area and roadside.
- Daily vehicle inspection to be ensured for identification of the Vehicle healthiness for rectification.
- Use of Mobile phones while driving and loading of the ash is banned.
- Vehicle safety devices like horn, back horn and lights inventory to be maintained by the vendors

3. QUALIFICATION REQUIREMENTS

Bidders must have "Running Cement Manufacturing plant". Bidder may authorize another agency in their BID for lifting the ash but all the liabilities stipulated in the contract will have to be unconditionally borne by Bidder only. It is expressly agreed that bidder can utilize the fly ash only for the purpose of cement manufacturing

4. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of Bids, the LAPL may amend the Bid documents, at his sole discretion, by issuing Addendum. Addendum may also cover the queries raised and the responses given. Addendum shall be uploaded on our website http://lancogroup.com it shall be the responsibility of bidders to regularly visit the website for checking for amendments (if any).

NOTE: Bidder to visit LAPL website http://lancogroup.com/DynTestform.aspx?pageid=20 at regular intervals to have online update about this proposal.

5. BID PRICES

- Unless explicitly stated otherwise in the Bidding Documents, the contract shall be for the entire Scope of Work, described in this proposal. Prices shall be submitted as per table in **Annexure A**Price schedule.
- Price shall be quoted in Indian Rupees only.
- Bid price shall be inclusive of all taxes, levies, cess and duties etc. except GST (on the invoice value as applicable on the date of invoice).
- **↓** LAPL shall deduct applicable taxes at source (TDS) as per statutory requirements.
- Bids must be submitted solely based on the Bidding Documents and must be free of any qualifying statements.
- Bidder shall submit offers that comply with the requirements of the Bid Document.

6. **BID VALIDITY**

The Bid shall remain valid for acceptance for a period of 45 days from the last date of bid submission or as requested by LAPL for further extension.

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7. CONTRACT PERIOD

Contract period shall be one year from date of award of the work order

8. SUBMISSION OF BIDS: - Through E-mail only

Manager (C&M)

Lanco Amarkantak Power Limited

Administrative Block, Village- Patadi, Post office - Tilkeja, Korba, 495674 Mob. No - 8966905271

Email: sandeep.kp@lancogroup.com

9. DEADLINE FOR SUBMISSION OF BIDS

The completed bid shall be submitted at the office of LAPL, no later than date and time indicated in the bidding document/ its amendments.

The LAPL may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of Clarification/Bids by issuing an Addendum, in which case all rights and obligations of the LAPL and the Bidders subject to the original dead line will thereafter be subject to the deadline as extended.

LATE BIDS 10.

Any bid received by the LAPL after the prescribed or extended deadline for submission of bids will not be considered for opening & evaluation.

11. **BID EVALUATION**

The LAPL will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether bids are generally in order.

12. PROCESS TO BE CONFIDENTIAL

- Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- II. Any effort by a bidder to influence the LAPL in the process of examination, clarification, evaluation and comparison of bids or in decisions concerning the award of contract may result in the rejection of the bidder's bid and may also lead to "black listing" of the bidder and all existing successful bids in hand, if any, shall be deemed to be cancelled.

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Project Office: Village: Pathadi, P.O: Tilkeja. Dist - Korba, Chattisgarh - 495 674 Phone: 07759 -279938

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13. CLARIFICATION OF BIDS SUBMITTED BY BIDDER

To assist in the examination, evaluation and comparison of bids, the LAPL may ask bidders individually for clarification of their bids, including breakdowns of prices. Requests for clarification and the response shall be in writing or e-mail.

14. CORRECTION OF ERRORS

- 14.1 Bids will be checked by the LAPL for any arithmetical errors in computation and summation. Errors will be corrected by the LAPL as follows:
 - a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the LAPL there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 14.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

15. AWARD CRITERIA

The LAPL will award the contract to the bidder whose bid has been determined to be in line with the bid Documents and who has offered the competitive price, provided further that the bidder has the capability and resources to carry out the contract effectively.

16. LAPL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding anything contained in the proposal, LAPL reserves the right to accept any proposal in full or part considered advantageous to the LAPL irrespective of whether it is lowest or not, without assigning any reason whatsoever. Further, the LAPL reserves the right to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the LAPL's action.

17. NOTIFICATION OF AWARD

- I. Prior to the expiration of the period of bid validity prescribed by the LAPL, the LAPL will notify the successful bidder by e-mail, that his bid has been accepted.
- II. The notification of award will constitute the formation of the Contract.

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18. SIGNING OF AGREEMENT

The agreement shall be executed within 3 (three) week from the date of issue of Letter of Award.

19. CRITICAL DATES FOR BIDDING PROCESS:

S. No	Description	Date
1	Last date for submission of Bid (Through E-mail only)	10 Nov-2021

Timelines mentioned above are indicative and are subject to change at the discretion of LAPL. LAPL reserves the right to amend the above schedule or modify/cancel the bid process at its own discretion. The successful bidder shall not be entitled to any loss / claim / damage arising out of or related to the amendment / modification / change in the abovementioned schedule. All expenses in relation to Bidding to be borne by the Bidder.

All communication with LAPL for bidding process shall be done with below email: -sandeep.kp@lancogroup.com

20. INDEMNITY

Vendor shall keep LAPL indemnified from all liabilities resulting out of this contract and act of Vendor workman, including but not limited to taxes & duties, damages, penalties, fines, punitive measures, lawyer fees etc. of whatever nature due to non-compliance by vendor in his scope of the applicable statutory laws, rules, notifications etc.

21. TERMINATION CLAUSE

For reasons covered elsewhere in this contract document including non-performance/ continuous poor performance under the contract, if the contract is to be terminated, 10 (Ten) days' prior notice shall be given by LAPL. In such eventuality, the Security Deposits and Outstanding payments, if any may also be forfeited at sole discretion of LAPL. Further, the balance work shall be done by any other means at Vendor cost and risk. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from Vendor's security deposit or any dues of this contract or any other contract that the Vendor may have taken in LAPL.

However, if the Vendor desired to quit the contract, he will have to give at least One month's notice AND SHALL SUBMIT ALL CLAIMS/BILLS FOR WORK DONE WITHIN 15 DAYS FOR SETTLEMENT OF THE ACCOUNTS.)

22. ENCLOSURES

The following enclosures are part of proposals. In case of inconsistency, this proposal

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document supersedes the General Terms and Conditions for Services, Safety Guidelines, Special Safety Guidelines and Vendor Safety Management.

ANNEXURE I - GENERAL TERMS AND CONDITIONS

ANNEXURE II - SAFETY GUIDELINES

ANNEXURE III - SPECIAL SAFETY GUIDELINES

ANNEXURE IV - VENDOR SAFETY MANAGEMENT

ANNEXURE V - NOTIFICATION FOR FORM - 21 ISSUED BY GOVERNMENT OF

CHHATTISGARH.

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<< To be submitted on the letter head of the company submitting the bid>>

ANNEXURE A – PRICE SCHEDULE

Price bid to be submitted by bidders in the attached format

✓ Transportation of Ash from LAPL silo:-

SL No	Item Description	Total quantity in MT (Approx)*	Rate /MT
1	Transportation of Ash - from LAPL silo		

^{*} Vendor shall also provide estimated quantity to be lifted on daily average basis

1)Payment terms: -

- 2) Fortnightly invoices shall be raised by vendor.
- 3) 100% payment shall be made and payment shall be released within 15 days after submission of Tax Invoice with all respect including land/mine owner's consent/permission letter.
- 4) **Incentives** will be applicable if vendor monthly average lifting quantity is higher than 20% of monthly average agreed lifting quantity. Qty and incentive to be defined by LAPL & not by vendor
- 5) Price mentioned in Price schedule 1 shall be inclusive of all taxes, levies, cess and duties etc. except GST (on the Invoice value as applicable on the date of invoice). GST shall be paid by LAPL in reverse charge mechanism at applicable rates.
- 6)Mobilization: Sufficient Bulkers must deploy to ensure daily average quantity is lifted.

7) **Deductions and Penalties:**

- i) LAPL shall be entitled to recover from vendor's bills all cost, damages, expenses which may have to incur or become liable to incur <u>as a result of vendor's negligence</u> or any other action that may
- ii) originate such cost, charges, expenses etc.
- iii) In case vendor's bill amount is not adequate to cover such recovery amount the balance shall be deducted from any sum which may become due to vendor at any time thereafter under this or any other contract vendor may have with us. Should this sum also not be sufficient to cover the full amount recoverable, then we reserve our right to recover the same as remedies available under the law.
- iv) The Vendor shall be solely responsible for any loss or damage to LAPL property during the currency of this contract due to negligence, fraud etc. on the part of their personnel and will be liable to make the damages in good condition. In case of any LAPL material is lost or damaged during execution of work due to Vendor negligence or wrong workmanship, the cost of the same as per prevailing market rate plus departmental expenses shall be recovered from Vendor bills / security deposit amount.
- v) For any accident due to the negligence of the vendor/ vendor's deployed agencies/workers or sub vendors, following penalties shall be levied.
 - i. For fatal accident Rs. To be decided by LAPL/-
 - ii. For reportable accident (Permanent disability) Rs... To be decided by LAPL /-
- vi) If any dispute arises due to ash dumping other than the specified areas without permission of



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vii) LAPL Engineer in charge, then the vendor will be liable for penalty by LAPL for twice the value viii) of expenses for handling the situation.

8) Others:

- a. **PPE**: All PPEs required for the job shall be in scope of vendor.
- b. **Insurance**: Insurance of vendor's material, machinery and manpower will be in scope of vendor.
- c. **Work Permit**: For the carrying out all works involving gas cutting, relevant permits shall be obtained as per LAPL's permit process. Only industrial gas cylinders shall be used and required.
- d. **Completeness**: All the resources required and jobs to be executed for completion of work as per the contract shall be arranged by vendor.
- e. **Security**: The security of the material, machinery and tools will be in the scope of vendor and LAPL shall not be responsible for any theft or loss of any material.
- f. **Boarding & Lodging**: Boarding and lodging of manpower supplied by vendor for completion of job shall be in scope of vendor.
- g. **Transportation**: Transportation of manpower, material and machinery required for the completion of work shall be in scope of vendor



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<< To be submitted on the letter head of the company submitting the bid>>

SCHEDULE -1

SCHEDULE OF DEVIATIONS in bid

The bidder clause by clause in this schedule shall fill in all deviations from the above Instructions to Bidders.

SL. No	Clause No	Deviation taken	

The bidder hereby certifies that the above mentioned are the only deviations from the LAPL's Instructions to Bidders.
SIGNATURE
COMPANY SEAL
NAME
COMPANY
DESIGNATION
DATE

Annexure - I General Terms and conditions

- Acknowledgment of this order must be sent to us within 7 days from the date of order, failing which shall be deemed that the order has been accepted by the contractor in full.
- 2. The order no and date should be guoted in all correspondences and invoices.
- 3. The contractor shall arrange to obtain valid permission for his equipment's from the concerned authorities.
- 4. The contractor shall obtain Labor License (from Labor department) and Insurance coverage of Laborers engaged as and when needed.
- 5. The contractor shall obtain authority/license designed in this behalf under any applicable law regulations for carrying out Electrical works and observe all terms and conditions of the said authorization/ license
- 6. The persons below the age of 18 years shall not be deployed on the work.
- 7. No children of the workers will be allowed inside the plant.
- 8. The contractor will have to follow all rules and regulation pertaining to payment of minimum wages Act as notified by the C.G. Govt. applicable for project site, dist-KORBA (C.G.). He shall also be responsible for observance of Labour regulations in respect of Labour welfare.
- 9. In case the department receives any complaint from the workers regarding non-payment of the wages, the amount to the workers will be paid and recovered from the contractor bills along with inconvenience charges at the rate of 5% of such wages.
- 10. Contractor has to observe all formalities as per PF Act. Documentary evidence towards compliance of Act. Shall be furnished regularly to Lanco by contractor.
- 11. The contractor shall be liable to comply with provisions under the various labour legislation's. Besides other obligations under the labour legislations he is required to ensure payment of minimum wages under the minimum wages Act. Grant of leave as per the notification of Chief Labour Commissioner, Provident Fund under the Provident Fund Act. Maternity leave under Maternity Benefit Action against all claims damages compensations on account of his failure to comply with statutory provisions.
- The contractor shall also be liable for other statutory obligations (not mentioned herein) which may rise on account of this contract.
- 13. It would be the responsibility of the contractor to give weekly off and other holidays to their employees as per law in force.
- 14. The contractor shall submit medical fitness certificate valid for 1 year, on yearly basis for the persons deployed by him as per form 21 in soft and hard copy.
- 15. The contractor shall at no additional cost to Lanco be responsible for the replacement of any member of his personal failing sick, proceeding on leave, or otherwise absent.
- 16. Contractor shall indemnify & keep the Lanco indemnified from & against all claims, demands, actions, suits & proceedings with regard to this contract.
- 17. The contractor shall compulsorily provide personal protective equipment's (PPEs) to his employees & in the event of his not providing the same by date specified by EIC or as mentioned in contract, it will be provided by LANCO at

- contractors risk & cost. The cost of such PPEs provided by LANCO shall be recovered from contractor's bills at 'Double rates' as a measure of penalty.
- Liquidated Damages: Time is the essence of the contract. In case of delay in completion period/delivery of items / equipments as per delivery schedule due to any reasons expect specifically attributed to buyer, liquidated damages shall be levied @ 0.5% per week of delay or part thereof of the order value for the undelivered quantities after allowing a grace period of 7 days, subject to maximum of 5% of the order value or to cancel the order and to complete the job/work from alternative source at the risk and cost of the supplier/contractor.
- 19. All necessary personal safety equipment as considered adequate by the engineer-in-charge or the safety officer of LANCO should be made available at contractor's cost for use by the persons employed on the site and be maintained in a condition suitable for immediate use. The contractor should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.
- 20. The Contractor and his personal shall undergo site induction on safety training before start of the work.
- In case the contractor fails to comply with the safety requirement, a penalty shall he imposed As per LAPL Safety Management (Contractor Safety Management) guide line annexure –III. LAPL is seriously monitoring the LAPL safety management guide line and lapses shall be viewed seriously and each lapses shall attract LD recovery of Rs 1000/- and implementer shall be safety officer LAPL.
- 22. The contractor and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life or damage to LANCO's property. Contractor shall be fully responsible for accident occurred in the absence safety conditions mentioned herein & informed by EIC time to time. Contractor shall also take insurance cover for workmen compensation for the workers employed by him at his own cost.
- 23. No man/material/equipment shall be permitted within the power station area with out valid gate pass and no material/equipment shall be permitted to be taking out of the power station unless authorized by concerned authority. The contractor shall be held fully responsible for any delays/losses/damages that may result consequent on any lapses that may occur on the part of his employees in this regard.
- 24. Carrying / striking of matches, lighters or smoking or other acts which may cause fire hazards in the restricted area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant/storage areas etc. is strictly prohibited.
- 25. In the prescribed areas of power station no hot work such as welding, gas cutting etc. which may cause fire hazards shall be carried cut unless valid gas safety/fire permit is obtained from the engineer-in-charge and necessary precautions are taken to avoid any risk of fire hazards.
- 26. The rates shall remain firm during the currency of contract including extension granted, if any, and no escalation is payables on any account, if not specifically mentioned otherwise.
- 27. The contractor has to make his own arrangement for T&P safety appliances and consumable required for the above job if not specifically mentioned otherwise.

- The work shall be executed as per the direction and to the satisfaction of the engineer-in-charge which shall be firm and binding on all matters.
- 29. If the contractor fails to deploy required nos. of labour as per the terms of contract, then recovery @ double wages shall be affected for no. of labour less that the specified requirement, if not specifically mentioned otherwise.
- 30. Quantity indicated against each item is tentative. LANCO may decide to abandon or reduce the scope of work for any reason whatsoever and hence may not require the whole or any part of the works to be carried out. The engineer- in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise. LANCO reserves the right to terminate the contract at any time without notice if the work is found unsatisfactory and also get the work done through any contractor at the risk and costs of the contractor.
- 31. The contractor shall not sublet, transfer or assign any part or full work of this award without prior written permission of LANCO.
- In case of any conflict amongst the various drawings and other tender documents, the decision of the execution-in-charge shall be final and binding. If any dispute or difference of any kind whatsoever shall arise between the LANCO and the contractor arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Director LAPL or any Officer duly authorized by him in this behalf and the decision of the arbitrator shall be final and binding on the parties. Any dispute shall be subject to exclusive jurisdiction of State courts.
- 33. All materials, which are to be used at site of work, shall be confirming to relevant IS code and samples should be got approved from Execution-in-charge prior to use.
- 34. The detailed program of work shall be drawn by successfully tenderer to whom the contract will be awarded and submitted to execution-in-charge, who shall also have the right to alter the program if required.
- 35. The contractor shall on the request of execution-in-charge, immediately dismiss from the work, any person employed thereon, who may, in the opinion of execution-in-charge be incompetent or mis-conducts himself and such person shall not be employed in future without written permission of the execution-in-charge.
- 36. No complaints from contractor's workmen with regard to nature of work entrusted or place of work will be entertained.
- 37. If no inspection the work progress by the contractor is found un-satisfactory, then on instruction of execution-in-charge, contractor will engage additional no. of labour for specific period for aforsed work, without any extra cost.
- 38. The contractor or his authorized representative shall be available at plant site daily for receiving necessary instructions from execution-in-charge and to carry out the work accordingly.
- 39. The contractor should note that the labour under their control will be working in the vicinity of running equipment's and they should give proper instruction to all the workers under the control to be careful to avoid any accidents.
- 40. The material those are issued to contractor, reconciliation of these will be done on regular basis, periodically, (preferably quarterly) by EIC. The agencies have to produce necessary documents for the same.

- The contractor shall deploy his own employees for the job to be undertaken under this contract.
- During the course of validity period of contract, LANCO may assign the said contract to any other Contractor, and said Contractor, being the assignee shall operate the contract and engagement for the purpose of execution, supervision, payment, extension/renewal etc. on the same terms and conditions of the contract, and the contractor shall have no right to raise any objection, whatsoever on assignment of the contract by LANCO as referred to above.
- 43. All the contractors have to produce income tax clearance certificate from the Income Tax. Those contractors whose income is not taxable will be required to give and affidavit of their income on the prescribed form.
- 44. Income tax at the prevailing rate, on gross amount billed, shall be deducted from contractor's bills as per relevant provisions of Income tax Act. Contractor shall be fully & exclusively liable for all the sales tax, duties, octroi, royalty & any other statutory taxes, levies etc. now in force & hereafter increased, imposed or modified in respect of works & material by central & state government authorities.
- 45. Contractor shall be liable to comply with provisions under the various labour legislations as detailed below. 1) Contract Labour (Regulation & Abolition) Act, 1970 a) Labour License b) Maintenance of Registers i)Register of Workmen (Form-XIII) ii)Employment Card (Form-XIV) iii)Wage Register (Form-XVII) iv)Mustor Roll (Form-XVIII) v)Wage Slip (Form-XIX) vi)Register of Deduction (Form-XX) vii)Register of Fines (Form-XXI) viii)Register of Advance (Form-XXII) ix) Register of OT (Form-XXIII) x) Half-yearly Returns (Form-XXIV) xi) Leave Register xii) Safety Register 2) Minimum Wages Act, 1948 3) Employee's Provident Fund (Misc.Prov.) Act, 1952 4) Maternity Benefit Act, 1961 5) Workmen's Compensation Act, 1923 6) Inter State Migrant Workmen (Reg. of Empl. & Cond.of serv.) Act, 1979 7) Factories Act, 1948 8) other statutory obligations as may be required from time to time.
- 46. The contractor has to submit the photocopies of PAN card, sales tax registration & Service tax registration certificates before starting the work.

SAFETY GUIDELINES

The contractor shall provide Personal Protective Equipments (like helmet, shoes, safety glass, nose mask and earplug etc.) as required to all his workmen strictly otherwise they will not be allowed to work.

Standard of personal protective equipments to be provided by the Contractor to their employees are indicated below.

- 1. HDPE/ABS Safety Helmet conforming to BIS 2925 and preferably fitted with inner strap of nylon webbing and 4/6 point suspension. Adjustable chin strap and ratchet both together ensures good grip on head while using. Sweat band of good quality having adequate absorbing capacity gives comfort to user for prolonged use at work area. Both the features should be available in Safety helmet and that must be ensured before issue.
- 2. Safety shoes conforming to required BIS
- 3. Dust mask conforming to required BIS
- 4. Full body Harness along with Lifeline and fall arrestor conforming to standards.
- 5. Optically correct Safety glasses conforming to standard. Lightweight safety glasses with side shield to protect against wind & ultraviolet ray with adjustable side arms for personalized fit.
- 6.1 Ear muff conforming IS: 6229
- 6.2 Ear plug or Ear seal (Unique closed cell polyester from smooth tapered surface similar to ear canal swells slowly to fit individual Ear canal.) (Any one item out of three types of ear protection device should be issued)
- 7. Flame-Water-Oil-Acids & alkali resistant work wear (made of 100% cotton fabric)
- 8. Safety gloves of Kevlar or equivalent (high temp. resistance)
- 9. Face shield (conforming IS: 8521 part I type-I)
- 10. Electrical hand gloves 440v & 33 KV conforming IS: 4770 or equivalent
- 11. Hand gloves for chemical laboratory made from pure latex Acid and Alkali proof
- 12. Hand gloves for concentrated chemicals made from superior PVC inside cotton reinforce for better grip
- 13. Split chrome leather hand gloves for handling rough object.
- 14. Canvas hand gloves for handling smooth object & doing light work with it.
- 15. Flip up goggles with stationery frame fitted with ophthalmic grade zero power toughened lens and fitting frame, Blue lens for furnace, Green shade No.4 for gas cutting, dark green No.11 for glasses for ARC welding whenever is required.
- 16. Panoramic type safety goggles for acid & alkali whenever is required.

Contractor shall ensure proper use of personal protective equipment by their workmen and supervisor on duty. Before issue of the above PPEs depending on the need of the area of work the sample of the same must be provided to LANCO, Safety Officer for inspection & approval.

The Contractor shall be issued entry pass for their employees after due verification of the quality of the standard PPEs and imparting necessary safety induction training in advance by Safety Officer, LANCO.

- None of the Contractor's employees shall be allowed inside the plant premises without valid gate pass, safety shoes, and helmet.
- Contractor shall ensure that all his employees use proper PPEs inside the plant premises as per the work & site requirement.
- During the course of execution of the work the contractor must ensure use of appropriate tested tools by their workmen. Safe working practice must strictly be followed, e.g. use of proper plug & socket for electrical connections, right size & standard spanner, right capacity and tested lifting & pulling equipment
- The Contractor must ensure tidiness of the work place during & after completion of the work.
- In case of any doubt relating to safety guidelines, the Contractor should seek advice of Engineer-in-charge / Safety Officer immediately for clarification.
- The contractor must provide adequate first aid boxes at different locations and maintain a register to this
 effect
- The contractor should follow proper fire fighting procedure while executing the work.
- The contractor must provide proper barricades for excavations & other hazardous areas with proper marking even during nighttime.
- The contractor should use proper & safe scaffoldings wherever required.
- The contractor should take utmost care & precaution while handling inflammable gases, compressed gases & explosives.
- Proper hand trolleys should be provided for gas cylinder handling.
- It is recommended to provide flash back arrester on all the gas cutting sets (On Cylinder side and torch side) to avoid back fire.
- Double pressure gauge should be provided on the regulator to know and Control the cylinder pressure and pressure at the cutting torch.
- Preferably D.A. cylinder should be used.
- The persons working on gas cutting should be provided with safety goggles and safety hand gloves.
- It should be ensured that everybody working at height should anchor the Knob/hook of full body harness to a rigid support above D`ring of the belt. If there is no provision for anchoring, then it should be made.
- It is recommended to use safety net in the areas where lot of material Handling is being done and people
 are working below
- It must be ensured to barricade the area where the material is being lifted at height.

- The contractor should use proper fall protection equipments while working at height and guard the bottom area.
- The contractor should not use any non-standard ladder inside Plant premises.
- The contractor should use proper electrical & lifting tools having periodic testing & inspection.
- The contractor should follow Plant PTW procedure. Before starting any work the contractor \ should obtain the required clearance from the concerned authority.
- The contractor should follow all safety standards, codes, rules, regulations & acts as in force.
- The contractor must engage only experienced and qualified manpower to prevent any safety lapses during
 execution of the work.
- 17. The contractor shall compulsorily provide personal protective equipment's (PPEs) to his employees & in the event of his not providing the same by date specified by EIC or as mentioned in contract, it will be provided by LANCO at contractors risk & cost. The cost of such PPEs provided by LANCO shall be recovered from contractor's bills at 'Double rates' as a measure of penalty.
- 18. All necessary personal safety equipment as considered adequate by the engineer-in-charge or the safety officer of LANCO should be made available at contractor's cost for use by the persons employed on the site and be maintained in a condition suitable for immediate use. The contractor should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.
- 19. The contractor and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life or damage to LANCO's property. Contractor shall be fully responsible for accident occurred in the absence safety conditions mentioned herein & informed by EIC time to time. Contractor shall also take insurance cover for workmen compensation for the workers employed by him at his own cost.
- 20. The contractor has to make his own arrangement for T&P safety appliances and consumable required for the above job if not specifically mentioned otherwise.
- 21. PRE-EMPLOYEMENT MEDICAL CHECK-UP

Contractor shall arrange for medical checkup of all employees before employment and shall ensure that no person with any of the following diseases is employed by him at the LANCO site.

- Epilepsy
- · Colour blindness/Night blindness
- Deafness

Eye-sight of the employees in the following category shall be examined every six months.

- Crane operators
- LMV/HGV drivers
- Heavy earth moving equipment operators.

Records of such medical checkup shall be maintained and made available by contractor for inspection of LANCO at any time.

ANNEXURE - III

SPECIAL SAFETY GUIDELINES

SITE SAFETY DISCIPLINE

- A. THE CONTRACTOR SHALL MAINTAIN STRICT DISCIPLINE ON SAFETY MATTERS WHILE PERFORMING WORKS AT PROJECT SITE. THE CONTRACTOR SHALL ADHERE TO THE FOLLOWINGS:
- SMOKING IS STRICTLY PROHIBITED INSIDE THE SITE. WORKERS THOSE WHO NEED TO SMOKE SHALL REACH TO
 THE SMOKING AREAS LIKE CANTEEN ETC.
- PHYSICAL FITNESS OF WORKMEN TO UNDERTAKE DANGEROUS OPERATIONS SUCH AS WORKING AT HEIGHT, CRANE OPERATION ETC. SHALL BE ENSURED BEFORE ENGAGING THE PERSON ON WORK.
- ALL PERSONNEL WORKING AT OR IN EXCESS OF TWO-METER HEIGHT (FROM WHERE THEY ARE LIKELY TO FALL)
 SHALL WEAR A FULL BODY SAFETY HARNESS ANCHORED TO Λ FIRM SUPPORT.
- ALL EXCAVATIONS SHALL BE BARRICADED USING MS PIPES, CLAMPS AND REFLECTIVE TAPES.
- ADEQUATE ILLUMINATION AT WORK PLACES SHALL BE ENSURED IN ADVANCE IF PLANNING TO UNDERTAKE JOB AT NIGHT.
- THE WORKER'S MINIMUM AGE SHALL BE 18 YEARS, NO CHILD LABOUR SHALL BE EMPLOYED
- ALL DANGEROUS MOVING PARTS OF THE PORTABLE/FIXED MACHINERY BROUGHT BY THE CONTRACTOR SHALL BE ADEQUATELY GUARDED.
- PILLING ZONES, ERECTION ZONES AND DISMANTLING ZONE SHALL BE BARRICADED AND NOBODY SHALL BE ALLOWED TO STAND UNDER SUSPENDED LOADS.
- HORSEPLAY IS STRICTLY PROHIBITED AT WORKPLACES.
- MATERIAL SHALL NOT BE THROWN TO AND FROM HEIGHTS; PROPER AND SAFE MEANS OF SHIFTING SHALL BE EMPLOYED.
- ONLY LICENSED ELECTRICIANS ARE ALLOWED TO CARRY OUT ELECTRICAL CONNECTIONS, REPAIRS ON ELECTRICAL EQUIPMENT
- OR OTHER IOBS RELATED THERETO.
- INSERTING OF BARE WIRES FOR TAPPING THE POWER FROM ELECTRICAL SOCKETS IS STRICTLY PROHIBITED.
- ALL THE DISTRIBUTION PANELS ARE TO BE PROVIDED WITH MCB'S AND ELCB'S.
- GOOD HOUSEKEEPING TO BE MAINTAINED. DEBRIS, SCRAP AND OTHER MATERIALS TO BE CLEARED FROM THE WORKPLACE FROM TIME TO TIME. MATERIAL SHALL NOT BE STACKED TO SUCH HEIGHTS AFFECTING ITS STABILITY.
- CONTRACTOR TO ENSURE STRICT COMPLIANCE WITH ALL APPLICABLE HSE LEGAL REQUIREMENTS APPLICABLE
 TO HIS SCOPE OF WORK WHILE WORKING FOR LANCO AT HIS OWN EXPENSE.
- IN CASE THE CONTRACTOR IS REQUIRED TO WORK DURING NIGHT HOURS, A DEDICATED SAFETY SUPERVISOR SHALL BE DEPLOYED BY THE CONTRACTOR.
- B. CONTRACTOR SHALL SECURE VALID TEST CERTIFICATES FROM THE COMPETENT AGENCIES FOR ALL LIFTING TOOLS AND TACKLES AND SUBMIT THE SAME TO THE CONCERNED ENGINEER IN-CHARGE AND COPY TO SAFETY DEPARTMENT, LANCO FOR VERIFICATION ON THEIR ARRIVAL AT THE SITE. IF ANY LIFTING TOOLS/TACKLES ARE FOUND NOT HAVING A VALID TEST CERTIFICATE OR NOT SUITABLE FOR WORK INTENDED, THE SAME SHALL BE IMMEDIATELY REPLACED BY THE CONTRACTOR. THE REJECTED TOOLS AND TACKLES SHALL BE FORTHWITH WITHDRAWN FROM SERVICE AND REMOVED FROM LANCO PREMISES. RIGGING OF LOADS IN EXCESS OF 5 TONS AND/OR MORE THAN 15 METER LIFT HEIGHT SHALL REQUIRE "LIFT PLAN" APPROVED BY A STRUCTURAL OR MECHANICAL ENGINEER OF LANCO.
- C. "O&M CONTRACTOR WHOSE NUMBERS OF WORKERS ARE 50 OR MORE SHALL DEPLOY DEDICATED QUALIFIED AND EXPERIENCED SAFETY SUPERVISOR (ONE FOR EVERY 50 PERSONS). IN CASE THE JOB INVOLVES HIGH RISK THE NUMBER OF EXPERIENCED SAFETY SUPERVISOR/S TO BE DEPLOYED (IRRESPECTIVE OF NUMBERS) BY THE CONTRACTOR SHALL BE ENSURED AS PER THE DECISION/ INTERVENTIONS BY THE ENGINEERING IN-CHARGE/ SAFETY HEAD BASED ON THE RISK CRITERIA'S.
 - a. HE/ THEY SHALL REPORT TO CONTRACTOR SITE IN-CHARGE FOR TAKING CORRECTIVE ACTION AND KEEP INFORMED LANCO SAFETY.
 - b. THE MAJOR O&M CONTRACTOR WHO IS DEPLOYING NUMBER OF AGENCIES UNDER HIS CONTROL SHALL APPOINT AT LEAST ONE QUALIFIED SAFETY OFFICER.

IN CASE THE CONTRACTOR DOES NOT COMPLY WITH THIS CONDITION, LANCO WILL HIRE THE EXPERIENCED SAFETY SUPERVISOR AND DEDUCT THE MONEY FROM CONTRACTORS BILL.

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LANCO POWER LIMITED (O&M) - CONTRACTOR SAFETY MANAGEMENT SAFETY TERMS & CONDITIONS FOR WORKING IN PLANTS

A. INTRODUCTION:

In this document, the minimum standards pertain to the safe practices and working conditions are prescribed which are binding on all contractors/ sub-contractors to comply with.

This document shall be issued during the bid inviting process and also when the service contract/ work order is awarded to the CONTRACTORS who are selected based on the evaluation criteria (as given in annexure-7).

B. HSE POLICY OF LANCO:

Contractors shall strictly follow LANCO HSE Policy (as given here) and the guidelines in the form of other policies, procedures and work instruction. The spirit of the HSE Policy shall be reflected during the course of contract execution by implementing minimum expectation of LANCO.

Corporate Occupational Health, Safety & Environment Policy

We are committed to sofeguerating the Health and Sofety of all our employees and protect our Environment throughinstitutionalising of HSE Management process, with HSE organization
Regularly communicating, educating & Imparting training on safety, health, hygiene and environment to all employees, contractors,
contractor's Mart and consultants or visitors.

Specifying and ensuring high standards of Safety & Environment et our site dialing construction & operation of our power plants etc.
Evaluating the HSE performance of our employees & contractors against the HSE requirements.

Foster continual improvement, benchmark our HSE performance through adopting best practices with commitment to compliance of all applicable legal & other requirements.

Committed to conserve our natural resources & minimizing potentially harmful effects resulting from our operations and to implementing improvements associated with the prevention of pollution, injury and illness

Conducting Periodic Audit & Risk assessment by competent team,
Making the HSE Policy widely known to all employees, contractors & interested parties and periodically reviewing the caree for improvement.

same for improvement.

This Haalth Safety and Environment Policy wal be applied throughout LANCO group via a set of documented company wide and local policies and

procedures.

Upon request, the policy will be made available to the public. We desicate ourselves to the continual improvement in the HSE performance of our plant and make it an integral part of our work outline.

18011 L Madhusudhan Rau EXECUTIVE CHAIRMAN Date : 15.04.2011

C. Duties and Responsibilities of Contractor:

It is the duty of the Contractor to have knowledge of the relevant Health and Safety legislations and LANCO Safety rules to take account of it in the planning and executions of the contract works at LANCO site.

The Contractor shall ensure that, his sub-contractors are well aware of and comply with the requirements of this document. The necessary contractor pre-qualification process of LANCO is to be followed with while engaging a subcontractor under concurrence of Safety personnel in-charge and Contract Manager.

LANCO Access Process:

a. Contractor:

The contractor before entering into the site premises shall have the documents like valid work order, age and experience proof of its workmen, labour license, insurance documents to perform works at site and do the followings before actual work begins:

- a) The Contractor shall allow only its workmen, directly connected with the work to enter LANCO work sites, each such employee shall carry gate pass to be provided by Security department of the site, which will only be issued after a workman undergo safety orientation and qualify the oral quiz at the end of orientation.
- b) Safety officer/ safety supervisor of contractor shall conduct class room safety orientation training including safety video to all contractor's employees for 3 hours
- c) LANCO safety person will evaluate each workman the effectiveness of training by way of oral question answers, only successful employees will be issued the permanent gate pass.
- d) List of Skills to undergo Skill specific Safety training and clearance (not limited to the following skills:
 - Crane Operator
 - Fork lift Operator
 - Riggers and Rigging supervisors
 - Staging and Scaffolding supervisors
 - Truck mounted lift operator
 - Electricians
 - Welders
 - Blasters
 - All P&M operators like fitters/ welders

The safety orientation training for the above mentioned skills shall be arranged by LANCO's Safety department at the reporting site and an internal certificate shall be issued to successful operators along with permanent gate pass.

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b. Visitors:

Visitors shall be given the temporary gate pass and shall go through Safety Induction training at the gate.

D. Site Safety Discipline:

The contractor shall maintain strict discipline on Safety matters while performing works at project site. The contractor shall adhere to the followings:

- Smoking is strictly prohibited inside the Site. Workers those who need to smoke shall reach to the smoking areas like canteen etc.
- Physical fitness of workmen to undertake dangerous operations such as working at height, crane operation etc. shall be ensured before engaging the person on work.
- All personnel working at or in excess of two-meter height (from where they are likely to fall) shall wear a full body safety harness anchored to a firm support.
- All excavations shall be barricaded using MS pipes, clamps and reflective tapes.
- Adequate illumination at work places shall be ensured in advance if planning to undertake job at night.
- All dangerous moving parts of the portable/fixed machinery brought by the contractor shall be adequately guarded.
- Pilling zones, erection zones and dismantling zone shall be barricaded and nobody shall be allowed to stand under suspended loads.
- Horseplay is strictly prohibited at workplaces.
- Material shall not be thrown to and from heights; proper and safe means of shifting shall be employed.
- Only licensed electricians are allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
- Inserting of bare wires for tapping the power from electrical sockets is strictly prohibited.
- All the distribution panels are to be provided with MCB's and ELCB's.
- Good housekeeping to be maintained. Debris, scrap and other materials to be cleared from the workplace from time to time. Material shall not be stacked to such heights affecting its stability.
- Contractor to ensure strict compliance with all applicable HSE legal requirements applicable to his scope of work while working for LANCO at his own expense.
- In case the contractor is required to work during night hours, a dedicated safety supervisor shall be deployed by the contractor.

E. Human Rights:

The contractor shall comply with the requirements of LANCO's Human Rights effort within the site by complying with the following requirements:



- 1. The worker's minimum age shall be 18 years, no child labour shall be employed
- 2. The contractor shall not engage himself in forced labour deployment at site
- 3. The contractor shall not discriminate any labour w.r.t. age, caste, religion etc. while working with LANCO

F. Legal Requirements:

The contractor shall comply with all applicable legislation and Indian statutory requirements listed below but not limiting to:

- 1. Indian Electricity Act 2003 and Rules 1956
- 2. Central Electricity Authority Notification-2011
- 3. National Building Code, 2005
- 4. Factories Act, 1948, and Rules there under.
- 5. Motor Vehicles Act as amended in 1994 and The Central Motor Vehicles Rules, 1989.
- Indian Road Congress Code IRC: SP: 55-2001 'Guidelines on Safety In Road Construction Zones.
- 7. The Petroleum Act, 1934 and Rules 1976
- 8. Gas Cylinder Rules, 2003
- 9. Indian Explosives Act. 1884, along with the Explosives substance Act 1908 and the Explosives Rules 1983
- 10. The (Indian) Boilers Act, 1923
- 11. The Public Liability Insurance Act 1991 and Rules 1991
- 12. Minimum Wages Act, 1948 and Rules 1950
- 13. Contract Labour Act, 1970 and Rules 1971
- 14. Child Labour (Prohibitions & Regulations) Act, 1986 and Rules 1950
- 15. Environment Protection Act, 1986 and Rules 1986
- 16. Air (Prevention and control of Pollution) Act, 1981 and Rules thereunder
- 17. Water (Prevention and Control of Pollution) Act, 1974 and Rules thereunder
- 18. The Noise Pollution (Regulation & Control) Rules, 2000
- 19. Notification on Control of Noise from Diesel Generator (DG) sets, 2002
- 20. Recycled Plastic Usage Rules, 1998
- 21. Notification, Central Ground Water Board, Act January 1997
- 22. Manufacture, Storage & Import of Hazardous Chemicals Rules, 1989
- 23. The Hazardous Waste (Management & Handling) Rules, 1989
- 24. Hazardous Waste Management Rules 1989 (as amended in 1999)
- 25. Batteries (Management and Handling) Rules.

G. LANCO Work Permit System:

The contractor shall ensure that an authorized work permit is obtained from the competent authority of Lanco before starting of any of the following work:

- Working at Height
- Excavation
- Hot work
- Hazardous Chemical Area Work Permit

- Confined space
- Isolation/ Electrical Work

The Permit to Work (PTW) will be valid for only cight (8) hours and for the particular activity. If the contractor requires to work beyond eight hours the permit shall be renewed for another 8hours or less as the case may be. An approved copy of the permit must be kept available at the job site for review of LANCO Officials.

For routine activities like welding and gas cutting carried out at designated hot work locations (such as workshops) a Hot Work Permit is not required. However, pre-use inspection of the equipment and the work location shall be undertaken using the relevant Checklists before commencement of work.

The contractor is expected to be aware of all the requirements of the PTW system and is also responsible to make all its employees aware of the same. In case any clarification is required regarding the PTW system, the Contractor shall contact the Engineer in-charge.

H. Vehicles Movement and Parking at LANCO Site

Contractors are required to observe all traffic regulations prescribed by the LANCO at all times while inside LANCO premises. All vehicles and equipment (i.e. air compressors, generators, welding equipment, forklifts, cranes, etc.) owned, rented, or leased by the Contractor and its sub-contractors shall be properly identified and have a valid Vehicle/ Equipment Entry Pass issued by the Security Department prior to entering the LANCO premises.

All vehicles/equipment shall have permanent markings (12" X 10") indicating the Contractor's name or logo and the contact details of the Concerned Contractor personnel.

Failure to properly mark the equipment/vehicle will result in its removal from the Company premises.

All the contractor vehicles shall follow the speed limit in the plant/ at the site i.e. 20 KM/Hour.

Contractor using the transport vehicle shall comply with the requirements of Indian Motor Vehicle Act, 1988 and Rules there under. The said vehicle(s) shall be parked only at the designated area only if allotted to the contractor. If the contractor is not allowed a parking place, the vehicle shall be kept outside the project premises.

I. Tools and Tackles:

Contractor shall secure Valid Test Certificates from the Competent Agencies for all lifting tools and tackles and submit the same to the concerned engineer in-charge and

copy to Safety Department, LANCO for verification on their arrival at the Site. If any lifting tools/tackles are found not having a valid test certificate or not suitable for work intended, the same shall be immediately replaced by the Contractor. The rejected tools and tackles shall be forthwith withdrawn from service and removed from LANCO premises.

Only personnel holding appropriate Driving License and relevant LANCO authorization shall operate forklifts, industrial trucks, cranes and other construction equipment. Transporting of personnel on forklifts, industrial trucks and cranes is strictly prohibited.

Contractor shall furnish the training certificate of their riggers and equipment operators from Competent Third Party Agencies or in their own Official Letter Head (in case of in-house trainings). Such certificates shall include the details such as the modules covered, the hours spent etc.

Rigging of loads in excess of 5 tons and/or more than 15 meter lift height shall require "Lift Plan" approved by a Structural or Mechanical Engineer of LANCO.

J. GENERAL CONDITIONS OF WORK CONTRACT

- 1. The contractor shall comply with the provisions of The Factories Act 1948 and must comply with the latest codes and regulations of OSHA & other safety and occupational health standards applicable to them in their scope of work. The contractor shall strictly follow the policies, procedures and guidelines as described in O&M safety manual.
- 2. The employees employed by the contractor shall be skilled, trained and competent in accordance with the job requirements to the satisfaction of Engineer in-charge. The contractor shall employ sufficient number of supervisors to ensure adequate supervision of his work at all times.
- All employees of the contractors (including workmen/ supervisor shall undergo a
 detailed safety induction program (which will be conducted by LANCO Safety
 person). Gate pass will be issued subject to successfully completion of induction
 training and test.
- 4. No person shall be allowed to carry any flammable/ explosive substance, arms/ ammunitions, drugs etc.
- 5. The contractor shall make arrangements for ensuring safety and absence of risks to the health of workers. The Contractor will satisfy with "Permit to work" requirements and ensure sufficiency in isolations and safety precautions taken in "Permit to work".
- 6. The contractor shall ensure that a good housekeeping is maintained throughout the work and at the end of each shift, all the debris, waste, scrap etc. is removed from work site and disposed at appropriate location. The job shall not be considered to

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- complete, unless all the waste, debris, scrap is removed from work site and disposed at appropriate location as per the site procedure.
- 7. The contractor shall ensure that the equipments/ electrical installations/ facilities provided by him are compliant to the standards and statutory requirements. He shall also ensure the testing/ examination of the equipments/ tools/ tackles in accordance with the provision of the factories Act & State Rules. The records of such testing shall be kept at the site, which are verifiable by LANCO official.
- 8. The contractor shall not remove any part of the equipment (like guards, fencing etc.). Wherever any guard or other part is removed for some justified cause/s the same shall be provided back to its original position before operation or use of such equipment.
- 9. The Engineer In-charge/ a safety person/ or any parson of LANCO shall have right at his sole discretion to stop the work if in his opinion the work is being carried out in such a manner that it may cause accidents and endanger the safety of persons and/or property and/or equipments.
- 10. The contractor shall not commence the work unless he has obtained an appropriate work valid work permit/s which is/are applicable for the job.

H. SCAFFOLDINGS AND WORK PLATFORMS

- 1. The contractor shall follow the procedure for scaffold erection and safe working platforms as provided in LANCO O&M Safety Manual. The scaffold and working platform shall be inspected by LANCO safety person and declared safe to use. Scaff-Tag shall be put accordingly.
- 2.. The contractor shall take all precautions to prevent any accidental collapse of scaffolding or working platforms. Daily inspection by Contractor shall be done before starting work.
- 3. The contractor shall ensure that scaffold erection/ repairs are done under competent supervision.
- 4. No bamboo scaffold are permitted, the scaffold material shall meet with the required strength and should be without corrosion/damage. The material used for scaffold/work platform should confirm to BIS standard.
- 5. No scaffolding shall be made in the vicinity of any live electrical installation such as switchyard, transformer yard etc.

6. Barricading

* All specific work areas must have barricades around them and only authorized workers shall be allowed to get inside the work area. In Excavations, holes etc. the barricade must have guard railing provided with a top-rail at 1.2 meters, mid rail at 0.7 meters and toc-board of 0.2 metres height.

MS pipes, clamps and tape shall be used for constructing barricade. Use of "Rebars" for barricading is prohibited. The barricade shall be constructed so that it is well able to support the loads being imposed on it.

1. CONFINED SPACE

- The contractor shall strictly follow the Procedure for Working in Confined Space as provided in LANCO Safety Manual and obtain the necessary work permit from the authorized person.
- 2. No person shall be allowed to enter any chamber, tank, pit, pipe, flue gas ducts unless the manhole of required size is provided and the presence of any harmful/ flammable gas, vapour, dust, mist, fumes is tested and declared safe by a competent person of LANCO and the concentration is well within the safe limit for eight hours exposure. The Contractor person will measure atmospheric condition in the confined space periodically as decided by LANCO safety person and in case of any abnormality; he will promptly evacuate people from the confined space and inform his supervisor and Engineer In Charge of LANCO.
- 3. The contractor shall measure/ take reading of Oxygen (O2), Carbon Monoxide (CO) and Sulphur Di-oxide (SO2) in each shift.
- 4. The contractor shall take effective measures to remove any gas, fume, vapours, dust, mist etc and the continuous ventilation to be ensured.
- 5. No portable electric light or any other electrical appliance of voltage exceeding 24 volts shall be permitted to use inside any confined space.
- 6. The contractor will maintain a register at site to keep a log of people for their entry and exit.
- 7. The manhole or access door shall be kept open and locked to prevent inadvertent closing of access door.
- 8. The contractor shall depute a supervisor for whole watch and trained rescue persons (team) along with the rescue kits/ tools.
- On completion of job, the contractor shall ensure that all the persons as per the log have come out and the same has been verified. This will be counterchecked and certified by a LANCO supervisor.

J. OPENINGS

1. The contractor shall ensure that vessel, sump, tanks, pit or opening in ground or in a floor which by reason or its depth, situation, construction or may be a source of danger at his work place shall be either securely covered or fenced. Based on the situation all measures for person's fall protection to be ensured.

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2. In addition, the necessary measures for protection against falling material/objects shall be taken by the contractor in his scope of work.

K. ELECTRICAL HAZARDS

- 1. The contractor shall ensure that all electrical installations/ equipment used in O&M work area comply with the requirements of latest electricity act/ rules.
- 2. The contractor shall obtain the specific work permit from concerned authority before commencing the job and shall ensure that electric isolation is done.
- 3. He shall take all suitable and adequate measures to prevent any worker from coming in to physical contact with any electrical equipment, apparatus, machine or live circuit which may cause electrical hazards.
- 4. The contractor shall provide sufficient ELCBs for all the portable equipment, cleetrical switchboards, distribution panels etc. To prevent electrical shock to the workers.
- 5. In addition the suitable and adequate personal protective equipment shall be provided by the contractor.
- 6. The contractor should ensure the use of single/ double insulated/ plastic body hand tools for protection of workers. Always maintain a safe distance from live electrical systems. No metallic object which can infringe safety distance shall be carried to live electrical installation. In this regard the following minimum and safe distance shall be maintained from any live installations, high voltage conductors.

Safe Minimum Distance to be maintained from high voltage conductor/installation: The following minimum safety working clearances shall be maintained for the bare conductors or live parts of any apparatus.

High system Safety working

Voltage (KV)	Clearance (Metres)
12	2.6
36	2.8
72.5	3.1
145	3.7
245	4.3
420	6.4
800	10.3

7. The contractor shall ensure proper earthing of system while working on system having voltage >1000V.

L. LIFTING TOOLS AND TACKLES

- 1. The contractor shall use the lifting appliances (including crane/ hydra etc), tools and tackles including fixed or movable that are in good condition and examined by the competent person and certified as per statutory requirements.
- 2. The Safe working load, inspection details shall be displayed of lifting machine/ lifting tools/ tackles etc. The contractor shall produce the evidences / certificate of competent persons as per the prescribed form given in the State factorics Rules.
- 3. Before use of any lifting appliance, tools and tackles the contractor shall check through a check list (as given in LANCO Safety Manual and ensure that all controls are perfectly working.
- 4. All lifting appliances, tools, tackles shall be operated by a skilled, trained and certified person only.
- 5. For heavy load lifting the contractor shall submit his lifting plan and procedure for approval of LANCO safety department. After verification of lifting tools/ lifting machine/ lifting tackles, clearances, barricading etc. and competencies of operators, riggers and contractor supervisor the safety person of LANCO will approve the plan. Then only the contractor shall start lifting activities.

M. OVERHEAD PROTECTION

- 1. The contractor shall ensure that any area which has electrical lines/ conductor in such area the lifting machines like crane, hydra ctc shall not be operated.
- 2. The contractor shall ensure that wherever there is a possibility of falling of any material, equipment or any load is being lifted the area should be cordoned off or otherwise suitably guarded to prevent inadvertent entry of any person/vehicle etc.
- 3. Wherever there is a possibility of falling of any material, article or object or person while working at height, a suitable and adequate safety net shall be provided. The safety net should be in accordance with BIS standards.

N. WORKING AT HEIGHT

1. Before commencing any work at height (2 meters or more) the contractor shall obtain "Work Permit" from the concerned authority of LANCO.

- 2. All working platforms, ways and other places of O&M work area shall be free from accumulation of any material causing obstructions and tripping.
- 3. The contractor shall follow the standard procedure for erecting safe scaffold, safe access and working platform. The scaffold and working platform shall be inspected by Lanco safety person and declare it fit to use.
- 4. Every opening at elevated floor, through which a worker/material/equipment/tool may fall in O&M work area shall be covered and/or guarded suitably by the contractor to prevent such falls.
- 5. Where the workers are working at height of 2 meters or more, the contractor shall provide full body harness and suitable independent anchorage points (in case a worker is supposed to work at one specific location) and a life line of 8 mm diameter wire rope. In addition a safe access (ladders etc) shall be provided with fall arrester.
- 6. As passive fall protection, safety nets shall be installed. The safety nets shall confirm to BIS standard.

O. HANDLING OF HAZARDOUS CHEMICALS AND HAZARDOUS WASTE.

- 1. The contractor shall ensure that the material/ waste characteristics and safe handling methods and precautions are very well communicated to all concerned workmen.
- 2. The contractor shall provide suitable personal protective equipments i.e. safety goggles, rubber hand gloves, apron/ full body chemical protection suit, safety shoes/ gum boots, helmet (as prescribed in procedure of Handling Hazardous Substances).
- 3. As a precautionary measure the contractor should keep the eye wash bottle.
- 4. The Contractor shall check availability of safety shower and eye washer system in the vicinity of work before working on hazardous chemicals and waste.

Use of Radioactive Substances:

Contractor shall comply with all legal requirements and take necessary precautions to carry out the activity involving radioactive materials in a safe and environmental friendly manner.

The contractors involved in activities utilizing hazardous radiation shall comply with the following:

- Appoint an on-site Radiological Safety Officer (RSO) certified by the competent Government Authority (Bhaba Atomic Research Centre) whose certification shall be verified by LANCO prior to engagement;
- Provide specific PPEs as advised by RSO to all the workers involved in radiation activity and are exposed to hazardous radiation;

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- RSO authorized worker shall wear a personal radiation monitor that is issued to them by Contractor. This personal radiation monitor will be approved by RSO;
- Ensure that all the activities are undertaken in a safe manner and are as per the guidance of RSO;
- Provide a comprehensive training to all the workers involved in radiation activity as guided; and If any worker or contractor observes any abnormal activity taking place or any incident occurred, shall immediately inform to LANCO Safety team and shall stop the work immediately.

P. Occupational Health

- o Contractor shall make all arrangements for close adherence to Occupational Health requirements and guidelines issued by the Ministry of Labour, Ministry of Health and other Government Statutory Agencies as well as the Company requirements. Amendments issued from time to time in these requirements during the execution of the work shall be complied by the Contractor.
 - Implementation of the above requirements may need qualified personnel, measurement devices and other resources which Contractor shall arrange at its own expense.
 - o In order to ensure that all the contractors' employees are fit while performing works at site, the contractor shall ensure that a detailed health check-up for the workers are carried out at his own cost before bringing to the work. The said health checks up to be in concurrence with the HSE personnel in-charge of the site.

Q. EYE PROTECTION

- 1. Depending up on the nature of hazards, the contractor shall provide suitable eye protection equipment to his workmen.
- 2. The contractor shall ensure that his workmen engaged in operations like welding, cutting, chipping, grinding, handling hazardous substances/ wastes etc. This may cause injury to his eyes.

R. FENCING OF MACHINERY

- 1. The contractor shall not bring any portable tool, concrete mixer, compressor any kind of equipment which has exposed moving parts and not securely guarded.
- 2. The contractor shall not allow any worker to examine any worker to examine any part of machinery/ equipment or to carry out the lubrication or adjusting operation while the machinery is in motion.

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3. The workers working near the machinery in motion shall be provided with tight fitting eloths as required under The State Factories Rules.

S. SAFETY ORGANIZATION

- a. O&M Contractor whose numbers of workers are 50 or more shall deploy dedicated qualified and experienced safety supervisor (one for every 50 persons). In case the job involves high risk the number of experienced safety supervisor/s to be deployed (irrespective of numbers) by the contractor shall be ensured as per the decision/ interventions by the engineering in-charge/ Safety Head based on the risk criteria's.
- b. He/ they shall report to Contractor Site In-charge for taking corrective action and keep informed LANCO Safety Department.
- c. The major O&M contractor who is deploying number of agencies under his control shall appoint at least one qualified safety officer.

T. Stop Work Authority

If it is observed that the work being performed, in a manner, which is likely to result in imminent danger to life or property, the engineer in-charge or Safety Personnel incharge may in writing, can STOP the affected work and prevail on the contractor to bring back the safe working conditions.

Further, failure to comply with any of the requirements specified in this document (or its associated documents), or any action or inaction by the Contractor that can cause or result in injury to personnel or damage to Company property may result in:

- Completion of the work by a third party at Contractor's expense and/or
- Termination of the contract.

If the work at the site is stopped by LANCO's HSE personnel In-Charge, for non-compliance with approved procedure, the delays due to stoppage of work shall be attributed to the contractor.

U. REPORTING OF INCIDENTS

- In case of any near miss, injury case it shall be responsibility of the contractor that it
 is immediately reported to the concerned Engineer In-charge and safety department of
 LANCO.
- 2. The injured person shall be immediately taken to Plant Occupational Health Centre and will be given first aid. Based on the kind and extent of injury the injured person shall be referred to external hospitals and the contractor shall be solely responsible to ensure suitable and adequate treatment to the injured person.



3. In case of temporary/ permanent/partial/total disablement or fatality the contractor shall be responsible to provide the medical treatment and/or compensation as per The Workman Compensation Act.

V. PERSONAL PROTECTIVE EQUIPMENT

- 1. The contractor shall provide safety helmet and safety shoes (complying with the Indian Standard) to all his employees (including his sub-contractor employees).
- 2. Wherever any worker is engaged on a work at a place from which he is liable to fall more than TWO Meters shall be provided full body safety harness with the arrangement of lifelines which are well secured with firm anchorage points.
- 3. Where the workers are exposed to the noise level of more than 85 decibels, these areas are declared as hearing protection zones. In such areas the contractor shall provide ear plugs/ ear muffs based on the quantum of noise level.
- 4. Wherever, in any operation/ activity there is probability of eye injury due to foreign particles, chemicals and/or light radiations the contractor shall provide the suitable eye protection equipment i.e. safety goggle, face shield, welding shield etc.
- 5. In case a LANCO official find that the employees of the contractor working without use of appropriate Personal Protective Equipments (PPE), LANCO shall have a right to issue the PPEs to the concerned worker and deduct the cost and overhead charges from the bill of contractor.
- 6. LANCO may provide special protective gears like self containing breathing apparatus, safety nets, supplied air line breathing apparatus etc. On chargeable/ non-chargeable basis.

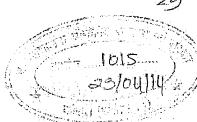
X. SAFETY COMMUNICATION & TRAINING

- 1. The contractor shall ensure that before starting any activity, Tool Box Talks are conducted by his supervisor and the hazards associated with the activity/operations and precautionary measures are communicated to all workers.
- 2. All the contractor supervisors and workers shall undergo safety orientation program which will be conducted by LANCO Safety Department.
- 3. The contractor shall have enough display regarding Dos/ Don'ts in his work area and ensure that his workers fully understand the same.
- 4. The contractor shall provide training on use of fire extinguishers and first aid to all his employees and records thereof shall be submitted to Engineer incharge and Head of Safety:
- 5. The contractor shall discuss in tool box meetings about the near miss incidents/ injury cases and their root cause and preventive measures.

Government of Chhattisgarh

Labour Department. Mahanadi Bhayan, Mantralaya Naya Raipur

// Notification //



Raipur, dated 25/04/

-In exercise of the powers conferred by section 112 of the Factories Act. 1948 (No. LXIII of 1948), the state Government, hereby amends the form-21 [Health Register] prescribed under rule 19 of C.G. factories rules 1962 by addition of the proforma for Pre-employment medical examination and Periodic medical examination for the persons to be employed or employed in the factories involving Hazardous processes or dangerous operations, as mentioned below.

The provisions of other specific pre-employment examination and periodic medical examination of persons, mentioned in Rule 107 of C.G. factories rules 1962 shall remain applicable for the class of factories wherever specified.

FORM 21

[Prescribed under Rule (19)]

Health Register

(In respect of persons employed in occupations declared to be dangerous operations under Section 87)

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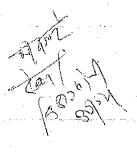
Column (8) -Detailed summary of reasons for transfer of discharge should be stated.

(ii) Column (11) Should be expressed as fit/unfit/suspended.

Annexure

PRE-EMPLOYMENT & PERIODIC MEDICAL EXAMINATION

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By Order and in the name of the Governor of Chhattisgarh

(G.R. Malviya)
Deputy Secretary,
Govt. of C.G. Labour Deptt.

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6. LANCO may also conduct specific training module for the contractor staff.

Y. EXCAVATIONS

- Digging / excavations are not permitted without a valid excavation permit. The contractor shall ensure that excavation work permit is obtained from competent authority of LANCO>
- 2. No scaffold shall be erected within two meters from the excavated edges.
- 3. The proper shoring of excavations shall be done and no top soil or any kind of load will be placed within one & half meters of the edges of excavation. Based on the soil texture and other properties, the safe distance may be increased by the supervisor/engineer of LANCO.

Z. Documentation and Record Keeping

The contractor shall maintain the following records within the contract duration at the job site:

- Log of all first aid cases reported and treated, showing date, name of injured, job nature of injury and type of treatment given;
- All incident investigation report (i.e. injury, illness, traffic, property damage, environmental incident and as well as Near Miss Incidents);
- HSE meetings or toolbox meeting records or minutes showing date of meeting, who attended and the topics discussed;
- Job site inspection / Tool Inspection / audit reports and status of the action plans;
- Records to show dates, name of participants and subject of training programs;
- Lifting tools and tackles inspection records, 3rd party testing certificates;
- Infringement Reports and traffic violations;
- Waste Management Records;
- Work Permits;
- Job Safety Analysis; and
- Fire Fighting Equipment Inspections.

In case of any reportable incidents, occurred while being contracted by LANCO, the Contractor shall forthwith notify the details to LANCO Corporate Office in the legal/judicial proceedings. All documents including reports, communications, photographs etc. related to the incident shall be preserved by the Contractor till the closure of the case by the statutory/judicial agencies. The Contractor shall furnish copies of any document mentioned above, if required by the company during the course of the legal/judicial proceedings.

AA. PENELTIES

1. The Permanent Disablement shall be estimated as per The Workmen Compensation Act-1923. The penalty mentioned as above shall be in addition to the compensation payble to the workmen as per The Workmen Compensation Act-1923.

<u>Annexure-1</u>
List of PPEs as per LANCO's Standard Requirements

S No	Type of PPE	Standard
1	Safety Helmet	IS 2925: 1984
		IS 2745:1983 (for fireman & fire staff)
2	Safety Shoe	IS 15298: 2002
3	Visibility Jacket	NA
4	Full body Harness	IS 3521: 1999
5	Fall Arrestor	EN353-2:2002
6	Goggles	EN166:2001
7	Welder's Glass	ANSI Z 87.1
8	Hand Gloves	NA
9	Nose Mask	IS 9473: 1980
10	'Ear Plug	EN 352-2: 2002

