SECTION-8C

Safety, Health and Environment (SHE) Manual

A: Safety, Health, Environment (SHE) and Social Obligations of the Contractor

1: Safety, Health, Environment (SHE) and Social Obligations of the Contractor

1.1 Governing Law:

The contract compliance documents shall be governed by the laws and byelaws of the Union of India, the Karnataka Government and the subject local bodies. The competent courts of jurisdiction as mentioned in the Special Conditions of Contract shall have exclusive jurisdiction in all matters in connection with this contract.

1.2 Statutory Compliance:

The Contractor agrees to abide by all the existing laws of all the statutory authorities and bodies and further agrees that the prices quoted include all the costs for liabilities under the existing laws and acts, unless otherwise mentioned. All such laws may or may not have been explicitly stated in this contract document.

The Contractor shall be aware of all laws, ordinance, codes, rules and regulations in any manner affecting those employed on the Works or the materials used in the Works or in any way affecting the conduct of the Works and of all orders and declarations of bodies or tribunals having any jurisdiction or authority over the Work.

- The Contractor shall at all times himself give all notices, observe and comply with and shall require all his its supervisors employees, subcontractors, to observe and comply with all such applicable laws, ordinances, rules, regulations, orders and decrees in effect or which may become effective before completion and acceptance of the Works, and shall protect and indemnify the Authority against any claim of liability arising from or based upon the violation of any such law, ordinance, code, rule, regulation, order or declaration, whether by himself, his its employees or his its subcontractors or any other person or organization employed for or upon the Work.

- In case the Contractor observes that any requirement of the contract documents varies with such laws, ordinances, codes, rules, regulations, orders or declarations, he shall promptly notify the Authority in writing and shall not proceed with any Work affected by such variance without written instructions;
- The contractor shall prepare a register of applicable requirement and status of EHS legal compliances considering proposed construction activities and site-specific conditions before commencement of activity (ies) for necessary actions to comply with.

1.3 Permits and fees:

Unless otherwise provided in the contract documents, the Contractor shall secure and pay for all permits, government fees, and licenses necessary for the execution and completion of the Works and requisite certificates. The required permits will be secured by the Contractor prior to commencing the works and a copy of all such documents shall be submitted to the Authority.

1.4 Safety, Health and Environment (SHE)

1. The contractor shall, throughout the duration of the contract, be responsible for management of safety, health and environment (SHE) and deploy qualified personnel and management committee to manage these aspects;

2. The Contractor shall at all times comply with provisions of the SHE management plan (EMP) which includes the following but not limited to;

a) All the workers must use adequate personal protective equipment's (PPEs) such as safety helmet, safety shoes, safety glasses, safety harness and gloves etc. as required for different construction activities.
b) Tool-box talks should be undertaken daily before starting the routine construction activities. A suitable format for recording the tool-box talk should be filled and maintained at a construction site by the site safety in-charge or site manager.
c) Areas being used for activities such as welding, bar cutting, bending, excavated areas and material stacking areas should be barricaded with a barricading tape.
d) Adequate safety signages indicating use of PPEs, different hazards etc. should be conspicuously displayed in local language (kannada / hindi) at adequate locations within a construction site.
e) Walking pathways for the workers and the drive-ways for the construction vehicles should be kept separate and properly marked.
f) At areas in a construction site, where work such as welding, cutting is carried out with aid of electrical power, proper care should be taken so that electrical wire with open joints are not spread on ground in haywire condition posing risk of electrocution and trip hazard to workers.
g) Vehicle parking areas should be maintained outside the areas of construction activities and should be conspicuously marked.
h) Adequate lighting arrangements should be made within the construction area if construction activities are undertaken after sun set or in absence of day light.
i) Heavy equipment's or other earthmover equipment's must be equipped with alert siren for reverse gear.
j) Flammable materials such as diesel if stored in bulk quantities should not exceed 900 liters. Drums used for diesel storage should not be placed on unpaved area and open to sky condition. Smoking, lighting or burning activities must be completely prohibited within the radius of 25 m from the location of diesel storage or other highly flammable materials;
k) CO2 fire extinguishers and buckets filled with dry sand should be maintained at appropriate locations at a construction site.
l) At least 2 first aid kits should be maintained at any construction site and workers should be made aware of whom to contact in case of injuries requiring first aid. First aid kit should be kept in charge of a responsible person who shall be readily available during the working hours. Supervisors at site should have obtained a formal first aid training.
m) The contractor shall prepare an emergency response plan and train all workers on the appropriate actions to be undertaken during emergency situations (e.g. earthquake, fire)
n) A site-specific emergency contact numbers which should include, nearest police station, hospital, fire station and the site in-charge should be conspicuously displayed.
o) An ambulance van or an arrangement with a nearby hospital should be made for transportation of serious cases of accidents or sickness of any worker/s.
p) Relevant documents should be maintained by the site managers at a construction site as required under Building and other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996.
q) No worker employed at a construction site shall be required or allowed to work continuously for more than fifteen hours a day inclusive of intervals of rest or sixty hours in a week.

r) No worker shall be required or allowed to work for more than fourteen consecutive days unless a rest of twenty-four hours is given for rest to such worker.
s) Standard operating/working procedures with respect to safety should be implementing for undertaking works such as working in confined spaces, working at heights, lifting of heavy parts with cranes and other lifting equipment's.
t) Lifting equipment's (like cranes, slings etc) should be inspected thoroughly as per standard inspection procedures. Copy of such inspection records should be kept readily available for review with the respective equipment's.
u) In addition to the aforementioned construction activities, adequate safety measures, as required, during different phases of project development shall be implemented;
v) Conduct safety audit at periodic intervals and submit the report to the Authority. The report shall outline key findings and corrective actions (if any);
w) Ensure that hazardous material (paints, lubricants and oils etc) which are brought to the Project site and hazardous wastes (used/waste/left over paint, paint and oil soaked rags/material, empty oil/paint drums/carbuoys, filters, batteries, used hydraulic oil etc.) generated at site (both during construction and operation) are: stored under segregation and containment; handled/used with appropriate care and personal protective equipment; and disposed off through entities authorized to handle and dispose hazardous wastes;
x) Where applicable and relevant implement the condition for Forest Clearance (FC), NOC from National Board for Wild Life (NBWL), respective CRZ management authority and respective State Pollution Control Board, permission of tree(s) removal from non forest area and other provisions of the environment management plan (EMP) which includes the following but not limited to: (a) provision of slope protection of open and excavated areas; (b) provision of storm water runoff drainage; (c) stockpiling of construction materials shall not impact or obstruct the water drainage; (d) stockpiles shall be covered/protected to prevent dust generation and erosion; (e) construction activities near sensitive receptors shall be limited during daytime; (h) provided dust suppression system in applicable areas;(f) ensure that all equipment, vehicles and other sources of fuels and lubricants will be collected and contained to avoid groundwater contamination; (g) source construction and domestic water requirement from third party, if the available sources will result to water competition with nearby communities.
y) Contractor shall conduct environment monitoring (ambient air, noise etc) on periodic basis.
z) The contractor will put in place a grievance management system to address any community grievances/concerns linked to the project and construction activities. This will be documented on the site.

1.5 Accident/Incident Reporting for SHE: The contractor shall inform the Authority in writing, immediately and no later than 24 (twenty-four) hours of an incident (including any major environmental hazards) or accident occurring (including, without limitation, any fatality, lost time incident, medical treatment case, first aid case etc) in anyway connected with the Work. The contractor shall also maintain and submit a monthly report of all such incidents/accidents. In addition to this, the contractor shall promptly conduct incident investigations on all fatalities and major accidents/incidents and submit a report with findings/recommendations and actions taken/planned within 15 days from the date of occurrence of the accident/incident. The authority shall be entitled to join the contractor in its investigation or carry out its own.

1.6 Labour Laws:

- During continuation of the contract, the Contractor and his sub- contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and byelaws of State /Central Government or local authorities and any other labour law (including rules), regulations, bye-laws that may passed or notified under any labour law by the state / central government or the local authorities during execution of the Work. The Contractor shall keep the company indemnified in case any action is taken against the Authority by the competent authority on account of contravention of any of the provisions of any act or rules made under these regulations or notifications including amendments;
- In case the Authority is caused to pay or reimburse such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye-laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Authority shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Authority;
- The Contractor shall carry out its activities consistent with the intent of ensuring legally permissible equal opportunity, fair treatment and non-discrimination in relation to recruitment and hiring, compensation, working conditions and terms of employment for its workers (including prohibiting any form of discrimination against women during hiring and providing equal work for equal pay for men and women) and minimizing potential labor retrenchment;
- The Contractor shall not restrict its workers from developing a legally permissible means of expressing their grievances and protecting their rights regarding working conditions and terms of employment.
- The Contractor shall engage contractors and other providers of goods and services a) who do not employ child labour, defined as employment of children whose age is below the statutory minimum age of employment; and b) who do not employ forced labour defined as all work or services not voluntarily performed, that is, extracted from individuals under threat of force or penalty; c) who have appropriate management systems that will allow them to operate in a manner which is consistent with the intent of (a) ensuring legally permissible equal opportunity and fair treatment and non-discrimination for their workers, and (b) not restricting their workers from developing a legally permissible means of expressing their grievances and protecting their rights regarding working conditions and terms of employment.

1.7 Labour Camps:

1. Labour camp should be adequately fenced and isolated from a construction area and should be liveable (sufficient space, lighting, toilets, electricity, cooking area etc)
2. Sufficient supply of drinking water should be maintained at a labour camp.
3. In case of construction sites where 100 or more workers are likely to work for 6 months then an adequate canteen consisting of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils should be maintained.
4. To avoid spread of infections and diseases, proliferation of mosquitoes, flies, rodents and other pests, wastewater generated from domestic activities such as bathing, and washing should not be allowed to flow in open and should be channelized to the nearest municipality drain. In absence of municipality drain, a septic tank and a soak pit system of adequate capacity should be constructed.

5. Containers for collection of food waste, kitchen waste should be provided in labour camp. These containers should be emptied on regular basis.

Note: Also refer section 8A General Information and work requirement section for further details on safety and security details

1.8 Penalty Clause

SN	Item	Penalty
1	Violation of any of the SHE condition(s) and social obligations of the contractor given under the heading Safety, Health, Environment (SHE) and Social Obligations of the Contractor	Rs.5,000/- for single violation, compounded to a maximum of Rs.25,000/- at any single instance
2	Fatal Accident at the work site of the contractor due to negligence of contractor or its personnel.	Rs.5,00,000/- for first fatality & Rs.10,00,000/- for subsequent fatality.
3	Grievous Injury Accident at the work site of the contractor due to negligence of contractor or its personnel	Rs.1,00,000/- for first grievously injured person and Rs.2,00,000/- for every subsequent grievously injured person