

General Terms and Conditions

A. QUALITY ASSURANCE CLAUSES

1. Contractor Quality Assurance

The contractor must have in place an appropriate quality assurance system that ensures compliance with order specifications and must utilize that quality system in carrying out the work under the Contract.

Any quality system will be used only as an aid to achieving compliance with the Contract and to document such compliance. Such system will not relieve the contractor of the responsibility to comply with the Contract.

Unless otherwise provided in the Contract, testing of equipment, materials or work including all acceptance testing shall be performed by the contractor at its expense and in accordance with Contract requirements.

2. Inspection and Acceptance

In order to assess contractor's work quality, conformance with company's specifications and compliance with the order, upon reasonable notice by company, all goods, materials and services related in any way to the goods and services purchased hereunder (including without limitation raw materials, components, intermediate assemblies, work in process, tools and end products) shall be subject to inspection and test by company at all times and places, including sites where the goods and services are created or performed, whether they be at premises of contractor, contractor's suppliers or elsewhere.

Company's failure to inspect, accept, reject or detect defects by inspection shall neither relieve contractor from responsibility for such goods or services that are not in accordance with the order requirements nor impose liabilities on company.

If any goods and/or services covered by this Order is defective or otherwise not conforming with the requirements of this Order, the company may, at its option:

- (a) cancel this Order as to such non-conforming goods and/or services;
- (b) accept such goods and/or services at an equitable reduction in price;
- (c) reject such nonconforming goods and/or services and require the delivery of suitable replacements.

Material Certification - Written certification shall state that the material used conforms to the specification requirements and test reports are on file. Contractor may present the material. Manufacturer's certificate of test for each material used in the manufacture of inspection lot of the product. The certificate shall show that the test results are in accordance with the

specifications and shall be entered into the inspection record. Whenever a Certificate of Quality Compliance is required, the material certification:

- (a) Shall be signed by an authorized company officer or contractor representative responsible for Quality Assurance.
- (b) Shall include actual test/inspection results.
- (c) Shall include documentation for all required processes

3. Cost of Inspection

If upon inspection after a direction by the Company Representative to dismantle or open up any part of a material, the material so inspected is in accordance with the Contract, the whole of the expense incurred as a result of the dismantling or opening up and reassembly will be borne by the Company. If the material is found not to be in accordance with the Contract the whole of the expense so incurred, including without limitation, any costs associated with putting that material into a condition which is in accordance with the Contract, will be borne by the contractor.

If the Company Representative gives the contractor reasonable notice that the Company Representative wants to inspect any portion of an Associated Good before it is assembled, and the Service Provider assembles that Associated Good without first giving the Company Representative a reasonable opportunity to inspect, any expense incurred as a result of dismantling or opening up and reassembling that Associated Good will be borne by the contractor.

4. Rejection

If any of the goods and/or services furnished pursuant to this Order are found, within a reasonable time after delivery, to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or a direct or indirect supplier to Seller, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract or equity, and in addition to seeking recovery of any and all damages and costs emanating there from, at its option and sole discretion and at Seller's expense may:

- (a) Require Seller to immediately re-perform any defective portion of the services and/or require Seller to immediately repair or replace non-conforming goods with goods that conform to all requirements of this Order.
- (b) Take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of this Order, in which event, all related costs and expenses (including, but not limited to, material, labor and handling and any required re-performance of value added machining or other service) and other reasonable charges shall be on contractor's account.

- (c) Withhold total or partial payment;
- (d) Reject and return all or any portion of such goods and/or services; and/or
- (e) Rescind this Order without liability. For any repairs or replacements, contractor, at its sole cost and expense, shall perform any test requested by company to verify conformance to this Order.
- (f) In case of Point (d) above the following clause shall be applicable:

All such rejected goods shall be taken back by the Supplier, at its own cost and expense within 15 days of intimation of rejection by MVPL. Such rejected goods shall under all circumstances lie at the risk of the Supplier from the moment of such intimation of rejection and the Company shall not be liable in any manner for shortages, quality deterioration & damages for any reason whatsoever. In such event, the Supplier shall also refund the advances, if any, made under this PO together with interest @ 18% p.a. In the event of Supplier not lifting the rejected material from the premises of MVPL within the prescribed period of 15 days, MVPL may at its discretion charge a penalty @ Rs. 500/- per day per consignment for a period of 30 day. Beyond which Supplier shall forego all its rights over the rejected material and MVPL shall have right to dispose the material in any manner as it deems fit and shall not be held liable for any claims from the supplier.

5. Packaging and Labelling

All goods purchased here under must be packed and packaged as per contract to ensure its safe delivery in accordance with good commercial practice and where incorporated, the company's packaging specification.

The contractor shall mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of each shipment. Each packing slip shall include; this Order number, quantity, item description, Order date, shipping date and delivery address, but shall not include pricing information.

B. SUSTAINABILITY CLAUSES

1. Health, Safety and Environment (HSE) Systems

Designation of Supervisor: The Contractor shall specify one or more of its employees as the Site HSE Supervisor(s) who shall be responsible for attending HSE matters at all levels at the site of work, including emergency response.

Attendance of contractor: The contractor shall ensure that its site HSE supervisor is present at the place of work and performs supervisory functions at all times whenever four or more workers of the contractor or its sub-contractors are present at the place of work.

Statutory Compliance: Contractor shall identify, document and comply with all pertinent Health, Safety and Environment (HSE) laws and regulations, approvals, licenses and permits which are applicable to the services and conduct of activities.

Contractor shall conduct internal inspections and record to ensure full implementation of requirements and compliance with the system at the site. Contractor shall provide documentary evidence that it has complied with the system, on company's demand.

Contractor Site management plan: The contractor should comply with their submitted plan in his bid document on how to manage and improve the work site.

2. Hazard and Risk Assessment

Pre and post Job Safety assessments: Contractor is responsible and accountable for following effective procedures and assessment systems of company are in place to meet all HSE conditions.

Prior to the commencement of any operation/activity, Contractor must ensure the controls are in place as communicated through hazard and risk assessment. The risk assessment covers the following aspects of workplace

1. General Safety and Environmental Management Procedures
2. Waste Disposal
3. Equipment Decommissioning
4. Water Discharges
5. Material Storage/Spills
6. Storm Water Management
7. Use of Asbestos, Lead, CFCs and other objectionable chemicals.
8. Hot working, gas welding etc
9. All electrical works
10. Work at heights including scaffolding
11. Demolition
12. Construction work of any kind
13. Transport management
14. Tank cleaning or testing
15. Confined space, etc

3. Awareness, Competency and Behavior

Awareness: Before commencement of any Services, Contractor shall at its own expense ensure that Contractor's Personnel have been given the necessary HSE trainings, safe working behavior etc. The HSE training shall include a briefing explaining the nature of the part of the Services they will be performing, description of the hazards involved in the job, which may be encountered during the performance of the particular tasks, which they are required to perform. During such training, Contractor shall emphasize the fact that each person has an obligation to stop an act or task if it is unsafe.

Contractor shall ensure that Contractor's Personnel attend refresher courses to maintain familiarity with current procedures. Contractor shall provide evidence of completion of all training and competency assessments upon request by Company.

All Contractors' Personnel arriving on the site shall attend the Contractor's or Company's HSE inductions including a review of the site's safety procedures including Permit to Work and evacuation.

Contractor shall ensure safety meeting schedule, including but not limited to pre shift safety meetings, safety toolbox meeting, safety committee meetings and management review meetings.

Competency: The contractor shall ensure that all of its supervisory personnel performing work possess any specific competencies or qualifications, experience, responsibility and authorities required by applicable occupational health and safety laws, and shall provide proof of same satisfactory to company upon request.

Behavior: The contractor should provide adequate guidance so that contractor's personnel works to reduce workplace incidents and improve safe performance at all times. The contractor shall ensure that his staff conducts in a fit and proper manner whilst on site. Failure to do this may result in the removal or exclusion of such persons from the site.

4. Change Management:

If there is a change in site supervisor and contractor management personnel, it shall be notified to designated contractor manager as a part of Management of Change (MOC) process. This also includes reassess hazards and risk where the changes occur to the work scope, operations and equipment and the working environments.

5. Incident Reporting

Reporting: Any incident, injury, near misses, fire , explosion, spill of chemicals, environment degradation etc involving Company or Contractor's personnel, property or any third party property shall be reported immediately to Company, irrespective of whether injury to a person or damage to property or equipment resulted.

Access to site: If Company exercises its right to conduct its own investigation; Contractor shall provide Company with all reasonable assistance to allow & to complete its investigation.

Learnings: Contractor shall implement the learnings from incident to prevent a recurrence. Contractor must share lessons learned with Contractor's Personnel.

6. Safety Interaction

The contractor must conduct regular safety interactions of its Personnel in accordance with the Company's safety interaction process. The number and frequency of safety interactions to be performed will be at the discretion of the Company Representative. Quality assessments of the safety interactions will be undertaken by the Company's HSE Personnel.

The Service Provider must conduct investigations into incidents and injuries by its Personnel or involving its equipment and property in accordance with the Company's incident investigation process. Action items must be created to prevent recurrence and be closed out before due dates.

7. Emergency Drills

Contractor shall participate in emergency response drills to test the effectiveness of its emergency procedures and equipment and the knowledge and proficiency of Contractor's Personnel.

Contractor shall follow the company emergency response plan (ERP) which must be adoptable to suit the site.

8. Cardinal Rule*

Contractor shall ensure that all Contractors' Personnel follow the safety cardinal rules. The rules are:

- Using PPE at work is mandatory
- Obtain valid work permit before starting any work
- Do not use a mobile phone while driving
- Do not Park the vehicles in "No Parking" zones inside the terminal
- Do not smoke within the terminal premises
- Do not sleep while on duty
- Do not drive or work under the effect of drugs or alcohol
- Do not refrain from reporting any unsafe act/unsafe condition/incident/near- miss
- Don't drive without crash helmet / seat belt
- Do not cross speed limit inside the terminal

On violation of cardinal rules, yellow card will be issued to the concerned personnel and disciplinary action will be taken which may result in suspension of personnel also.

9. Personal Protective Equipment

Contractor shall, at its own expense, supply Contractor's Personnel, where required, in connection with the safe performance of the Services, with adequate protective clothing and other protective equipment which shall be maintained in good condition or replaced, and shall be worn at all times where required to manage potential injury hazards associated with a work activity under this Contract.

Contractor shall ensure that his personnel have been trained in the correct use and application of PPE. All such training shall be documented and available to company on request.

10. Equipment, Tools, Tackles and Resources

Contractor shall ensure that all tools and equipment used by Contractor's Personnel in the performance of the Services are suitable for use for the particular task or tasks for which they are to be used, are maintained in safe and operable condition and that users of the tools and equipment are trained, experienced and where necessary, licensed and certified to operate them.

Contractor shall maintain a register of all lifting equipment and tackle. Contractor shall, upon request, provide certification of inspection within the previous twelve months for all cranes and lifting slings and tackle before the equipment is used for the Work, and/or shall carry out such tests and inspections as are requested by applicable regulatory authorities. Safe Working Load (SWL) and radius charts shall be available for all lifting equipment and shall be marked on the equipment. Contractor shall ensure pre-inspection of lifting tools tackles including wire rope slings, clamps, shackles, hooks etc before taking up the job. Company reserves the right to require, Contractor to inspect any lifting gear that does not meet the requirements stated above. All equipment shall be stored and operated in accordance with the manufacturer's specification and guidelines.

Contractor shall maintain up to date copies of all tests and maintenance certificates relating to cranes, lifting beams pulley blocks and lifting gear, and shall make them available to the Company upon demand.

All tools & tackles required for the execution of the job shall be arranged by contractor. Also a periodic audit would be undertaken to assess the condition of such tools and tackles.

While using their equipment and carrying out any job, if any equipment / installation belonging to company or any other agency at site is damaged by contractor, it will be made good at the risk and cost of contractor.

Detailed risk assessments shall be conducted for all equipment to identify all foreseeable hazards and determine the most appropriate controls to mitigate the risks associated in using in accordance with HSE laws and regulation.

Vehicles operating in company premises shall observe all parking and speed restrictions, road signs and traffic rules as per company policy.

11. Material Safety Data Sheets

The contractor shall maintain, at the job site, Material Safety Data Sheets for all hazardous materials and products taken onto the job site.

Products are stored in appropriate containers clearly labelled prior to sending to site, all hazard substances are risk assessed to determine their safety requirements and suitability for use.

12. Work Permits

Contractor shall follow the site Permit to Work (PTW) system for carrying out hazardous activities that includes following (but not limited to) activities. The contractor shall not perform any of such activities without first obtaining and displaying/carrying the applicable work permit at the project site.

- a. Hot work
- b. Cold work
- c. Confined space entry
- d. Working at height
- e. Lockout / Tagout / Isolation etc.
- f. Excavation / trenching

- g. Any government related permit

13. Health and Fitness

Each contract employee shall undergo a pre-employment medical check and periodical medical examination (PME) as per the company guidelines by a registered doctor/ medical personnel and cleared for the type of work he/ she will undertake, prior to the commencement of work.

Contractor shall ensure that all Contractors' Personnel are able to perform the essential functions of their respective assignments and shall certify the same to Company if so requested by Company or if required by law. Contractor's medical assessment process shall equal or exceed the requirements of Company's medical assessment procedure.

Contractor shall ensure health assessment, monitoring and management of contract personnel exposure to noise, dust and other physical hazards that have the potential to be harmful to health.

14. Disease

Contractor shall ensure that any of Contractor's Personnel who exhibit any symptoms of any severe infectious disease that is communicable by air or surface contact immediately make appropriate arrangements to be medically assessed and removed from the Site until they have received medical clearance and can provide proof of such clearance.

15. Hygiene and Housekeeping

Contractor shall ensure that Contractor's Personnel maintain high standards of hygiene and housekeeping on the Site. Contractor shall conduct routine hygiene and housekeeping inspections on the site to ensure that standards are maintained.

Contractor shall collect and segregate scraps generated by their activities or services by creating separate bins and finally deposit or utilize as per the directions of COMPANY.

16. Environment Protection

Contractor shall ensure proper collection and storage of used oil and waste oil generated at site. The used oil and waste oil collected so shall be stored as per company instructions. Any oil/grease soaked cotton waste would be collected from site of work and suitably disposed as per the guidelines.

Contractor shall use appropriate personnel protective equipment and follow requisite procedure for handling, transportation and storage of Hazardous wastes inside the company including disposal sites owned by company.

Contractor shall be solely responsible for damage caused to the surrounding/ environment during transit.

Contractor shall ensure optimum use of water, energy and other resources while providing services and also work for loss prevention in the form of leakages, spills, overflows, wastages etc

Contractor shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid.

Contractor would ensure that spillages, leakages and overflows etc are attended immediately on notice or on intimation.

17. Smoking

Contractor's Personnel shall not smoke at the work site.

18. Contractor Accommodation

Where the Contractor's Personnel provides accommodation for contract workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. In particular, the provision of accommodation shall meet national legislation and shall have the minimum following:

- Provision of sanitary and potable water
- Safe location w.r.t health, hygiene and fire risks.
- Provision of first aid, medical facilities and proper ventilation.

19. Clearance of Site

On a continuous basis consistent with Good Industry Practice during the progress of the Works the Contractor shall clear away and remove pursuant to the directions of the Owner from the Site all scrap, debris, other waste materials. The Contractor shall, leave on the Site for the Owner such temporary works as instructed by the Owner, free of charge.

The Contractor shall at all times and particularly after completion of the Works, keep the Site and the Facility in a clean, safe and workman like condition and shall dispose of all rubbish (other than hazardous materials or other materials which may contaminate ground-water, for which other arrangements shall be made by the Contractor) in accordance with Good Industry Practice.

20. Removal of unsafe Workers

The contractor shall document any identified instances of noncompliance with safety requirements by its workers and subcontractors. Where any worker or subcontractor breaches safety requirements and thereby presents a threat of serious injury or death to any person, the contractor shall remove that worker or subcontractor from the site.

21. Subcontracting

The Contractor shall be able to demonstrate that he has applied selection procedures that ensure that his sub-contractors are demonstrably competent to perform the works safely. The Contractor shall provide to the company the names of sub-contractors he intends to appoint in advance of entering into a contract with any such sub-contractor. The requirements of this booklet, the contract

specification, the contract health and safety plan, the risk assessments and method statements shall be imposed upon sub-contractors by the Contractor.

22. Monitoring

Compliance check by contractor: The Contractor shall monitor his safety performance and that of his sub-contractors to ensure compliance with standards set in the contract. The frequency of monitoring will be dependent upon the risk profile and number of persons employed.

Root Cause of incidents: The Contractor shall cooperate by all means during incident investigation.

Audit by company: The Company reserves the right to audit all aspects of the management of health and safety on site at any time. Deficiency identified during any inspection / audit shall be entered into an appropriate action register that summarize the deficiency, the required actions, the person to whom that action have been assigned and date by which the action shall be completed.

The contractor shall be responsible to ensure all actions are completed, verified and closed within stipulated timeframes.

Monitoring by company: The Company reserves the right to allocate weightage and set safety KPIs in the contractor's scorecard. The scorecard performance shall be reviewed periodically.

23. Contractor Queries

The queries should be normally directed to company's designate as specified in contract. The site specific "contractor safety management manual" can also be referred for any clarifications when in doubt. The details on specific processes, operations and machineries and related hazards are detailed in this manual.

ADDITIONAL CLAUSES

SAFETY:

The Contractor shall take all safety precautions and provide adequate supervision by competent persons in order to do the job safely and without damage to personnel, environment and assets. The detail safety instructions and guidelines can be collected from the Engineer/Manager in charge and the Safety personnel.

Compliance to Safety Rules & Regulations: Contractor shall be responsible for and shall follow safety Act & rules under the provision of The Dock workers Act 1986 and Dock Workers (Safety, Health & Welfare) Rules 1990, Indian Electricity rules 1956, Gas cylinder Rules 2004 etc as amended up to date and other statutory safety rules & regulations in force during continuation of the contract.

Safety Training: All contractor employees should undergo Safety Induction training before putting them on the job at our Site. No worker/Employee should be allowed inside the company without gate pass. Gate pass will be issued only after undergoing the safety induction training .Employees should report in safety training with temporary gate pass(only for training), safety shoe, safety helmet and safety goggles. The contractor will ensure that Job specific Safety training is provided to

their employees from time to time by providing them the knowledge about the Occupational Hazards and their countermeasures.

PPEs: Contractor shall provide all necessary safety gadgets as applicable for the work area, like safety shoes, safety helmets, safety goggles, dust masks, ear plugs, hand gloves etc. to all his employees/workforce. All personal protective equipment (PPEs) should be of ISI grade confirming to recognize bodies (certified by EN/CE/NIOS/CLI) standards like:

- a) Safety Helmets as per IS 2925, EN 397, EN 340, ANSI Z89.1
- b) Safety shoes IS 15298, EN 20345.
- c) Double Lanyard Full body Safety harness as per IS 3521, with H 40 hook for workers working at Height more than 1.8 M.
- d) For welding PPEs such as Apron (as per IS 6153), Welding goggles (as per IS 1179), Face shield, Leather Gloves & elbow guards should be used.
- e) Good quality ear plugs and / or ear muffs as per IS 9167, EN 352.
- f) Good quality Safety Goggles, Dust mask as per IS 8522, IS 14352, Gumboots as per IS 5557, for the activities involving water logged areas.
- g) Hand gloves as per IS 4770, EN 420, EN 388, EN 60903, EN12477

The contractor should provide quantity of PPEs proportionate to the no of manpower deployed & the nature of the job at the site .In case of ambiguity our Safety Department Guideline on brand and quality of PPEs will be final.

At any point of operation of contract the contractor shall remain liable to report to the safety department with respect to ensuring Safety at the site.

Road Safety norms: All Employees of contractor including the vehicles used by them should strictly follow Road Safety norms as per company policy/procedure while working in the company premises.

Work Permit: Necessary work permits (Working at Height, Hot work permit, working in confined Space, Excavation, Cold work etc) should be ensured before starting such jobs. All safety guidelines mentioned in these work permits should be strictly adhered to.

Height Works: Supervisor must be present at site during height jobs or other risky jobs & ensure necessary work permits. Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labor shall be engaged for holding the Ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be Provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical). Safety nets conforming to IS 5175 should be provided, if required.

Electrical Works: Strict enforcement of Lockout & Tagout system to be ensured & necessary work permits to be ensured before starting of the Job. Mandatory use of Arc Protection Suit for work on electrical systems of voltage 6.6 KV and above to be ensured.

Excavation, trenching & Demolition:

Necessary work permits to be taken before any Excavation & Demolition work. All trenches 1.2 meters or more in depth shall at all times be supplied with at least one ladder for each 50 meters length or fraction thereof. Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

Before any demolition work is commenced and also during the progress of the demolition work –

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe. All necessary personal safety equipment as considered adequate by the Engineer -In-Charge should be kept available for the use of the persons employed on the Site and maintained in condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

Pressure vessels, Lifting Tools & Lifting machines: All Pressure vessels, Lifting tools, tackles, machines & mobile equipment like cranes, hydra, forklifts etc. should comply with Safety Standard & should have valid test certificate as per The Dock workers Act 1986 and Dock Workers (Safety, Health & Welfare) Rules 1990 and maintained as per the prescribed guidelines. A list of all such Pressure vessels, lifting machines, tools and tackles along with copy of test certificates must be submitted to Safety department before taking into use.

All Pressure vessels to have a clear marking of Safe Operating Pressure & to be operated below the Safe Operating pressure at all-time complying with the Guidelines.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

The below mentioned things to be ensured.

- a) Record of all lifting tools, tackles, lifting machines, hoists & lifts to be maintained in a Register as per Rule 51 of Dock Workers (Safety, Health & Welfare) Rules 1990.
- b) All Lifting gears to be marked with Identification No, SWL, Testing date, Due Date of Testing as per Rule 52 of Dock Workers (Safety, Health & Welfare) Rules 1990
- c) Annual & half yearly inspection as applicable to be carried out for all lifting machines, chains, ropes, & lifting tackles by competent person as per Rule 51 of Dock Workers (Safety, Health & Welfare) Rules 1990.

- d) Inspection to be carried out for all hoists & lifts by competent Agency. Record of the same to be maintained as per Rule 51 of Dock Workers (Safety, Health & Welfare) Rules 1990.
- e) Half yearly inspection color coding to be carried out by respective Agency /Department. (Q1-Green; Q2-Blue; Q3-Yellow; Q4-White, Rejected; Red).
- f) Physical verification to be done at site for all lifting tools, tackles, Slings & ropes by respective agency as per checklist.
- g) Periodic maintenance of All Lifting tools & tackles to be covered under Preventive Maintenance schedul.
- h) Forklifts /pallet trucks to be tested annually and record to be maintained.
- i) All Lifting machines to be painted fitted with fluorescent stickers (both front & back) & maintained in good condition with daily checking register by the drivers.
- j) EOT cranes should have at least one independent escape route and shall be provided with Warning/alarm devices while in operation. Standard hand signals to be displayed and training to be provided to the operators, riggers & signalers.
- k) All hooks shall be provided with spring retainers/latch.
- l) Hydra is strictly prohibited for shifting the materials .It can only be used for lifting the loads. Hydra crane shall comply with run over protection as per standard attached. Also all hydras to have clear marking of SWL in bold letter on different height of Boom, a display of load chart, copy of test certificate & board mentioning the details of Equipment no, SWL, Testing Date, Due Date of testing.
- m) All lifting tools and tackles shall comply with BIS and applicable reference standard number to be quoted for each equipment.
- n) Any incident of failure/breakdown to be properly investigated and recorded.
- o) Pre-employment & periodic medical examination including Audiometry & Color blindness test to be carried out for all EOT crane operators & drivers of lifting machines(Hydra, Forklift, Hencon, ATV, PTM, MTV etc.). & record to be maintained.

Competency: All contractors engaging 100 or more workers will have to keep qualified & experienced (minimum 1 year) Safety Officer(s) with qualifications as approved by safety department. Other contractors should appoint a safety supervisor/co-coordinator for coordinating safety activities with company safety office. Competency certificates (Experience and/ or statutory qualification) for welders, Riggers, electricians, Heavy earthmoving machine operators/drivers and other such specialist workers, shall be submitted by each contractor to the respective department HODs.

Maintenance of Safety Records & Reporting: The Contractor should maintain applicable legal registers. Apart from the same they should maintain register of PPEs Issue, Training of employees, Accident/Injury register, & Health checkup details etc. Following information to be submitted at the end of the every month (before 3rd of next month) to the Safety Department.

Any additional report to be submitted will be decided by our Safety department at the site.

Responsibility: Ensuring Safety and prevention of any incident of the employees of the contractor will be the sole responsibility of the contractor.

Violation & Penalties: In case of any violation of safety measures by the contractor or his employees will be taken seriously and in such situation our safety department reserves it's right to penalize the contractor as per "HSE Clauses for Contractors" circulated and revised as and when

required. Company may take decision to terminate the contract in case of serious/major violation by contractor.

Sl. No	Description of Unsafe Act/ Conditions	Penalty rate / Violation (Rs.)
1	Not using basic PPEs like (Safety helmet, Safety shoes, Reflective Jacket)	500/-
2	Using welding machine without proper plug pin, welding cable connector, earthing & ELCB	1000/-
3	Taking power by inserting naked wires instead of appropriate plug.	500/-
4	Taking electrical supply from DB without ELCB/RCCB	1000/-
5	Not using earth connection for electrical gadgets like grinder, drilling machines, pump motors, blowers etc	1000/-
6	Not using welding shield during Welding & not using Safety goggles during cutting/girding/drilling	500/-
7	Not following Safety Work Permit System	2000/-
8	Not following the safety advice/instruction of our safety official	5000/-
9	Bypassing safety interlocks or removal of safety guards	1000/-
10	Operating Hydra without Safety Guideline	1000/-
11	Using chain blocks or lifting tackles which are not tested or not meeting safety standards	1000/-
12	Gas cylinders without safety cap or kept full cylinder horizontally on the ground	500/-
13	Using gas cutters without flash back arrestors, damaged hose, and leaky cylinders	500/-
14	Sleeping at work	2500/-
15	Deputed for work at site without Safety Induction	5000/-
16	Using defective and non-standard pressure gauges	1000/-
17	Adopting short cut methods (Any Un-safe Act)	500/-
18	Talking/ texting on mobile or not wearing seat belt while driving	500/-
19	Non availability of Gate pass at premises	200/- person
20	For any accident due to the negligence of the contractor/ contractor's deployed agencies/ workers or sub-contractors following penalties shall be levied as mentioned below	
20a	Fatal Accident	2.5Lac/- or 50% of Contract value

		(which one will be Lower)
20b	a. For Major/LTI (Permanent Disability)	1.0 Lacs
20c	b. for LTI (Non-Permanent Disability)	25000/-
21	Operating Machines without the consent of the authorized Supervisor	Termination
22	Engaging in horse play, fighting or any mischievous act	Termination
23	Performing Non-Competent Jobs without valid authorization from company employee	Termination
24	Failure to immediately report an incident to supervisor/In charge/Safety dept.	One week suspension
25	Any act resulting in damage to Environment	25000/-
26	Any other penalty as recommended by HSE	As advised

Damages: Charges towards any damage of equipment/material at our site caused due to mishandling by contractor's workers/vehicle shall be deducted from contractor's bill after assessment by our Engineer in charge. The assessment of our Engineer In charge shall be final and binding on the contractor. All of the contractor's vehicle entering into company premises must be comprehensively insured.

No worker of contractor/contracting firm and the contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the company premises. If found under the influence of the above, the contractor /contracting firm shall have to change /replace him, failing which we may terminate the contract.

Smoking is strictly prohibited in company premises. Violators of the "NO Smoking" rules shall be discharged immediately. Handling of flammable materials inside company premises should be dealt with adequate protection so as to avoid fire & Explosion. Instruction from respective Department and Safety Department should be followed strictly for compliance of the same.

The contractor /contracting firm shall not deploy any person suffering from any contagious, loathsome or infectious disease. The contractor should ensure high standard of Hygiene in his workplace to prevent out break /spreading of contagious disease.

Reporting of Incident & Dangerous Occurrences: The contractor shall immediately upon knowing of any incident, damage or losses in which he is involved on the site should inform the area In-charge. The contractor shall not negotiate, pay settle, admit or repudiate any claim without the consent of our company management.

Score card system shall be followed and Separate guidelines for same shall be issued by HSE Dept. Time to time and accordingly appreciation and Penalty shall be imposed.