

TENDER DOCUMENT

SUBJECT: HANDLING OF THE MATERIAL BY HEMM (HEAVY EARTH MOVING MACHINERY)

- 1.7 Material to be transported for distance of about 2 Km one way.
- 1.8 In case of engagement of machinery for the job other than specified in this order, hourly rate shall be derived on actual cost basis and applicable for such job.
- 1.9 The feed size to the crusher should be maintained at 1.00 m x 1.00 m. This must be ensured by the operator while loading the material in the truck.
- 1.10 The Excavator operator and Shift supervisor should ensure to avoid entry of foreign materials to crusher like, Nuts, Bolts, tooth points, M S Plates, used filters Wear plates etc., which will damage the internal parts of the crusher or any other plant equipment's. If in such cases, a suitable penalty will be levied decided the plant authorities.
- 1.11 For better availability of tippers and hassle-free transportation; Compactor to be deployed for the maintenance of the entire haul roads to crusher
- 1.12 You will maintain the Daily Log- Book for record of material handled which will be certified by the Designated Officer of Company.
- 1.13 You shall obtain license from RLC (Central) for deployment of personnel if required under the rules.
- 1.14 You shall comply with all applicable statutory laws, rules and guidelines as may be required to give effect to this work order.
- 1.15 You are responsible for all the technical inspection of vehicle.
- 1.16 You shall ensure that all your equipment's are registered under Motor Vehicle Act and insured against fire, accidents, terrorism, any act of violence etc.,
- 1.17 You shall have Insurance and Medidclaim of your personnel working under your control and submit one copy of the same to the company.
- 1.18 You shall ensure to abide by the rules and regulations of our company and submit the reports to the company.
- 1.19 You shall have total responsibility for protecting your equipment and machines against any damage or loss and we will not entertain any claims thereof.
- 1.20 To carry out the above-mentioned jobs you should deploy the Machineries {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.
- 1.21 You will arrange adequate maintenance/operation personnel consisting of skilled operators, semiskilled, unskilled, supervisor and mechanic {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)} for smooth functioning of the equipment and coordination with operation department.

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Date: February 24, 2020

Dear Sir,

We are pleased to float our Tender Document on you for "Handling of the Material by HEMM (Heavy Earth Moving Machinery" at Orient Cement Ltd., Devapur "Company").

1 Your scope of Work:

- 1.1 You shall deploy adequate number of equipment's, machines and other necessary resources for above subject job at Orient Cement Ltd, Devapur as per the work plan provided by the In-charge.
- 1.2 You will arrange adequate maintenance/operation personnel consisting of skilled operators, semi-skilled, unskilled with valid license, supervisor and mechanic for smooth functioning of the equipment and coordination with operation department.
- 1.3 You will deploy adequate required "Grand new Excavator and Tippers to achieve average handling target of the Hrs. /Day / Month / Year {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.
- 1.4 You will arrange adequate no. of Excavator & Tipper {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}. In case of substantial additional quantity required to be handled, you will be given 2 months advance intimation for arrangement of additional equipment.
- 1.5 Approximate annual volume to be handled: {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.

1.6 Minimum assurance quantity (MAQ):

The annual approximate quantity volume will be 55-60 Lakhs Tons per Year (Inclusive of OB) for Initial 3 years. Quantity variation in 1st 3 years is min. however, in the 4th & 5th year we are expecting higher quantity to be handled as per our internal projections. The present equipment calculation is based on 1st 3 years quantity handling. Hence, additional equipment required for 4th & 5th year which will be communicated well in advance to you after reviewing situation and before end of 3rd year and accordingly separate rate to be finalized at that time based on requirement of additional equipment's for the additional tonnage which will be handled.

Minimum assurance quantity (MAQ): {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}. In case of any shortfall / excess, reconciliation of quantity will be done considering two years actual handled volume. Any variation in the MAQ, whether shortfall or excess shall be compensated by paying the component for fixed cost & variable cost respectively.

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- 1.37 An exclusive diesel bower of cap. 3-4 Kl. with measuring system should be provided for filling up of diesel for crawler mounted equipment as per approved from PESO department, as per standard.
- 1.38 All scraps like tyres, old batteries, used oil and metal scraps, hazardous waste, discarded spare parts should be disposed at every 6 months to authorized vendors by CPCB.
- 1.39 Housekeeping must maintain by your team at workshop, your office and stores room, Oil and tyre storage rooms, workmen rest shelters and other working premises.
- 1.40 For better housekeeping and to maintain your inventory and stock, an exclusive store in-charge must be deployed.
- 1.41 All air vessels should be tested by authorized persons of Inspector of factories and safety once in every six (6) months and certificates shall be maintained at site.
- 1.42 Tools such as hydraulic jack, slings etc. should be tested yearly once by an authorized agency / person or Inspector of factories and safety and certificates shall be maintained at site.
- 1.43 Fire extinguisher in all HEMM equipment to be checked, maintained and replace if necessary, on regular basis when needed and record of the same to be maintained.
- 1.44 All the equipment deployed at site should be maintained with a compliance report as per the SHE Annexure and the report should be submitted to the company every month.
- 1.45 All your vehicles will continue to undergo technical inspection by our staff/expert as per applicable laws. The observations must be rectified by the you within the stipulated time.
- 1.46 You shall ensure that all your Equipment and vehicles are registered under Motor Vehicle Act and other applicable laws and insured against fire, accidents, and any act of violence etc. Third party insurance shall be taken by the you wherever necessary.
- 1.47 You shall ensure that all your employees and workman abide the rules and regulations of company about the physical fitness of workmen engaged by you and submit the reports to the company.
- 1.48 Consumption of alcohol, Tobacco products/drugs is strictly prohibited in the company premises and the same is strictly adhered and monitored by your site in-charges/staff. If company detected the above-mentioned practices, the concern workmen will not be permitted to work thereafter, and suitable penalty will be levied over you.
- 1.49 All your work men will have to be covered under the applicable Law. Hence, they are required to undergo vocational training and Medical Examinations under the applicable Law /Rules. The cost of the Vocational Training & Medical examination will be borne by you.

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- 1.22 Minimum wage as specified by State / Central Govt. authority time to time shall be applicable and you will have to pay to all your workman accordingly.
- 1.23 The experience of all manpower deployed by the you should not be less than 3 years. A copy of operator license must be submitted to Department Head of Company.
- 1.24 For effective supervision you must appoint sufficient no of supervisors in each shift {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.
- 1.25 A competent Mechanical engineer should be appointed as Maintenance in charge for effective maintenance of all the HEMM equipment's and its availability.
- 1.26 You shall ensure the availability of required no of excavator operators, Tipper drivers, Compactor operator, during the operating Hrs. along with respective maintenance crew.
- 1.27 You shall arrange adequate numbers of welders & helper in your maintenance crew {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}. Whenever necessary the you should provide welder for company work.
- 1.28 You shall arrange adequate numbers of tyre mechanics and enough helpers for tyre repairing throughout the operating hours {As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)}.
- 1.29 Equipment availability should be maintained for continuous supply of material to crusher.
- 1.30 If the availability of equipment is less, then the standby excavators and tippers should be engaged for supply of material.
- 1.31 The auxiliary equipment i.e. Compactor, has to run as per stipulated hours (Min 150 Hours per month) and same will be reconciled every quarterly once. If found shortage of run hours the same will be deducted on pro data basis i.e. Rs. _____/Hr.
- 1.32 For the purpose of inflation of tyres of the vehicles and Equipment's, you shall continue to maintain an Air Compressor of suitable capacity in field area. Power connection for the same shall be provided by the company.
- 1.33 For better availability of equipment, tyre pneumatic tools shall be arranged and made continuously available in working condition along with necessary spares for pneumatic tools.
- 1.34 You must engage campers two number (2), for smooth control and supervision of Operations / Maintenance and for your supervisory staff throughout the operating Hrs.
- 1.35 Enough inventory of spares, tyres & oils and lubricants for all equipment to be maintained at site to reduce the breakdown time.
- 1.36 Any major breakdown where the equipment cannot be brought into operation for more than 72 hours, Spare equipment must be provided.

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- 1.63 You must deploy one (1) maintenance van for maintenance of your all equipment.
- 1.64 You must provide maintenance tools and tackles, electric battery chargers as per applicable standard.
- 1.65 You must provide PF, ESI, Gratuity, Bonus, leave, min. wages (State/Central as applicable), WC policy and PPE etc., as per relevant standards and in line with company policy.
- 1.66 Safety features in all HEMM equipment to be fitted and maintained with necessary spares as per applicable Law / Rules / Circulars. The following safety features should be there in the tippers and excavators.

1	Safety parameters in tippers (AC CABIN)	Audio Visual Alarm
		Rear view camera
		Rear view mirror
		Blind spot mirror
		Seat belt reminder
		Dump lift alarm
		Auto dippers
		Portable fire extinguishers (2 Nos)
		Propeller Shaft guard
		Driver anti fatigue device
2	Safety parameters in excavators (AC CABIN)	Cabin with ROPS/FOPS
		Battery cut off switch
		Cabin glass protection with mesh
		Auto Fire Suppression System
		Turbocharger guard
		Seat belt
		Battery cut off switch

- 1.67 Before appointment, the competency of all operators and drivers will be checked / interviewed by company officials and only on acceptance from company, you shall appoint the person.
- 1.68 PPE's should be provided to the workman whenever necessary and a record has to be maintained for the same. If any workman found without required PPE's, a suitable fine will be levied as per company SHE rules.
- 1.69 All workmen should be covered under PF Rules and other applicable rules as per the Labour Act.

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- 1.50 Usage of smart phones in the company premises is not permitted for workmen. You shall ensure the same.
- 1.51 You will maintain the Daily Logbook for record of material handled & running hours of equipment, production, HSD consumption, and the day wise report consisting of the above details duly sign & certified by the Designated Officer of the company.
- 1.52 You shall obtain license from RLC (Central) for deployment of personnel if required under the rules.
- 1.53 You shall comply with all applicable statutory laws, rules and guidelines as may be required to give effect to this work order.
- 1.54 You are responsible for all the technical inspection of vehicles.
- 1.55 You shall have insurance and ESI of your personnel working under your control and submit one copy of the same to the company for record.
- 1.56 You shall have total responsibility for protecting your equipment and machines against any damage or loss and company will not entertain any claims thereof on any circumstance.
- 1.57 To take care of the petty welding requirements of your equipment, one suitable welding machine should be made available at the workshop by you and power connection for the same shall be provided by the company. In addition, one portable welding machine to be made available by you to carry out the welding works for an Excavators / Tippers etc.in side the company premises.
- 1.58 Accommodation for Site in-charge & Owner, Company will provide Family Quarter (As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)). And manpower engaged for above job is in your scope only. We shall provide the suitable space at suitable location for constructing the infrastructure for the accommodation, along Electricity & Water (Free of Cost) Drinking water in your scope.
- 1.59 Transportation of workmen to & fro to the working site should be carried out in the most possible safest mode of transport.
- 1.60 All your workman should maintain discipline at workplace. If found any indiscipline activities among workman. The concern workman should be terminated by you on intimation from company.
- 1.61 All workman should be covered under Workman Compensation Act and required labour license should be obtained from concern authority and license copy should be submitted to Company HR & User Department of the Company.
- 1.62 Tipper washing should not be done at working site and must be done at washing ramp behind workshop. Washing equipment should be procured and maintained by you only.

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3.3 Company shall provide you a suitable space near the site to carry out the maintenance work. For establishing temporary workshop for maintenance of your equipment's, office, storeroom and other infrastructure facilities like drinking water will be in your scope.

4 Prices:

4.1 Monthly / fortnightly billing and payment shall be done on actual quantity handled during the period.

4.2 You shall be paid Rs per MT (excluding HSD) till 30th June 2025.

4.3 The rates will remain firm & fix through-out the tenure of this contract & no escalation shall be entertained on any ground.

4.4 Payment for Shortfall / Excess quantity handled –

4.4.1 The quantity reconciliation shall be as per clause No. 1.6 and in case of short fall or excess the component of fixed cost and variable cost will be paid respectively (As mentioned in Annexure 1(A) & Annexure 1(B) for OPTION (A), (B) & (C)).

5 HSD, Oil & Lubricants & Spares & Services for Equipment:

5.1 HSD shall be in scope of company and it shall be provided to you as per specified diesel consumption norms on LTR per Ton basis. In the event if HSD consumption goes above stated norms, the same shall be treated as deficiency in delivering service. As such, you shall reduce the value of excess diesel consumption in your bill and charge GST only on net amount.

For Example –

Company have issued Diesel for Rs 50,000 (Allowable: Rs 45,000, Excess: Rs 5,000)
Your Gross Bill Value (say): Rs 1,00,000/-
Less Deficiency in Service (say): Rs 5,000/-
Net Bill Value (say): Rs 95,000/-
Add: Value of Allowable Diesel Value: Rs 45,000/-
GST @ 18 % on say Rs 1,40,000/- = Rs 25,200/-

5.2 Initially HSD norm shall be fixed after conducting 1-3 months (or as deemed fit) of field study. Further HSD consumption will be studied annually and revised according.

5.3 Oil and Lubricants and all spares / consumable or additive or spares or services required to maintain and upkeep all your machines will be in your scope. Company will provide only HSD as supplied by Oil Company as per prevailing standard.

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1.70 All coordination with statutory bodies and related expenses as agreed will be in your scope.

2 EMD & Security Deposit:

2.1 EMD:

You shall furnish to the Company an interest free Earnest Money Deposit (EMD) for an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs only) towards the participation of tender & subsequent finalization process in line with Company requirement. In case of successful bid this EMD will be converted into security deposit.

2.2 Security Deposit:

2.2.1 You shall submit Security deposit or Bank Guarantee in favor of company within 7 days of receipt of LOI, for an amount Rs 50,00,000/- (Rupees Fifty Lakhs only) (after adjusting the EMD it will be Rs 35,00,000/-). The security amount shall be released after full deployment of all the machineries & resources at Site. If you fail to provide the information for stage wise tracking or failed to deploy the equipment's in given time frame, company reserve the right to award the order to other agency after forfeiting the security amount of Rs 50,00,000/- with the claim of any consequential loss to the company.

2.2.2 Once the deployment is successfully done, you need to provide the security deposit of Rs 15,00,000/- (Rupees Fifteen Lakhs only) throughout the tenure towards the performance of its obligation under this order and for provision of its services. The Security Deposit amount shall remain with the company until the successful completion of the order tenure & will be adjusted in the last billing of order after completing the closure formality as per the company policy. In the event of your failure to render the services in accordance of this order & if you are committing any breach of the terms of this order of which the company shall be the sole judge, the company at his liberty to pay itself out of the security deposit without prejudice to any other right of action accruing to the company and in the event of such appropriation, further deposit in lieu of advance against further orders shall be made.

3 Our scope of Work:

3.1 All working permission at site will be provided by us.

3.2 Company shall provide suitable space for labour hutment for managing accommodation workman. However, all infrastructure / construction requirement shall be borne by you. We shall provide the sufficient points for electricity & water supply on free of cost basis. At any point of time, this facility/infrastructure will remain the property of company and you shall not raise any claims during the demobilizing/evacuation for any reasons whatsoever. At the time of exit, if you wish you can dismantle & take away the remains/assets/scrap as installed/constructed by him.

any additional payments towards satisfaction of such taxes. You shall at all point of time comply with all the provisions of GST Act and rules/regulations made thereunder including but not limited to the anti-profiteering clause and in the event of any penalty, loss or damage caused to us as a consequence of you unable to comply with any of the provisions of the GST Act, you hereby agree to indemnify us and our employees, Officers, Directors and agents for such penalty, loss or damage without limitation and we reserves the right to debit your account to such extent and to adjust the same against your future dues.

8 Rules and Regulations for Health, Safety & Environment (HSE):

You will follow the all safety measure as per Annexure-HSE - Annexure-5 enclosed with order.

9 Compensation and Liabilities:

9.1 You shall ensure that the vehicle will be covered under comprehensive insurance which shall include compensation to passengers in case of accidents as per the provisions of prevailing laws. You shall provide us copy of all the documents like registration book, insurance certificate and license of your Operators.

9.2 We shall not be responsible for any dealing/ dispute with the R.T.A, any accident, payment of taxes, insurance, theft and other legal formalities, if any violations committed by you and your Operator appointed by you including their behavior/ discipline.

9.3 We shall not be responsible for any loss or injuries sustained because of your own negligence or otherwise.

9.4 In the event of the work order being terminated, the maintenance/operation personnel under this work order shall also stand terminated. Such personnel shall have no claims, whatsoever, on the Company for being provided with the further employment or termination benefits etc. on termination of the work order.

10 Validity:

The work order will be valid for a period of 5 years w.e.f 01.07.2020 to 30.06.2025 unless terminated under the applicable provision of this order.

11 Attendance Record:

You shall ensure that all your resource/personnel as may be required to render the services stipulated herein are registered with the Face Reading Attendance Machine installed at the Plant and should further ensure that all your resource/personnel should mandatorily record their attendance while entering and while leaving from the Plant on daily basis. Any unregistered resources/personnel with the Face Reading Attendance Machine shall not be allowed entry inside the Plant. If any resource of yours is found inside the Plant without registering with the Face Reading Attendance Machine, the Company reserves the right to penalize you for such default besides terminating the order forthwith.

6 Payment:

You will submit the bill fortnightly. Company will pay 40% of bill amount within three (03) days to compensate the expenses. Balance shall be paid within 15 days from the date of submission of bill. TDS will be deducted at the applicable rate from time to time from each of the bills, as per applicable tax laws and rules.

Payment will be made on tonnage basis and each trip will be weighed in the weighbridge. For billing purpose weigh bridge quantity will be considered, but during exigencies/maintenance of Weigh Bridge either (a) belt weigher reading will be considered as billing quantity or (b) average weightment of quantity by weighing 5-10 trips per shift on random basis. The choice of option a) or b) shall be discretion of Company In-charge. However, prior information will be provided to you.

7 Taxes:

7.1 The above rates are inclusive of all taxes except GST and same shall be paid extra as applicable.

7.2 You warrant that you are registered under the Goods and Service Tax Act ("GST Act") and will notify us if you cease to be registered for GST at any point of time.

7.3 It is hereby agreed that if the Services/supply render by you are a taxable service/supply under this PO, we shall pay you an amount equal to the GST amount paid by you on that taxable service/supply to the relevant GST authorities subject to following conditions:

7.3.1 You shall provide us a valid tax invoice in accordance with the GST Act that will allow us to claim the Input Tax Credit.

7.3.2 Company shall not be under any obligation to make any payment until the receipt of the tax invoice.

7.3.3 Payment of GST shall be released once GST credit is available to us on GST portal.

7.3.4 Notwithstanding anything contrary stated herein in the PO, we will have a right to raise Debit Note (along with interest) upon you in the event of we are not able to claim any Input Tax Credit under the GST Act for the services/supplies made under this PO for any reason attributable to you.

7.3.5 In the event an adjustment arises in connection with a service/supply made under this PO, you must provide us a credit note or debit note in accordance with the GST Act.

7.4 As an independent Service provider/Supplier, you shall be solely responsible to satisfy any current or future taxes that may be imposed under GST Act. We shall not be making

asserted failure by you or any of your officers, directors, employees, servants or agents to comply with any Applicable Laws.

15.4 Any and all losses arising from or incurred by reason of any failure of you or any your officers, directors, employees, servants or agents (i) to pay any taxes or dues relating to income or any other taxes required to be paid by such person; (ii) to make any payments or deposits in respect of taxes, provident fund, premium which are to be paid by such person in connection with the performance of its obligations relating to this Agreement; (iii) to file tax or any other returns as required by Applicable Law or comply with reporting or filing requirements under Applicable Law; or (iv) arising by reason of any misrepresentation by or on behalf of such person to any competent or Relevant Authorities.

15.5 Any loss or damage to any property of the company arising out of acts or omissions of you in the performance of your obligations under this Agreement.

16 Force Majeure:

If at any time during the subsistence of this Agreement, you, for reasons beyond your control, unable to carry out the work in terms hereof and/or the Property or building in which it is situated is destroyed or damaged by fire, tempest, earthquake, accident, Act of God, war, flood, strike, lay out, lay off etc., i.e. Force majeure so that the work and the terms of this Agreement cannot be reasonably fulfilled, the same shall not be treated as breach of Agreement and either parties shall have the option to put an end to this Agreement forthwith if such force majeure events continues for more than Five (5) days.

17 Termination:

17.1 At any time during the subsistence of this Agreement, Company may terminate this Agreement upon the occurrence of one or more of the following events, by a written notice,

17.1.1 Of seven (7) days, in case of a material breach or failure to comply in any material respect to any provision of this Agreement by you and such failure continues unremedied for more than seven (7) days following written notice by Company to the you.

17.1.2 Of seven (07) days, in case of appointment of any receiver, and manager or administrator or order passed for the winding up or liquidation for their equivalent in any jurisdiction which is applicable to you or any material part of their undertaking, except for the purpose of merger or amalgamation for corporate restructuring purposes as per terms and conditions approved by Company.

17.1.3 Of 7 (seven) days, if the relevant authority refuses to grant any of the requisite government approval or withdraws any governmental approval granted (other than for reasons attributable to you) or imposes additional conditions with respect to any governmental approval granted which are not acceptable to you,

12 Reconciliation:

Reconciliation of the services and resource/personnel as deployed by you should be done and carried out by you on periodic basis as defined or as and when requested by the company.

13 No Sub-Contracting:

You shall not subcontract or assign any portion of the services to any other person/ agency or any third party without the prior written consent of company. However, in case of your failure in getting work done in time, the company reserves the right to award such work to any other service provider for its completion. In such cases, any extra cost borne by the company shall be recoverable from you.

14 Insurance:

You shall purchase and maintain during the subsistence of this order at your own cost and expenses such insurance as required under the applicable laws and in accordance with Good Industry Practices and such other insurances to protect from claims which may arise out of or as a result from performance of the services or otherwise under this order, whether such claim may arise due to action or omission by you or by anyone for whose acts you may be liable.

You shall take out and maintain adequate professional liability insurance as well as insurance against third party liability (such as sub-vendor, consultants, advisors, specialists). Further, company undertakes no responsibility in respect of any life, health, accident, travel or other insurances which may be necessary or desirable for your personnel or workers or sub-vendor for the purposes of rendering the Services.

15 Indemnification:

You shall protect, defend, indemnify and hold the Company, its employees, representatives, directors, agents, stakeholder etc., harmless from and against:

15.1 Any and all losses arising from injury to or death of third parties or damage to or loss of property of third parties arising out of acts or omissions of you in the performance of your obligations under this Agreement except to the extent such losses are caused by the negligence or intentional or willful misconduct of, or breach of this Agreement by Company provided that you shall be responsible for any claim arising in respect of or in consequence of any accident or injury to any of your personnel or workers or resources.

15.2 Any and all losses arising from or incurred by reason of the acts or omissions of yours or any of your officers, directors, employees, servants or agents in the performance of your obligations under this Agreement or upon any material misrepresentation, breach of obligation or covenant under this Agreement.

15.3 Any and all losses arising from or incurred by reason of claims or sanctions or penalties imposed by any governmental or statutory authorities or others for any actual or

within a period of seven (07) days. Failure to comply with this requirement shall entitle Company to seize all the items within the office and store.

17.4.3 If the Services are terminated, you shall be entitled to be paid for the Services rendered until the date of termination.

17.4.4 In the event of termination of this Agreement by Company, you shall, if required by the Company's Representative, continue to perform the services or any of them as required for a period specified by the Company's Representative but not exceeding sixty (60) days whilst the successor operation and maintenance You installed, during any such period, you shall continue to act in all respects in accordance with this Agreement as if the same had not been terminated and your obligations hereunder continued during such period. Company shall afford you reasonable assistance in redeploying staff or making use of temporary staff to carry out its obligations and shall pay you during such period the Service Fee, as would have fallen due during such period if this Agreement had not been terminated.

18 Jurisdiction:

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India, the Courts at Hyderabad, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

19 Dispute Resolution and Arbitration:

19.1 Mutual Resolution

The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by mutual discussion, only failing which, by resorting to arbitration.

19.2 Arbitration:

All disputes and questions whatsoever which shall either during the continuance of this Agreement or afterwards arise between the parties hereto or arise between any party hereto or arise between any party hereto and the representatives of the other party hereto touching these presents or regarding the interpretation or the construction of any of its terms, conditions or stipulations or application thereof the matter shall be referred to Arbitration consisting of Sole Arbitrator. Such arbitration shall be in accordance with the Arbitration & Conciliation Act of 1996. It is agreed that the Sole Arbitrator shall be appointed by the Company. The award of the Sole Arbitrator shall be final and binding on both the parties hereto. Such award shall be reasoned and in writing. The arbitration proceedings shall, be held at Hyderabad. Provided, however that the Company shall at liberty to take steps in the Courts, for the appointment of receivers or otherwise.

in relation to the performance, execution and implementation of the Services and such refusal, withdrawal or imposition of additional conditions is/are non-appealable or the parties mutually accept and do not appeal against such refusal, withdrawal or imposition of additional conditions.

17.1.4 Of seven (07) days, in case you assign or transfers this Agreement or any right or interest herein or fails to perform or expresses its inability to perform the Services in accordance with the terms of this Agreement.

17.1.5 Of 7 (seven) days in case you fail to meet the requirement after being intimated by company or the company representative of the same.

17.1.6 Of 7 (seven) days in event of shortage of any raw material at the plant.

17.1.7 Immediate termination in case of any strike.

Without prejudice to any other rights or remedies available to company, Company shall be entitled to terminate this Agreement without notice, if you fails to maintain/retain all Applicable Permits in accordance with Applicable Laws and/or if any of the Applicable Permits are cancelled /withdrawn by concerned Authorities for any reason whatsoever.

In the event of termination Company shall be liable to pay the amount due up to the date of such breach / termination / services being provided by you & you shall be liable to perform all its obligations under this Agreement up to this date of termination/services offered.

17.2 Termination by Either Party:

Either Party may terminate this Agreement with a written notice of 90 (Ninety) days to the other party.

17.3 Termination Exclusive of other Remedies:

The termination or purported termination of this Agreement under this Clause shall be without prejudice to any claims or rights of any party previously accrued to it against the other party before the effective date of termination.

17.4 Consequences of Termination:

17.4.1 On termination of this Agreement by Company, Company shall have the right to engage the services of a third party for the provision of the Services and the resources/personnel of you may be undertaken by any such new third party. You hereby provide your unconditional approval for the same. Further you should handover all the records/registers/equipment or tools provided by company etc. to the new assigned party.

17.4.2 Upon termination of this Agreement, You and your resource/personnel shall be required to remove all its belongings from the Plants and/or the Company office

Pending final resolution of any dispute, the Parties shall continue to perform their respective obligations hereunder.

20 Other General Terms & Conditions:

20.1 You shall at all times during the term of this work order abide by all Applicable Laws relating to the performance of the Services and with all rules and regulations framed by the Relevant Authorities having control or jurisdiction over the Plant and other areas where the Services will be implemented and undertaken.

20.2 You at your own cost shall procure all required permits, approvals as per the Applicable Law from competent authorities required for effective performance of the Services under this Work Order before the execution of this Agreement.

20.3 You with respect to the deployment of resource for the performance of the Services shall comply without limitation, with all requirements of any Applicable Law relating to the deployment of resources or any subsequent modification or re-enactment thereof including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, payment of provident fund contributions, payment of gratuities, payment of bonuses, medical examination and Factories Act.

20.4 We reserve the right to withhold your payment, if you failed to perform obligation as mentioned above.

20.5 You shall provide your own identity cards duly verified and attested, to your personnel which they shall wear on person while on duty.

20.6 You are responsible for any injury or damage to the Company property and personnel caused by your men and pay for all the expenditure towards the treatment/repairs and replenishment of such injured personnel/properties.

20.7 You shall submit to the Company a list of personnel engaged by you giving full particulars like name, father's name, current and permanent residential addresses, PF No, Aadhar No, educational and professional qualifications, experience etc., or any information as called for by the Company from time to time.

21 Attachments:

- 21.1 Annexure 1A- Cost Element & Bid Sheet (No of Sheet 3)
- 21.2 Annexure 1B- Cost Element & Bid Sheet (No of Sheet 3)
- 21.3 Annexure 3- Applicable Penalty Clause (No of Pages 2)
- 21.4 Annexure 4- Statutory Rules & Regulation (No of Pages 7)
- 21.5 Annexure 5- Safety Health & Environment Policy (SHE Policy) (No of Pages 24)
- 21.6 Annexure 6- Pre-Qualification (Contractor Safety) (No of Sheet 1)
- 21.7 Annexure 7- Bank Detail RTGS (No of Pages 1)
- 21.8 Annexure 8- Tracking of Mobilization of Equipment's (No of Pages 1)

1.2.8. Improper housekeeping at work premises and garage.

2. Additional Penalty Clauses

2.1. Not supplying adequate number of Tippers/shovel for the mining operations in shift:- Rs 1000/- penalty on per shift, per Tipper /shovel basis.

2.2. Not providing min. 2 no of relieving drivers during tiffin time in A and B shift - Rs 500/- penalty on per driver, per shift basis.

2.3. Any damage to the company property – Double of the cost of repairing or re-establishment.

2.4. Death of cattle/any animal in your working area due to negligence of contractor / operator– Penalty at actual after settlement with local bodies, the same shall be paid by the contractor.

1. Provision of Penalty

1.1. Rs. 1000/- penalty on per day basis for delay in target date for following violations,

1.1.1. You will arrange adequate no. of Excavator and Tippers as per Work order to achieve targeted output per month in three (03) shift operations. In case of additional quantity required to be handled, you will be given 2-months advance intimation for arrangement of equipment.

1.1.2. You shall ensure that all your equipment's are registered under Motor Vehicle Act and insured.

1.1.3. An Against fire accidents.

1.1.4. You shall have ESI and Provident fund, of your personnel working under your control and submit one copy of the same to the company, salary should pay with in 10th of every month.

1.1.5. If standby shovel is not available for more than 24 Hrs.

1.2. Rs 500/- penalty on per day basis for delay in target date for following violations.

1.2.1. You will maintain the Shift wise / Daily Log Book for record of material handled which will be certified by the designated Officer of Orient Cement Limited.

1.2.2. You shall obtain license from RLC (Central) for deployment of personnel if required under the rules.

1.2.3. You shall comply with all applicable statutory laws, rules and guidelines as may be required to give effect to this work order.

1.2.4. You are responsible for all the technical inspection of equipment related with work order.

1.2.5. You will arrange adequate maintenance/operation personnel consisting of skilled operators, semi-skilled, unskilled with valid license, supervisor and mechanic for smooth functioning of the equipment and liaison with operation department.

1.2.6. You shall ensure to abide by the rules and regulations of our company and submit the reports to the company, Providing of personal protective equipment on job specific compulsory.

1.2.7. Not attending daily production meeting without prior intimation.

ANNEXURE - 4
Statutory Rules & Regularities

- 1.12** You will ensure compliance of "OHSAS-18001", "ISO-9001" & "ISO-14001" and impart proper training in safety and other procedures to your workmen from time to time. Only those persons will be engaged who are trained/experienced on that particular job. You shall abide by Company's standing instructions on Environment Management System.
- 1.13** You should maintain proper records & entries of your workmen. All workmen should have proper gate passes, / identity cards.
- 1.14** Workers are not to be engaged continuously for more than 8 hours unless & until specifically asked by Officer-in-charge and permitted as per Law. This will be subject to company's HR policy and guidelines as may be issued from time to time.
- 1.15** You will ensure that its employees and workers maintain necessary discipline while working at Company's site and follow the Company's policies and instructions in this regard. Unauthorized entry in non-working areas is strictly prohibited. For any act of misconduct by your labour, you are liable to initiate disciplinary proceedings against such workmen and submit copy of proceedings to the Company.
- 1.16** You will comply with all requirements of the Company's P & A and safety department with regard to engagement of manpower in Company's site and submit copies of all required documents in this regard and obtain periodical clearances as demanded. The Company reserves the right to hold payment of any bill in part of full in the event of your failure to comply with the directions of the Company in this regard or in regard to safety requirements while working at Company's site. This is not an exclusive order.
- 1.17** During the currency of the order, the Company reserves the right to further split the work among one or more additional service providers based on quantum of work, operation needs etc as per the sole decision of the Company, which shall be final binding to you.
- 1.18** You will ensure that your supervisors, employees and others are efficient, prompt and trained in various operations.
- 1.19** In case of any loss or damage caused to the company on account of any act, omission, negligence on your part or on the part of your employees, you will be liable to make good such losses or damage to the company. Such losses or damages shall be determined by the company and you will not question about the validity of the same.
- 1.20** Smoking inside company's packing plant, silos and storage places is dangerous and therefore, is strictly prohibited. You are will enforce strict discipline and shall ensure that your representative or labors do not violate any company's rule or discipline. You will be responsible for any loss caused on account of the discipline or any fire arising out of the smoking.
- 1.21** As per Karnataka Factories Rules, you shall get your employees medically examined by our Chief Medical Officer before they are employed by you and their medical reports shall be maintained in prescribed form of the said rules. Those who are found medically unfit or having any contagious disease shall not be engaged by you.
- 1.22** It shall be your responsibility to see that your workers fully cooperate and co- ordinate their work with Company's concern officer in charge and fully abide by the instructions issued by the concern departments.
- 1.23** You shall in general abide by all statutory and standing instructions with regard to labour Laws and employment of labour and as may be directed by Company's P&A department.

ANNEXURE - 4
Statutory Rules & Regularities

1. STATUTORY RULES & REGULATIONS AND GENERAL CONDITIONS GOVERNING THE ORDER ETC:

- 1.1** You shall employ and pay your staff and workmen in accordance with all statutory regulations, settlements, awards etc. as may be applicable time to time.
- 1.2** The You shall ensure & confirm that all the Labour Laws governing the Employees and Workers (i.e. Supply / Engaged directly) deployed for the work under the terms of the order, shall work within the Factory in accordance with the provisions of the Factories Act. You shall also implement all other Act(s) and Rules and regulations, as applicable to your workmen in the company premises. You shall maintain necessary records and shall be responsible to report to the company's authorised officials in this regard and comply with their directions. PF / E.S.I. coverage of employees 'OR' insurance cover under W.C. Act, whichever is applicable and labour license & other statutory certificates shall be submitted before start of work at our site to our P&A Department.
- 1.3** You shall abide by the provisions of Motor Vehicles Act and regulations framed there under from time to time and will be solely responsible under the act.
- 1.4** The deployed vehicle / equipment should have up to date proper commercial registrations, insurance and pollution Certificate, Fitness Certificate etc.
- 1.5** If any amount becomes payable by the company as result of any claim or application in terms of the provisions of the said Acts and any other legislation and Rules/regulations there under, such amount shall be recovered from you by the company from his bills payment or otherwise.
- 1.6** Persons engaged or supplied by you in connection with the performance of the order, shall be employees of you and if any claim shall be lodged against the company in respect of non-payment of wages or remuneration etc. or any description, due from you in the discharge of the payments to your employees, such amount will be recovered from you.
- 1.7** You shall ensure the age of workmen and you shall not engage / supply any child labour in or for any work.
- 1.8** You shall maintain and produce relevant records as per the provisions of the aforesaid Acts, rules and instructions, on demand from statutory authorities or from the authorised officers of the company and any failure on your part in this regard, will be deemed as violation of the order terms. You shall also file returns / reports to concerned Statutory Authorities as prescribed.
- 1.9** The Company reserves the right of awarding order at any time during the tenure to one or more service provider and or by negotiating & appointing some other Service provider accordingly, and of appointing any other Service provider for any services referred to in the order to meet an emergency, at your cost and risk, if the Company acting through its Officers is satisfied that you are is not a position to render specific services within the period in which such services are required.
- 1.10** Without prejudice to the rights of the Company hereunder repeated failure to execute work as per order on the part of Yourself, the Company will be at liberty to cancel the order. In such cases, security deposit will be forfeited without giving any notice. Apart from forfeiting the security deposit, work will be carried out through an alternate agency at the cost and risk of Yourself.
- 1.11** You shall indemnify the Company (or its underwriters if any) against all claims for damages, suits and demands preferred against the Company by third parties in respect of accidents, injuries of death of third person and also for loss or damage to the Company materials caused by you or your employee/agents.

ANNEXURE - 4
Statutory Rules & Regularities

- B) without determining the order to take over the work from you or any part thereof and complete the same through a fresh service provider or by other means at risk and cost of yours, you and your sureties if any, being liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company, over and above the costs at the rates specified in the Schedule of quantities and rates.
- 6.2** Before determining the order as aforesaid and provided that in the judgment of the Company the defaults committed by you or are cured and can be cured by you if any opportunity is given to you so to do, the Company may by notice in writing, call upon you to cure the default within such time as may be specified in the notice.
- 6.3** In the event that the Company proceeds in the manner prescribed in para 6.1 (A) or in para 6.1 (B)
- a) Without prejudice to the right of the company to recover from you the excess cost referred to in the para aforesaid the company shall also have the right of taking possession of and utilizing in completing the work or any part thereof, such materials, equipment and plant belonging to you as may be at the site of work and you shall not be entitled to any compensation for use of or damage to such materials, equipment and plant.
- b) The money that may have become due to you on account of work executed by you already shall not be payable to you until after the expiry of defects liability period, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the order rest exclusively with you and such money shall be subject to deduction of all amounts due from the Company to you whether under the terms of the order or otherwise as authorised or required to be reserved or retained by the Company.
- c) The company shall also have the right to proceed in the manner prescribed in para 6.1(a) above in the event that you becomes bankrupt or insolvent or compounds with the creditors or assigns the order in favor of your creditors or any other person or persons or being a company or a Corporation goes into voluntary liquidation provided that in the said events, it shall not be necessary for the Company to give any prior notice to you.
- d) Termination of the order as provided for in para 6.1(a) above shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

7. NO COMPENSATION FOR ALTERATION OR RESTRICTION IN WORK:

If at any time from the commencement of the work the Company shall for any reason what so ever not require the whole work or part thereof as specified in the tender to be carried out, the Officer-in-charge shall give notice in writing of the fact to you, who shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

8. COMPANY NOT LIABLE TO PAY COMPENSATION:

You shall have no claim against the Company for any damages or for compensation for the reason of any failure or omission on the part of the Company to carry out the provisions of the order for any reason beyond its control.

9. YOUR'S RESPONSIBILITY WITH OTHER AGENCIES:

ANNEXURE - 4
Statutory Rules & Regularities

2. ORIENT CEMENT LTD'S LIEN:

The Company shall at all times have lien on all or any moneys that may be due or become due and/or payable to You under the order and or deposit or security amount or amounts made under the order condition or in respect of any debit or sum that may become due and payable to the Company by you either alone or jointly with another and either under this or in any order or transactions or any nature whatsoever between you and the Company.

3. SAFETY:

3.1 You shall provide personal protective equipment like helmets, safety shoes, safety goggles, hand gloves, to all your employees at your own cost including Dust Masks, Earplugs, safety belts etc. You will not start any job of breakdown/shut down without obtaining work permit from Safety Department of the Company.

3.2 You shall intimate the report of accident, if any occurs while in the course of execution of work within one hour from the occurrence of accident to P&A, Safety & User department.

3.3 Standing orders and general safety conditions relating rules, fire and security regulation, policy, instruction and Company's guidelines will be applicable to you and to be deemed to the part of this order and is binding on you.

4. SUB-LETTING:

You shall not suborder, sub-let transfer or assign the order or any part thereof or any of the obligation of yours hereunder.

5. NOTICES:

All notices to be given under the provisions of this order shall be forwarded by registered post/courier/fax addressed to the respective parties at the address notified or at such other address or addresses, as either party may from time to time designate by written notice as its address or addresses. All notices, so mailed shall be deemed to have been served.

6. YOUR FAILURE TO COMPLY WITH THE PROVISIONS OF ORDER:

6.1 If You refuses or fails to execute the work or any separable part thereof with such diligence as will ensure its completion within the time specified in the order, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the order or in any manner commits a breach of any of the provisions of the order (strike by your workers and lockout in your works included), it shall be open to the Company at its option by written notice to you.

A) to determine the order, in which event the order shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Company on that behalf, whereupon the progress, except such work as the Company may, in writing, require to be done to safeguard any property or work or installations from damage, and the Company for its part, may take over the work remaining unfinished by you and complete the same through a fresh order or by other means at the risk and cost of yours, and you and his sureties, if any, shall be liable to the Company for and excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rates specified in the Schedule of quantities and rates.

Without repugnance to any other condition, It shall be the responsibility of you executing the work to work in close co-operation and co-ordinate in the work with the other service providers and other agencies or their authorised representatives.

10. MEMBERS OF THE COMPANY NOT INDIVIDUALLY LIABLE:

No Director, or official or employee of the Company shall in any way be personally bound or liable for the acts or obligation of the Company under the order or answerable for any default or omission in the observance or performance of any of the acts, matters, or things which are herein contained.

11. COMPANY NOT BOUND BY PERSONAL REPRESENTATIONS:

You shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation, or statement or alleged representation, promise or guarantees given or alleged to have been given to you by any person.

12. LANGUAGE TO BE USED:

The Order and all correspondence between the Company and you shall be in the English Language.

13. UNIT OF MEASUREMENT:

Only metric system of units shall be used.



Contractor Safety, Health and Environment Rules

It is the Policy of Orient Cement Limited ("Orient Cement") to execute all its activities in a manner which will serve primarily to protect all its employees, workmen, labourers, associates, stakeholders, suppliers, property & assets etc. from injury, illness, loss or damage as the case may be and to ensure that there is no Environmental and Property Damage. In this document relevant clauses are described to adhere the terms and conditions on Safety, Health and Environment by the Contractor, Sub-Contractor, obtaining the Work Order and will be associated with Orient Cement Limited. These clauses need to be enclosed/ annexed in every RFQ and Work Order and the same to be understood and acknowledged by every Contractor/ Supplier.

CONTENTS:

- A. SCOPE
- B. LEGAL AND OTHER OBLIGATIONS
- C. CONFIDENTIALITY
- D. PPE (PERSONAL PROTECTIVE EQUIPMENT)
- E. HEALTH & SAFETY TERMS, CLAUSES & MEASURES
- F. ENVIRONMENTAL CLAUSES
- G. AWARD FOR BEST SAFETY PERFORMANCE
- H. PENALTY CLAUSES FOR NON – COMPLIANCES
- I. DISCRETION OF ORIENT CEMENT LTD. SITE SAFETY/ EHS HEAD
- J. DRIVING & VEHICLE GUIDELINES
- K. MEDICAL RECORDS FOR THE CONTRACT EMPLOYEE

A. SCOPE:

- Ensure accident free working at the sites associated with Orient Cement Limited working.
- All jobs as defined in the contract within the company premises or associated with company related work is made/ carried out in a manner that the risk to Health, Safety and environment is adequately addressed.
- Compliance of all the central, State and local regulations (Acts, Rules & IS specifications) pertaining to Health, Safety & Environment including employment & conditions of services. Compliance of Health, Safety and Environment standards & practices of Orient Cement Limited.

B. LEGAL & OTHER OBLIGATIONS:

The contractor and his/ her employees will be responsible for observing all the applicable statutory and regulatory requirements under the prevailing EHS Acts/ Rules with their amendments such as, but not limited to:

- Factories Act 1948 (Amended 1987 & 2001) and State Factory Rules of respective States
- Building & other Construction Workers Central Rules 1998 & State Rules of respective States
- The Mines and Minerals (Development and Regulation) Act, 1957 and Allied Rules as amended from time to time
- The Petroleum Act 1934 and The Petroleum Rules 2002 (Amended 2011)
- Gas Cylinder Rules 2004 (Amended 2015)
- Contract Labour (Regulation and Abolition) Act 1970 and Rules their under with amendments
- ESI Employees' State Insurance Act, 1948 and Rules their under with amendments
- Indian Explosives Act 1884 (Amended 1983) and The Explosive Rules 2008 (Amended 2011)
- Indian Electricity Act, 2003 (Amended 2007) and Indian Electricity Rules 1956 (Amended 2007) and Central Electricity Authority (CEA) Regulations 2010 & 2011.
- Indian Boilers Act 1923 (Amended 2007), Indian Boilers regulations 1950 (Amended 2010) Boiler Rules of respective States



Undertaking

Subject: Undertaking for Contractor Safety, Health and Environment Rules

Your Enquiry No. :
Date :
Scope of the Job :
Location :

In reference to the above mentioned details, we are giving undertaking that "Contractor Safety, Health and Environment Rules" issued by Orient Cement Limited have been received and understood by us. We undertake herewith that we will follow the Safety, Health and Environment Rules of Orient Cement while executing the job, if awarded to us.

Thanking you,

Authorised Signatory

Contractor Company Name :
Address :
Representative Name :
Designation :
Contractor Company Seal :

Note: It is mandatory to submit this Undertaking along with your quotation failing which your proposal may be rejected.



✓ Irrespective of the numbers of manpower deployment, at least one (01) Safety supervisor will be required at site during the job planning, execution, dismantling and completion for the following job contract:

- ✓ Silo Cleaning/ working in confined space
- ✓ Working at height
- ✓ Lifting & handling of heavy items
- ✓ Scaffolding & similar activities

✓ Minimum qualification:

- (i) Safety Supervisor will be Diploma in Eng. or Graduate in Science + 2 years' Experience in Safety
- (ii) Safety Officer will be Diploma in Eng. or Graduate in Science + Diploma in Safety from recognized institute + 2 years' Experience in Safety

II. Contractor shall ensure that the skilled manpower is engaged, as per the job requirement.

Contractor has to designate the supervisor for each job. Each supervisor will not handle more than 5 jobs simultaneously depending on size, location and type of work. Safety and workmanship quality of the job is the responsibility of the contractor and their supervisor.

III. The contractor shall have insurance policy for his workmen under Workmen/ Employee Compensation Act before commencement of work as per the statutory requirement. If ESI is applicable at the work premises, the contractor need not to have insurance policy under Workmen/ Employee Compensation Act however the contractor has to get registered under ESI Act 1948 and has to comply with provisions of ESI Act 1948 and applicable rules & regulations.

The contractor will be solely responsible for the safety of his workmen/ employees.

IV. Contractor will arrange identity cards for their employees in line with Orient Cement HR policy and procedure for easy identification of their employees at site of work.

V. Compliance of all statutory requirements of Central & State Government pertaining to Safety, Health and Environment and other labour laws.

VI. Safety Helmet, Safety Shoes and Hi-Visibility jackets are compulsory at the site right from the Plant/ Mines gate itself. Other necessary safety appliances must be used as per the job requirement. It is obligatory on part of the contractor/ consultant or any outside agency working inside/ in control of Orient Cement Premises to know, understand & fulfill Company's rules & regulations.

VII. To engage only such workers in the job who know the work and have the required skill and abide by all the statutory regulations. The undertaking to that effect will have to be submitted by the contractor to the Head of User department. The contractor will submit the skill assessment of the manpower to the Project/ Work coordinator for validation before start of the work. Work to be started by the contractor only after the clearance is given in writing by Project/ Work coordinator.

VIII. Before starting the job, the contractor will meet with concerned Orient Cement job executor (HOD) and then concerned HOD will direct the contractor to Orient Cement HR department for verification/ certification of all legal document i.e. Contract Labour License, Insurance, PF, ESI, medical fitness certificate, copy of Work order etc. which



- Workmen Compensation Act 1923 (Employee Compensation Act – Amendment 2009), ESI Act 1948
- Environment (Protection) Act 1986 (Amended 1991) and Environment (Protection) Rules 1986 (Amended 2010) and Notifications made there under
- The Air (Prevention and Control of Pollution) Act, 1981
- The Water (Prevention and Control of Pollution) Act, 1974
- Manufacture, Storage & Import of Hazardous Chemicals Rules 1989 and amendments

In addition to the statutory & regulatory (legal) compliances, the contractor shall ensure that all the safety, health and environment guidelines issued by local management on case-to case basis are adhered to.

C. CONFIDENTIALITY:

All manufacturing processes and operations, information, documents of Orient Cement Limited are considered as confidential. Contract employees are expected not to discuss anything observed in Orient Cement facilities with anyone outside the plant. In Addition, no video, photographic or reproduction equipment of any kind may be used within the facilities unless a pass has been issued by the Security Department of ORIENT CEMENT Ltd. Disclosure of any information of the Orient Cement Limited shall attract legal action against the contractor/ supplier.

D. PERSONAL PROTECTIVE EQUIPMENT (PPE):

All contractors should procure the standard quality PPE, confirming National/ International standards in line with Orient Cement guideline with uniformity at their own cost and use the same within Orient Cement's works premises by themselves and their crew members. Please refer Table No. 4 for specification and details of PPE.

- Safety helmet with chin strap (Mandatory PPE)
- Safety shoes (Mandatory PPE)
- Hi-visibility jacket (Mandatory PPE)
- Hand gloves (Job specific)
- Nose mask (Job specific)
- Ear muffs/ plug (Job specific)
- Safety goggles for dust protection (Job specific)
- Full body safety harness (Job specific)
- Aprons (Job specific)
- Goggles - Welding/ Cutting/ Grinding/ Dust Protection (Job specific)
- Face Shields (Job specific)

E. HEALTH & SAFETY TERMS, CLAUSES & MEASURES TO BE COMPLIED BY CONTRACTORS AND THEIR WORKMEN:

I. The contractor shall have competent & dedicated safety supervisor to ensure Compliance to safety measures/ rules and regulations. The guidelines for deciding number of safety supervisor:

- ✓ If average manpower deployment on daily basis per contractor for the specific contract falls in between 50 – 100, one Safety Supervisor will be required. If deployment of man power exceeds 100 nos., one additional Safety Supervisor will be required up to 200 manpower. If, manpower deployment exceeds 200, then one (01) Safety Officer is required for each additional 100 man power.



- Work at Height Permit – To be obtained to perform any work above 1.8 Meters, with or without scaffolding, working on Roofs etc.

- Scaffolding Permit – To be obtained for using Scaffolding – Erection & Dismantling. Request to be given to Civil/ Process for providing Scaffolding in any work area. Scaffolding to be inspected and Tag to be provided.

- Cyclone Unplugging Permit – To be obtained for performing Cyclone Unplugging

- Jam releasing/ poking activities.

- Excavation Work Permit - The making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping to a depth deeper than 1 meter and wider than 0.5 meters including Removal of set material (Clinker/ Cement) work (excluding excavation work being performed in quarries and operating stock piles.

- o Excavations at depths greater than 4 meters must be benched.

- o Accumulated soil from the excavation is not located at least 2 meters from the edge of the excavation or trench.

- o Designated access and exit points are provided for personnel

- Energy Isolation Permit – To be obtained for performing maintenance work on any equipment by Isolation of all energies associated. Energy Isolation matrix to be maintained and displayed.

XIII.

It is necessary to display sign board/ barricading/ red reflective tape as the case may be in coordination with concerned job executor department. Cost of the same is to be abided by contractor; only in case of contract value exceeds equal or more than Rs. 1 Crore.

XIV.

In case of accident the person should be immediately sent to plant medical center/ dispensary and accident report in proper format, duly signed by his authorized representative should be submitted to plant section in charge and Safety officer. Further contractor will be solely responsible for consequence management, medical treatment as applicable based on various laws.

XV.

Valid Test certificate of competent authority approved by the State Government will be required for all lifting machines, tools and tackles, Pressure Vessels etc. and furnish a copy to Orient Cement concerned dept. and Safety Department.

XVI.

In case of any accident of the contractor employees, the contractor will have to take care for the medical treatment/ compensation what so ever as per the industrial rule.

XVII.

The contractor has to follow safe working procedure(s)/ work instruction(s) for the job awarded to him in consultation with the concerned user department & Orient Cement Safety Officer. For high risk jobs viz. Silo Cleaning & working in confined space, Working at height, Lifting & handling of heavy item, Scaffolding & similar activities, the contractor has to prepare & submit a safe working procedure to safety department for its review before commencement of work. The contractor and their employees has to comply with DRIVING & VEHICLES GUIDELINES of Orient Cement.

XVIII.

Contractor working inside the plant is not allowed to store combustible material/ Chemicals in his any of the godown/ storeroom. In case of storage of the same as per job requirement, prior written permission from safety department & security department has to be taken. The contractor in this regard shall ensure compliance of legal rules & regulations and MSDS must be made readily available.



needs to be mandatorily available with contractor while entering in the premises. After validation of these documents, HR Dept. will forward for safety induction. Safety Department will impart the safety induction/ training with attendance sheet of induction. Gate pass will be issued by Security department only after safety induction and recommendation by HR Dept. Without the said certified documents, no contract employee shall be put on job. Please refer Table -1 of this document.

IX.

The contractor has to comply with the statutory norms of medical health checkup at least once a year by qualified competent & registered doctor for his workmen engaged for the job. This is a prerequisite before deployment at site.

Contract workman engaged for Silo Cleaning and Working at Height activities must not be suffering from Hypertension, Diabetes, and Vertigo & Epilepsy.

Contractor to provide Medical health check-up certificate for such workmen and the report should include these additional medical parameters. Copies of the medical certificate are required to be submitted to Orient Cement HR department. Orient Cement Limited reserves the right to stop any contractor employee if any one does not qualify at the time of Medical examination by Orient Cement Limited or any agency appointed for this purpose.

X.

Entry of all type of Lifting machines (Crane, Hydra, Forklift etc.) will be done on producing its valid Test Certificate from the competent authority. These vehicles shall be inspected through safety department by using appropriate check list including working conditions of limit switches for SWL (safe work load). These machines should not be deployed on job without availability of working limit switches. Process of gate pass entry for these lifting machines and other Heavy Vehicles (Tipper, Excavator etc.) shall be same as man power entry.

XI.

In case of jobs like Excavation, Working at height, Confined Space Entry, Working on energized line (Energy Isolation), Hot work, Cyclone unplugging, Scaffolding and other general works, the contractor site in-charge must obtain a Permit to Work (PTW) in writing after identification of Hazards and assessing the risk at the work location. A copy of the permit must be sent to Orient Cement Limited Safety Department and to the concerned department of Orient Cement Limited prior start-up of the job. Concerned job executing department/ safety department officials of Orient Cement Limited can visit the site and has the authority to stop the job if found unsafe. Permit to Work (PTW), prescribed by Orient Cement Limited procedure No. OP 51 with permit formats numbers OF-01 (OP-51) to OF-08 (OP-51) to be followed by each contractor.

XII. Work Permit process

- General Work Permit – To be obtained for performing the general routine/ non routine jobs.

- Hot Work Permit – To be obtained for welding/ gas cutting/ grinding works.

- Work in Confined Space Permit – To be obtained before entering into confined or restricted spaces like Silo, ESP, RABH, Cyclone, Bin Hopper, Duct, Separator, Mill, Boiler, Tunnel, Gutter, Tank, GCT, Kiln, Cooler, Large Air Receiver. Concerned area process in-charge is responsible for gas monitoring using multi gas detector at regular intervals and monitoring results to be recorded for measuring Temperature, O₂ & CO, NH₃ levels.

- Use ladders conforming to B.I.S. Specifications viz. IS 3696.
- Inspect ladders before use, no broken rungs, no split side rails, no worn or broken safety feet.
- Tie all ladders securely at the top. If this is not possible then secure the ladder by the side at the highest point.
- Do not leave tools attached to or on top of the ladder, after completion of the job.
- No metal ladders near live electrical wiring. Use only FRP Ladders for electrical works.
- When ladders are used, these must be in good condition and free from defects. Ladders must be placed at correct angle (1:4) with 1.0 Meter above landing platform and tied to landing platform. No single ladder to extend above 8.0 Meter is allowed and the distance between the two rungs should not be more than 250 mm.

(b) Working on Elevation:-

- Protect men working below and never drop or throw tools, debris and spare parts. Always use a hand line, and lower it down.
- Use approved safety tools while working on elevated machinery.
- Do not go out on the roofs, which are not provided with walkways unless specifically instructed by your supervisor.
- Never stop on a false ceiling.
- Where there are no adequate handrails or enclosures wear a safety belt with properly secured lifeline.
- Always check the condition of the safety belt and line before use.
 - Safety Belts: The workers working at greater heights, scaffolding and pulling the winch bucket should use safety belts properly tied to fixed structures. (Safety Belt with lifeline tied with a fixed member preferably at a height above the place of work).
 - Where any person is allowed to work at place from where he may be fall from a distance of more than ten feet height, He shall be provided with a safety belt and a darning at the back for fastening a rope, the other end of which shall be securely tied or hooked to some suitable rigid fixture.
 - Extra care should be taken at the time of working at height and double safe-rope-line of safety belt must be used.

(c) Scaffolds:

- All the materials used for Scaffolding are cuplock system with all required accessories. Use of Bamboo and wooden is prohibited.
- Inspection to be conducted and Tags provide to be provided for acceptance/rejection.
- Only Trained/ Certified Scaffolders to be deployed for Scaffolding Erection & Dismantling work.
- Certified Scaffolding Inspector to inspect and certify the scaffold by suitable Tag.

(v) Repairs/ painting at roof/ Removing roof/ shed sheeting:

- Before attempting the actual removal, assess weather condition (strong heavy winds) accessibility & strength of the sheets. In any case workmen should not be allowed to walk or stand on the roof/ sheet.
- While working on Corrugated Sheets, obtain the necessary Safety Work Permit.
- A firm ladder or access should be provided to climb to the roof.
- A cat roof top ladder specifically designed for such jobs (supported from the ridge) should be used on the sloping roof for the workmen to stand and remove the sheets.

Contractors have to provide/ ensure the safe work arrangements for all jobs, more specifically at height location working, confined space work, working with electrical equipment etc.

The contractor will ensure that each welding machine is equipped with ELCB (30 mA), Gas cutting torch & Cylinder are equipped with flash back arrestors, regulator with double stage Pressure gauge.

Contractor shall not employ anybody who is less than 18 years of age and more than 60 years of age at Orient Cement site.

Female workers are not permitted to carry out manual labour work near the running machinery and belt conveyor.

Penalty clause will be applicable for the contractor who does not comply the above safety terms & conditions, Orient Cement Limited may decide to terminate the contract in case of serious safety non-compliance.

Machine/ Tools/ Shop floor Safety

(i) Working safely with machinery:

- Work nearby machine, including sweeping, cleaning, oiling, whether in working condition or not, shall be done only after obtaining due authorization.
- Machines should be stopped before oiling, adjusting & inspection. Turn off the power and wait until the rotating/ moving part of the machine comes to stand still.
- Do not attempt to stop or slow down the machine by hand.
- Without good reason, guards must not be removed, nor any safe device made inoperative or bypassed.
- Use safety goggles, hand gloves while at work. In case you need to remove any trapped foreign bodies from any nip in between the drums, conveyor belts, do it carefully with brush or rod and not with your hands by following instructions of supervisor.

(ii) Guards:

- Always keep guards in position.
- Keep them security bolted so that they cannot be removed unnecessarily.
- Ensure that guard is secured in its position after maintenance before commissioning machine.
- Bring machines running without guards to the notice of your supervisor.
- Guards should protect the operator and others should not interfere with efficiency and be well secured. It should create no new hazards.

(iii) Conveyor Safety:

- Do not use conveyor for carrying material other than those meant for.
- Walk ways adjacent to conveyor belts should always be kept clear. Use railing while walking alongside. Never hold the moving belts.
- Never cross over the belt other than from bridges provided, even if the belt is not in motion.
- Do not carry out any cleaning or maintenance work near moving belts.
- When the belt is switched on, start up alarm/ siren is given to inform persons nearby. Be alert & attentive for such signals.
- In case of emergency, use pull cord to stop the moving belt.

(iv) Safety during working at heights.

(a) Ladders:



- If you observe any vibration or out of balance of the wheel, stop the grinder immediately and bring it to the notice of your supervisor.

(vii) Use of Jacks and other Hoisting Devices:-

- Jack must be placed on a plain hard surface as far as possible.
- On uneven or loose surface jacks must be placed on adequate non-slipping load bearing packing.
- Always remove the handle from a jack while it is under load.
- Never use an extension handle on a hydraulic jack handle.
- Cribbing or blowing, if necessary, should be built up under a load as it is lifted.
- Make sure hands and feet are in the clear before any jacks are released.
- Handrails or scaffolds must not be used to anchor loads for erection purpose.
- When blocking is necessary to make a lift, use a single piece of material whenever possible. When more than one piece of blocking is used, pieces must be encased properly to avoid collapsing.

(viii) Electrical Safety:-

- (a) Electrical cords/cables, hand tools:** Electrical shock is a major hazard from electricity, its cable, cable/wire connections and hand tools operated by electricity. Other types of indirect injuries are electrical flash burns and fall due to sudden shock.

- (b) Prior approval:** Get the approval or the work permit as the case may be from the Company supervisor before getting any electrical connection.

(c) Electrical Equipment:

- Use electrical hand tools, such as grinders, drills, chippers etc. confirming to BIS specifications, with proper earthing connection.
- Only low voltage equipment (24V) shall be used in tanks approved flame proof, non-sparking tools shall be used in flame-proof; non-sparking tools shall be used in flame proof area.

(d) Electrical Connections:

- Get the approval of the company supervisor on all types of electrical connections even if it is purely temporary to ensure earthing/grounding arrangement, quality of cables/cord etc.
- Make sure that all cables/cords are protected against abuses and possible damage and from being run over by heavy equipment, if it is likely to pass through an aisle or passage, make sure it is raised to at least 2 meters above the ground, to avoid damage.

(e) Electrocutation Hazard

- Orient Cement shall provide & permit single / three phase power supply at contractor offices/ premises at a single point only. Other connection/ multiple connections if required shall be provided after technical evaluation from Orient Cement - Electrical Dept. and approved by competent authority.
- Contractors shall use/ install ISI mark switches, boards, distribution boxes etc. and ensure proper & required rating of internal wiring (ISI Mark).
- If contractors want to use/ install any electrical appliances i.e. Fan, AC, Cooler, water coolers, and grinder, Welding Machines, any special tool etc., it should be ISI marked only. And also it is mandatory on contractor part to take prior permission in writing from Orient Cement - Electrical Dept. and duly approved by competent authority. Accordingly contractor shall ensure its proper electrical connection.



- Only experienced workmen should be engaged. They should never step on unsupported portion of the sheets. The workmen should be use safety belt with double rope system. The other end should be tied to a firm support. At times it may be necessary to use two ropes for tying at support. While changing the position the workmen should ensure his stability (at least by one rope).
- It is advisable to use a safety net below the workman's position wherever possible.
- Area below to be cordoned off with a caution board to prevent passer by movement of other workmen.

(vi) Tools:-

(a) Hand Tools:-

- Use proper size of the tools suitable for the job.
- Inspect tools for effectiveness before using.
- Always keeping the tools in good conditions.
- Do not use defective tools such as mushroomed chisels, punches or hammers.
- Exchange worn-out or broken tools.
- Always carry tools in a safe manner so as not to injure others around you.
- Never carry sharp-edged tools in the pocket or loose in a toolbox.
- Never have tools unattended on walkways or aisles to avoid accidental slipping or tripping.
- Keep your hand tools clean from oil and grease to prevent slipping.
- Do not use files without handles.

(b) Power Tools:-

- All portable tools must be properly grounded.
- Keep tools in a good condition. Keep tools in a safe place.
- Always secure portable electrical or Air-driven rotary tools to prevent rotation or twisting if the tools stick.
- Do not connect or disconnect an air-hose to and from the tools respectively unless the air supply valves is closed and the line properly depressurized by allowing the air to pass through the tools.

(c) Hand Grinders:-

- Use goggles and face shields.
- Always keep the guards on the grinder.
- Always check the wheel speed against the grinder speed for conformity.
- Handle the grinder with care and lay it down carefully.
- Never force the grinding wheel by exerting excessive pressure on it.
- When starting a portable grinder, it should be held behind some protection.
- If portable grinder is not operating satisfactory, it should be tagged and returned to tool room.

(d) Grinding Wheel:-

- Keep tools rest 1/8" clear of the wheel; never adjust tool rest while the wheel is in motion.
- Never grind on the side of a wheel unless it is designed for that kind of use.
- Apply the work gradually against a cold wheel.
- Avoid prolonged grinding or excessive forcing of the work against the wheel.
- Only authorized person will change the wheel.

- Make sure that surrounding area is effectively barricaded to protect other, working in the vicinity, from any welding sparks. If necessary use water to die out sparks falling down.
- Provide the welder as well as his helper, suitable goggles and leather hand gloves and instruct them to use these correctly while working.

(x) Gas Cylinders:-

- All filled/ empty cylinders to be shifted within the plant through proper trolleys
- Colour code, Identification and BIS Code (IS: 4379 – 1981) nomenclature of Gas Cylinders for industrial use
- Gas cylinders to be properly stored upright and secured in lifting cages or cylinder trolleys. All empty cylinders to be stored in secure areas near contractor office. Covers to be placed over the cylinder valve. Gas hose pipes to be of good quality and to be inspected weekly for its defects. DCP type 10 Kg. Fire extinguishers to be provided near all Welding and Gas cutting jobs.

GAS	OXYGEN (O ₂)	NITROGEN (N ₂)	CARBON DIOXIDE (CO ₂)	AMMONIA (NH ₃)	FREON-12 (CCl ₂ F ₂)	ARGON (Ar)	CHLORINE (Cl ₂)	HIDROGEN (H ₂)	ACETYLENE (C ₂ H ₂)	ACRYLAMIDE (CH ₂ CH ₂ CONH ₂)	AIR
VISUAL IDENTIFICATION											
DISTINCTIVE COLOUR BODY	BLUE	BLACK	GRAY	YELLOW	BLACK	BLUE	YELLOW	RED	MAROON	RED	GRAY
SIZE (CM) DIAMETER	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6
SIZE (CM) LENGTH	20	20	20	20	20	20	20	20	20	20	20
SIZE (CM) CAPACITY	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
SIZE (CM) PRESSURE	150	150	150	150	150	150	150	150	150	150	150
SIZE (CM) WEIGHT	21.34	21.34	21.34	21.34	21.34	21.34	21.34	21.34	21.34	21.34	21.34

(xi) Fire & Emergency Handling :-

- Orient Cement "On - Site Emergency Plan" to be followed by Contractor and Display the same at Site
- Emergency Contact Numbers in consultation with Orient Cement Safety dept.
- Contractor must ensure that their Workmen are following Emergency Response & Evacuation procedures viz. response on Emergency Siren, all workmen must reach nearest Assembly points.
- In case of Fire, Workmen shall not be panic and shout for help saying "Fire.....Fire....."
- Contractor to ensure that their trained workmen are able to attend the Fire Fighting Equipment's usage.
- Demonstration and participation in periodical Mock Drills as & when conducted by Orient Cement Safety Dept.

(xii) Lifting Activity :-

- Prepare a detailed Safe erection plan. Discuss the same with Orient Cement Project/ Maintenance and Safety department before taking up such high risk activity.

- All electrical work /connections shall be carried by certified / authorized and experienced electrical personnel.
- Only under load connection is permitted & valid for safe guard of incoming power cable and other associated accessories. Overload connection is not permitted.

(f) Safe Practices in Common Electrical Hazards:-

- Repair work on electrical equipment should be invariably done by qualified technician.
- Never insert free ends of wires into sockets.
- Do not try to dislodge plug connections by pulling of the wires.
- Keep electric and telephone ends out from under foot.
- High voltage switches and disconnects are to be opened by qualified technicians only.
- Use approved type of hand gloves while working on high voltage lines.
- Never use water for cooling or washing electrical equipment.
- Never climb any power or telephone pole without prior permission and necessary safeguards.
- Use only dry chemical power extinguisher or CO₂ extinguisher on electrical fires.
- Do not temper the plugs and sockets of portable electric equipment's such as fans, grinder etc. to avoid collapsing.

(ix) Safety during gas cutting & welding:

(a) Gas Cutting:

- In case the contractor brings his gas cylinders, use Oxygen, Acetylene, LPG (Commercial) gas cylinders approved by the explosives department. A copy of the certificate of approval shall be deposited with the company supervisor.
- Keep the valve protection cap in position when not in use. Do not roll the gas cylinder on ground. While in use, mount the cylinder on a trolley or tie the cylinder with a chain so that it will not topple.
- The gas cutting torches shall confirm Part 1 Specification of IS 550, hose connections shall conform to IS 6016: 2009. The torch should have a non-return valve to avoid backfire.
- Test all valves and joints in the tube for leaks by using soap solution daily before commencement of the job. All leaks shall be rectified before lighting the torch.
- Lay the rubber tubing in such a manner that it is not abused by heavy objects, sharp corners, not surfaces, sparks etc. Clear the area by removing material stored/kept below.
- Provide eye protection for the gas cutter and his helper during cutting and chipping operations and encourage them to use it.
- For gas cutting jobs inside the plant area and flammable material storage/handling Area, take work permit and ensure required precautions are taken.

(b) Welding:

- Use only welding equipment conforming to BIS Specifications.
- Get all equipment and circuit for welding fully insulated, to ensure than the welder or any other person does not get an electric shock.
- Work lead and return lead should be maintained without break. The job should be grounded to the main earth and also a body earthing for the welding machine is to be ensured. Earthing from job should never be connected to charged pipelines and running plant equipment.
- The welding machine and the cables should never be kept in wet places. Make sure that the cable are so; laid that they are not subjected to abuse or any damage from sharp corners or danger of being run over by heavy equipment.

working platforms and iii) PPE like a) Full body harness double lanyard with Karabiner hook, scaffold hook clamp with shock absorber, b) Rope Grab type or Retractable type Fall Arrestors c) Ascender & Descender d) Lifelines e) Safety Nets g) Goggles/ Face Shields h) Dust Mask.

7. Contractor has to give on daily/ weekly basis the Job Safety Plan for execution of work. He has to submit the Risk Assessment report prior to commencement of the job in consultation with concerned Orient Cement Job executor.

8. Contractor to provide proper physical barricading at the ground area to avoid unauthorized entry for work at height or lifting of material activities.

9. Usage of Mobile phone is strictly prohibited at Work at Height.

10. No jointing of leads with tape. A proper plug to socket connection to be used.

11. All ground areas such as gangways must be free of all leads or equipment.

12. All distribution cables which carry 400V should have metal sheath and/ or armored which is continuous and effectively earthed. Where extension leads are used, these must be of 3 core cable having a separate protective (earth) conductor. No jointing with plastic tape.

XXVI. Skill Requirements:-

Deployment of skilled and trained man power to be in accordance with following requirements:

Trade	Skill requirements
Supervisor	Job supervisor should have minimum of 2 (two) years of industrial experience and a Diploma holder in the job discipline (Example – Mechanical, Electrical, Civil and Instrumentation etc.)
Fitter	Should have I.T.I/ Trade certificate and have minimum of 2 (two) years of industrial experience. Adequate job knowledge in fabrication.
Welder	Should have I.T.I/ Trade certificate and have minimum of 2 (two) years of industrial experience. Should also undergone and pass welding test as required by concerned Dept.
Khalasi / Rigger	Should have Trade Certificate along with Material Handling/ Rigging Training Certificate and have minimum of 2 (two) years of experience in rigging work. Possess adequate knowledge in safe rigging practices
Mechanical Helper	Should have Vocational/ Trade certificate with minimum of 1 (one) year industrial experience. Should have knowledge in mechanical works.
Painter	Should have Vocational/ Trade certificate along with Safety Training Certificates for Working at Height and must have minimum of 1 (one) year industrial experience.
Scaffolder	Should have Vocational/ Trade Certificate along with required Scaffolding Training certificates as per OSHA, NSC etc. and must have minimum of 1 (one) year Industrial or Construction projects experience.
Banksman/ Signaller	Should have Material handling/ Rigging Training Certificate and possess adequate knowledge in Hand Signals along with industrial exposure.
Foreman	Should be I.T.I/ Diploma holder with relevant Safety Training Certificates of Material handling/ rigging with adequate knowledge in erection, dismantling, load calculations, lifting plans etc. Minimum of 5 (five) years of industrial experience.
Electrician	Should be I.T.I/ Diploma holder with License for relevant Voltages issued by Electrical Authority (CEA). Must have minimum of 2 (two) years of industrial experience.
Electrical Helper	Should have Trade certificate with Wireman License issued by Electrical Authority (CEA). Must possess minimum of 1 (one) year industrial experience.
Heavy Equipment Operator	Should have Valid Heavy License (HEM/ HGV/ Transport) issued by Transport Dept. with training on safe operation of relevant equipment / defensive driving with minimum 1 (one) year of industrial experience.

- Erection of heavy load equipment to be under-taken early in the morning hours and in day-light. No lifting of heavy load after 7.00 pm and before 5.00 am.
- Never use two hydras for shifting one piece of equipment.
- While lifting of the load, no person shall remain within the radius of the boom and under the load. Operating area to be barricaded.
- Only experienced and trained crane operators and riggers are to carry out all lifting tasks. Training / Experience certificates to be produced.
- Prior to setting up the crane, check the condition of earth, soil, concrete for its fitness to hold the weight of the crane and the load to be lifted, at its maximum radius.
- Do not allow boom or any other part of the crane or hydra to come within the allowed safety margins of the overhead lines.
- Shifting/ marching of material is not allowed through hydra crane
- On placement of heavy equipment at its structure, immediately foundation bolts to be fixed and tensioned and then only crane to be released.

(xiii) Reporting of Incident/ Accident/ Property Damage:-

- All types of Incidents/ Accidents to be reported in the prescribed format by the contractor immediately.
- Contract personnel to give full support to investigate the Incident or accident.
- Contractor is liable to follow the recommendations arise out of incident or accident investigation and give toolbox talk on outcome of incident and recommendations.
- Contractor shall compensate for any damage to the company property.
- Contractor shall pay all incidental and medical expenses for the injured. A compensation to be paid, as per Govt. rules, in case of fatality/ permanent disablement.

(xiv) Compressed Air:-

- Compressed air must not be used for cleaning body.
- Horseplay with compressed air will not be tolerated.
- The use of compressed air for blowing dirt from the hands, face, or clothing is prohibited.
- Never direct compressed air at any person.
- Compressed air should never be used to remove chips from a machine, bench or other surface.

XXV. Other General Rules:-

- Contractor should ensure that their workmen shall not enter in unauthorized areas i.e. Fuel/ oils storage, Electrical sub stations, ESP top etc.
- Smoking, drinking alcohol and Horse play is not permissible in work areas.
- Contractor should ensure the use of proper, undamaged and safe equipment/ machines/ Tools (i.e. Welding machine, Hose, wire, cylinders etc.).
- Contractors and their workmen should ensure parking of their vehicles only in designated areas.
- Contractor should ensure that tools/ equipment/ material, use and supply must reach the site prior to commencement of work so that the work can be started safely without any compromise of safety requirement.
- Painting:** Where possible the contractor should ensure to minimize Working at Height by maximum possible fabrication at ground level and its painting. For performing Painting activity at heights suitable precautions before, during and after painting as required to be ensured such as – i) proper Scaffolding with safe access & egress ii)



Table- 1
Check list for Issuing Gate pass

Sr. No.	Documents required	Status(Yes/No /NA)	Checking authority	Name	Signature
1	Advising the contractor to HR Department for further processing		Concerned Job Executor (HOD)		
2	Work order No				
3	Validity of work order				
4	No. of workers				
5	Contract Labour License				
6	PF/ ESI				
7	Insurance Certificate				
8	Medical fitness certificate of individuals		HR Department		
9	Other Legal requirements, if any				
10	Forward for Safety Induction Yes/ No				
11	Safety Induction Imparted & all PPE checked		Safety		
12	Gate pass issued		Security		

G. AWARD FOR BEST SAFETY PERFORMANCE:

ORIENT CEMENT LTD. will award an individual for his compliance to the safety rules. This will be judged by Orient Cement Safety Team. Award will be given on monthly basis. Reporting of Near miss to company will be awarded by suitable token gift. If contractor completes 1 million man-hours of safe operation on site, he will be rewarded by a Certificate and a token gift will be given.

H. PENALTY FOR NON-COMPLIANCE:

Imposing Penalty:

In case of any Safety Violation (Unsafe Act/ Unsafe Condition) or Non-Compliance of any Contractor Safety, Health and Environment Rules of Orient Cement by Contractor or Sub-Contractor employees, suitable penalty will be imposed as per the criteria prescribed in Table -2 and below procedure:

Orient Cement Concerned Work Executor/ Department should take necessary actions on Contractors for imposing penalty as prescribed below. He shall raise a "Penalty for Safety Violation" form, mentioning the details of Violations w.r.t. relevant norms/ clause No. and submit this duly filled form to Accounts Dept. after obtaining approval from Orient Cement concerned Department's HOD and consent from Plant Head for imposing penalty. Copy of the same to be marked Safety Department for information and records.

F. ENVIRONMENTAL CLAUSES:

1. Compliance of all Local Regulations & Orient Cement's Environmental Standards.
2. Waste minimization, recovery & disposal and compliance to MSDS.
3. **House Keeping**

The contractor shall keep the specified area of work clean. All scrap and surplus material must be removed from the work place promptly and stacked/ placed at designated scrap disposal area only.

 - i. The contractor shall not use drums, containers, and wooden boxes etc. lying on site for any purpose, other than what they are meant for and without company supervisor's permission. Contractor should maintain safe storage, handling, use & disposal of all materials.
 - ii. Storage of materials while job execution at defined locations, on shift/ daily basis.
 - iii. No material debris shall be thrown from the height. It should be tied properly and lowered slowly. Only under certain conditions the said activity may be allowed in such cases where the area below is cordoned off and an employee is posted on the Ground floor to caution any passerby. Scrap & Waste material disposal at pre-defined storage locations in field & subsequently to one central storage yard.
 - iv. Before any job can be considered as completed, all trash and stacks must be cleaned and all safeguards should be re-placed.
4. Storage, handling & use of Petroleum paint other hazardous materials as per Rule.
5. Exhaust emission control from mobile (vehicles) & fixed equipment as per Rule.
6. Conservation practices to be adopted for water, electricity & other non-renewable materials.
7. Contractor should not change the ventilation facility of plant in any case without approval of the plant team.
8. Contractor should not change the design, structure, rout of any kind of drain (Sanitary, water, storm water), floor and roof in the plant in any case without approval of the plant team.
9. Adequate housekeeping at working site(s) to be maintained during & after close up of the job. All materials including waste/ spills, generated during the attended job must be collect and disposed at defined end location(s)/ dust bins.
10. Contractor should not use any product i.e. gloves, rope, apron etc. made of Asbestos.
11. Contractor to deploy separate manpower to carry out housekeeping at each work location.



IV In case of accident during contract period at the site	
a)	1st LTI * (Lost Time Injury) Penalty of Rs. 25,000/- (or 15% of Cont. Value whichever is less)
b)	2nd LTI * (Lost Time Injury) (in a time span of 3 years) Penalty of Rs. 1,00,000/- (or 50% of Contract value whichever is less) & termination of the contract within 3 months or within contacted validity whichever is earlier.
	* LTI - This is a work related injury which cause the absence of one or more scheduled workdays
c)	MTI** (Medical Aid Injury) (in a time span of 1 year) 1 st incident - Penalty of Rs. 15,000/- 2 nd incident - Penalty of Rs. 50,000/- 3 rd incident - Penalty of Rs. 1,00,000/- 4 th incident - Termination of the contract may be reviewed subject of Management discretion.
	** This is a non-lost time work related injury that requires any level medical assistance from an external medical doctor, professional health care provider or medical clinic and the injured person is permitted to return to the job for his or her next regularly scheduled work shift with or without work restrictions)
d)	FAT*** (First Aid Injury) (in a time span of 2 years) 1 st incident - Penalty of Rs. 5,000/- 2 nd incident - Penalty of Rs. 10,000/- 3 rd incident - Penalty of Rs. 20,000/- 4 th incident - Penalty of Rs. 40,000/- 5 th incident - Termination of the contract may be reviewed subject of Management discretion.
	*** This is a work related injury that requires self-administered treatment or the assistance of a first aid provider and does not require any assistance from an external medical provider, professional health care provider or medical clinic.
V Non-compliance of the clause "zero fatal accident" during a year/ contract period	
a)	Fatal Accident Penalty of Rs. 5,00,000/- or 25% of contract value whichever is less and/ or termination of the contract within 2 months or within contacted Validity whichever is earlier.
VI Serious Near-miss cases due to unsafe practices/ violation of Safety norms	
a)	Penalty Penalty of Rs. 5,000-10,00,000/ (Depending upon severity of violation) & termination of contract (on repetitive occurrences-more than 3). Amount of penalty would be decided by the plant administration.

I. DISCRETION OF ORIENT CEMENT'S SITE SAFETY/ EHS HEAD:

Orient Cement Site Safety/ EHS Head discretion is final in any context of Safety, Health & Environment matters other than prescribed in this document.



Table -2: Penalty Clauses Applicable To Contractor/ Sub-Contractor Against Non-Compliance of Orient Cement Limited Safety Terms & Clauses

S. No	CLAUSE	PENALTY
I Non-compliance against deployment of safety supervisor by contractor on month wise basis -		
a)	Daily unauthorized absenteeism of one Safety Supervisor up to a maximum of 3 days in a month.	Rs. 1000/- per day
b)	From 4 days to 7 days absenteeism of one Safety Supervisor in a month.	Rs. 2000/- per day
c)	More than 7 days absenteeism of one Safety Supervisor in a month	Rs. 25,000/- per month
II Non-compliance of general terms & conditions (not covered in other sections for penalty)		
a)	Not using PPE by Contract employee for routine jobs	1 st violation - Penalty of Rs.100/- 2 nd violation - Penalty of Rs. 500/- 3 rd violation - Penalty of Rs. 2,000/- & Termination of contract
b)	Not using of PPE by Contract employee for Silo cleaning, pocking job & Working at height activities	1 st violation- Penalty of Rs.1,000/- 2 nd Violation- Penalty of Rs. 5,000/- Penalty & termination (Depending on the severity of observation) 3 rd violation - Penalty of Rs. 10,000/- & termination of contract
c)	Person on duty under the influence of alcohol / impression of alcohol, narcotics, wine etc.	Penalty of Rs. 10,000/- & termination of contract
d)	Deviation from other defined term & condition	1 st violation- Penalty of Rs. 500/- 2 nd violation- Penalty of Rs.2,000/- 5000/- & Termination of contract (Depending on the severity of observation) 3 rd violation - Penalty of Rs. 20,000/- & termination of contract
III Non-compliance of general vehicle rules		
a)	Vehicle condition not accordance to the company's requirement	1 st violation- Penalty of Rs.1000/- 2 nd violation- Penalty of Rs.5000/- 3 rd violation- Penalty of Rs. 10,000/-
b)	Damage to company Property	Cost of repairing/ replacement/ loss of resources based on estimation calculated by concerned department(s) and additional penalty of Rs.25,000/- (depending upon consequences) for each incident
c)	Unsafe Practices including spillage, wrong parking/ overtaking, not using reverse horn, over speed etc.	Penalty of Rs. 2,000-10,000/- (Depending upon severity of violation)
d)	Driving without valid License, sleeping at the site, sitting under the vehicle, stepping up & getting down from the running vehicle, operation with raised carrier, driving/ reversing without cleaner etc.	Penalty of Rs. 5,000-100000/ (Depending upon severity of violation) & termination (on repetitive occurrences-more than 3). Amount of penalty would be decided by the plant administration.



v) Driver shall follow the Orient Cement's rules & instructions.

Table -3 Vehicle Checklist

S. No.	Check Points	Status
1	Vehicle registration	
2	RTO road worthiness/ fitness certificate	
3	Pollution under control (PUC) certificate	
4	Driver has valid license to drive	
5	Insurance	
6	How old is the vehicle (Truck/ Bus <10 Years/ Passenger vehicle <5 years)	
7	Safety helmet (within plant)	
8	Safety Shoes (within Plant)	
9	High visibility reflective jacket (within plant)	
10	First aid boxes	
11	Self Starter (5 to 8 seconds)	
12	Head Light & Rear light	
13	Parking light visibility - distance from 30 m	
14	Hand Brake	
15	Windscreen not broken	
16	Wiper should work	
17	Retractable 3 points Seat Belt for Driver's seat and 3 or 2 points seat belt for helper's seats in truck - undamaged and working condition	
18	Retractable 3 points Seat Belts in all seats (front/ rear) in four wheelers - undamaged and working condition	
19	Wheel Stopper	
20	Brake Light tested & operated	
21	Horn & Reverse Horn	
22	Left & Right Side Rear View Mirror	
23	Reverse Light	
24	Tyre inflation Condition, Tyre tread	
25	Cabin door condition & locking arrangement	
26	Tail door (Data condition) - Hinge & pin lock condition	
27	Filment of reflectors and Reflective stickers on front and rear side	
28	Trained on Defensive Driving/ Skill Set	



3. DRIVING & VEHICLE GUIDELINES:

Guiding Principles

Orient Cement Limited is committed to achieve accident free, high standards of safety on sustainable basis at all locations. This guideline is applicable for all types of vehicles, both Company and privately owned which are used for company business.

Driving & Vehicle Rules

- All vehicles shall have valid registration; insurance & road permit in conformance with Regulations & always keep copies of valid traveling documents in the vehicle (valid Driving License, registration, insurance, identity card & contact details).
- All four wheelers shall be equipped with retractable seat belts both in front and rear seats, first aid box, ABC type fire extinguisher as per IS 15683, emergency reflective triangles etc. The drivers should be trained to use fire extinguishers.
- All Trucks shall be equipped with retractable seat belts for driver and helper's seats, first aid box, ABC type fire extinguisher as per IS 15683, standard stopper, emergency reflective triangles etc. The drivers should be trained to use fire extinguishers.
- All vehicles shall be well maintained & kept in perfect working order and fully equipped with the proper safety gear. Conduct regular checks of the vehicle's condition and report defects immediately.
- Driver must abide the Speed Limit rules and must not overtake the vehicle inside the plant.
- Driver must be medically fit including free from Colour blindness. Driver must have undergone with Vision testing.
- Every driver of a truck must have a person to guide the driver regarding clearance on the roads and while reversing the vehicle. Reverse Horn is compulsory and must be in good working condition all the times.
- Drivers shall strictly follow the guideline of "Engine ON - Light ON" during fog/ rainy climatic conditions and "Engine ON - Seat Belt ON" all the time.
- Drivers to take minimum 15 minutes rest for every 4 hrs. of continuous journey. Also shall not drive more than 12 hrs. in a day.
- Drivers shall operate only those vehicles for which they are trained, authorized and licensed.
- Drivers to use reflective vest/ jacket all the times. They should wear the safety shoes while entering into the plant and wear helmet during moving in the plant premises.
- Drivers should ensure the Pre-start check of vehicle.
- Without proper authorization by their respective supervisors, drivers shall not operate any vehicle other than they are authorized to operate, even if they are capable of such operation.
- The person in the driver's seat as well as others in the vehicle shall keep seat belts fastened, while the vehicle is in motion. Specified vehicle operating instructions shall be observed.
- Driving during bad weather conditions (rain showers, snow etc.) shall be done with utmost care.
- Mobile phones are not to be used whilst driving or operating a vehicle.
- Driving under the influence of alcohol or any sedative drug (including prescribed medication) is strictly prohibited.
- Vehicles engaged for company work should not be used to oblige strangers/ unknown persons at any time.
- Driver should not leave the vehicles with key at vehicle.
- Operation with raised carrier is strictly prohibited as wee door of the cabin must be closed all the time.
- In case of an Accident, Serious Near Miss and Major Vehicle break down, Driver/ Travel person shall Immediately report the incident to the concerned responsible person



K. MEDICAL RECORDS FOR THE CONTRACT EMPLOYEE:

Certificate of Fitness: Following forms to be followed as a part of legal requirement by conducting medical examinations under State Factories Rules in following states for the contract period more than 3 days at plant site:

- Telangana/ AP – The AP Factories Rules, 1950
- Maharashtra – The Maharashtra Factories Rules, 1963
- Karnataka – The Karnataka Factories Rules, 1969

Medical examination includes Gender, Weight, Height, ear, eye, any medical treatment history in recent past. Job specific medical examination to be conducted apart from the statutory requirement of medical examination as mentioned below. Contractor engaged with driver/ operator for transportation of materials inside the plant/ mines must medically fit including Colour blindness, night blindness & Vision testing. Contract workman engaged for Silo Cleaning and Working at Height activities must not be suffering from Hypertension, Diabetes, and Vertigo & Epilepsy.

A. Format for Telangana Plants (Form No.5)

FORM No. 5
(Prescribed under Rule 14)
Certificate of Fitness



- Name & Address of the Factory
- Serial No.
- Name
- Father's name
- Sex
- Residence
- Date of Birth/ Or certified age
- Physical fitness
- Descriptive Marks
- If already employed, Nature of work
- Raw materials or by products handles
- Date of employment on present work
- Result of last medical examination, if any
- Result of present medical examination/ Symptoms and signs observed reasons
- If suspended from work, state period of Suspension with the detailed reasons
- If re-certified, fit to resume duty on
- If certificate of unfitness or suspension Issued to worker
- Date of leaving or transfer with reasons for Discharge or transfer
- Certificate extended up to
- He is advised following further examination/Treatment:
- I hereby certify that I have personally examined S/D/W ofresiding atwho is desirous of being employed in a factory and that his/ her age as nearly as can be ascertained from my examination, isyears and he/ she is fit for employment in factory as an adult/ child in Mfg/ handling process viz.....
- His/ Her descriptive marks.....
- Signature of Certifying Surgeon.
- Signature/ Thumb Impression of worker.
- Reasons for
- (1) Refusal of Certificate
- (2) Certificate being revoked

Place: Date: Signature of Certifying Surgeon.



Table -4 PPE Specifications for Contractor Employees

Item	Specification	Preferred Make/ Model	Approx. Cost*
Helmet (Yellow Color)	CE/IS/DGMS Certified. Six point contact, cushion around forehead & at the center of head inside the helmet. HDPE helmet textile plastic headband with 8 points Cradle, ratchet type & adjustable chin strap IS 2925, DGMS, CE - EN397	1. Karam - PN 542 2. Udyogi - Fusion 6000 L RX	Rs. 170
Industrial Safety Shoes (Black colour)	The direct molded leather safety shoe shall conform to the pattern; shape and design as per IS:15298 (Part -II): 2011, IS:11226:1985, and IS 5852:1996. The safety shoe should be BLACK in colour and have padded collar, low ankle style and steel toe cap. The sole should be antistatic, slip resistant, electrically resistant, oil resistant, Double density PU sole. The shoes shall be guaranteed against manufacturing defects for twelve months from the supply at plants. Shoes should be with shoelace. Toe in Safety Shoes: - All Safety shoes must have steel toe cap except Electrical Safety Shoe. - Electrician Safety Shoes having Fibre Toe cap	1. Liberty - Warrior 2. Allen Cooper 3. Bata	Rs. 1100
Hi-Visibility Jacket (Orange Colour)	Vest having Glass bead KE-35 reflective tapes in 2V+2H form. The background fabric as fluorescent 130 GSM Heavy mesh, PVC Type reflective	3M - 2925 Reflectosafe 2V+2H	Rs. 260
Safety Goggles (General)	Shaded (smoked) acrylic lens made of polycarbonate, scratch resistant, vision, protection from UVA and UVB. IS 1179, EN 166:2000, ANSI Z87.1	1. Udyogi - UD 71 2. Karam - ES 001 NG	Rs. 60
Safety Goggles (Gas cutting)	Polycarbonate lens integrating the side - shields. IR5 lens version. Scratch-resistant coating and anti-fog coating on both sides. EN166: 2001	1. Udyogi - Ultraview IR 2. Karam - ES 003 (IR-5)	Rs. 450
Face Shields for welding & Grinding	Eye shield with chemical resistant acrylic visor (Sizes 14.5X6 and 14.5X8). Eye shield with acrylic visor with extra brow guard and chin guard (Sizes 14.5X6 and 14.5X8) - Helmet detachable Type, IS 5983	1. Udyogi - 6PAV 2. Karam - ES 71	Rs. 650
Ear Plugs	Plug - polyurethane foam, Cord - polyester, SLC80 Rating 21db, IS 9167: 1979, CML-7892102	1. Udyogi - EP 01 2. Karam - EP 02 3. 3M - 1100 Series	Rs. 18
Dust Masks	Dust mask with valve with FFP1 Filter for Lungs protection from Dust.	Venus - V-410-V FFP 1 / FFP 2 with valve	Rs. 20
Hand Gloves (Cotton)	Knitted dotted one side Suitable for general purpose, material handling made from 100 % cotton , light in weight, size 10 Inch	1. Udyogi - PDC 0107 2. Joseph Leslie - Ansel	Rs. 35
Hand Gloves (Leather)	Crome leather. Hand gloves for maintenance and material handling. Heat and abrasion resistant	Joseph Leslie - WG-80XX	Rs. 400
Safety Harness	CE certified with certificate showing batch no., Sr. No. of the harness confirms to EN certification with double lanyard with Karabiner hook, scaffold hook clamp with shock absorber. IS 3521-1999	1. Karam - PN 16 for Safety Harness with PN 206 for Lanyard with Scaffold Hook, PN 300 Energy Absorber 2. Udyogi - UB 102 for Safety Harness Easy Absorb RL 22	Rs. 1900

*Cost given for PPE is Indicative



FORM 7
(See Rule 18(7) and Schedules II, III, IV, V, VII, X, XI, XIII, XIV, XV, XVI, XVIII & XX to Rule 114)
Health Register

(As per Section 14 of the Factories Act 1948 & Rule 18, Clause 7 of the Maharashtra Factories Rules 1963))
In respect of persons employed in occupations declared to be dangerous operation under Sec. 87,
Name of Certifying Surgeon:

a) Mr. _____ From _____ To _____
b) Mr. _____ From _____ To _____
c) Mr. _____ From _____ To _____

Sr. No.	Name of Worker	Sex	Age (last Birthday)	Date Of Employment Of Permanent Work	Date Of Leaving Or Transfer To Other Work	Reason For Leaving Or Transfer	Nature Of Job Or Occupation	Hazardous Nature Of Job Or Occupation	Date Of Medical Examination By Certifying Surgeon	Results Of Medical Examination	If suspended from work, with detailed reason, date period of suspension	Called fit to resume duty on with signature of Certifying Surgeon	If certificate of unfitness or suspension issued to worker	Signature with date of Certifying Surgeon.
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C. Format for Karnataka Plants (Form No. 4)

FORM No. 4
(See Rule 18)
Certificate of Fitness

Name of the Factory	++
Address	++
Serial Number	++

I certify that I have personally examined (name)..... son of (Father's name)..... residing at (address)..... who is desirous of being employed as (designation)..... in (process, department and factory)..... and that his age, as nearly as can be ascertained from any examination is,years, and that he is in my opinion, fit/ unfit for employment in the above mentioned factory as mentioned above.

2. He may be produced for further examination after a period of.....
3. The serial number of the previous certificate is

Signature of left hand
Thumb impression of person examined

Signature of Certifying Surgeon
Date:.....

I certify that I have examined the person mentioned above on	I extend his certificate until (if certificate is not extended, the period for which the worker is considered unfit for work is to be mentioned)	Signs and Symptoms observed during examination	Signature of the Certifying Surgeon
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B. Format for Maharashtra Plants (Form No.6 &7)

FORM 6
(See rule 18)
Certificate of Fitness

1. Serial No.	Serial No.
Date	Date
2. Name	I hereby certify that I have personally
3. Father's name	Examined (name)
4. Sexson/daughter of
5. Residence
6. Date of birth, if available and/or residing at certified age
7. Physical fitness
8. Descriptive marks

who is desirous of being employed in factory, and that his/her age as nearly as can be ascertained from my examination is years, and that he/she is fit for employment in factory as an adult child his/her descriptive marks are:

Reason for-

(1) refusal of certificate

or

(2) certificate being revoked

Left hand
Thumb
Impression

Left hand
Thumb
Impression
Certifying Surgeon.

Initials of Certifying Surgeon.

Note.- Exact details of cause of physical disability should be clearly stated.

ANNEXURE – 8 **Tracking of mobilization of Equipment**

Once the Lol or Order is issued, the contractor needs to take immediate actions for the purchases of the equipment & initiate necessary actions for financing of the same. The following are the stages, where the contractor has to submit the status with documentary proof to ensure the deployment as per the commitment.

Activity	Orient Requirement	Contractor Confirmation
Purchase Order placed on the machinery supplier along with receipt of token amount paid to the equipment supplier and delivery confirmation (period) as committed by Equipment Supplier	Within 7 days from the date of LOI	
Application to the Financial Institute for financing and its acknowledgment	Within 7 days from the date of LOI	
Confirmation from the financier for Loan Sanction	Within 15 days from the date of submission of Loan application to the financier	
Submission of Delivery Order Copy as issued by the Financier to equipment supplier	Within 7 days of Loan Sanction confirmation	
The confirmation & proof of margin money payment (Total Cost of Equipment – Loan Amount) to the equipment supplier	Within 7 days of loan sanction confirmation	
Invoice of the vendor & dispatch details along with photographs	Within 3 Days from date of margin money paid.	
Tracking of despatched Equipment and its intimation to Orient Cement	Once in day through mail	

If required, Orient cement may verify the details provided as above by directly contacting the equipment supplier or financier as need may be. In this case you need to provide the contact detail of concern person on request of the Orient Cement.