

**“Promoting Healthy Environment and Strengthening Operation and Maintenance System in Government Schools from Paithan Block”, Aurangabaad District, Maharashtra”**

**ARTICLES OF AGREEMENT**

This deed of agreement is made at Pune, Maharashtra on this **Centre for Youth Development and Activities** Day \_\_\_\_\_. Between CYDA India, a charitable organization, registered under..... Act, with Registration No \_\_\_\_\_ having its registered office at **CYDA India, 2nd Floor, 16/A Atur House, Opposite National Institute of Virology, Dr. Ambedkar Road, Pune – 411001**, Maharashtra., India(herein after referred to as the **Employer**)

**AND**

Mr. / Ms. / Messrs. \_\_\_\_\_ an individual / HUF / partnership firm / company registered under \_\_\_\_\_ Act, holding Income Tax PAN No. \_\_\_\_\_ and GST Registration No \_\_\_\_\_ And license no. \_\_\_\_\_ issued by \_\_\_\_\_ and valid up to \_\_\_\_\_, and having its office at \_\_\_\_\_ India (hereinafter referred to as the **Contractor**), to execute the work of “\_\_\_\_\_ **Block-** \_\_\_\_\_, **Tal –** \_\_\_\_\_, **District -** \_\_\_\_\_, **State: Maharashtra**” (hereinafter referred to as ‘**the Works**’) on the following terms and conditions.

**WHEREAS**

1/ Employer, has received a support from CSR for a Project titled “**Promoting Healthy Environment and Strengthening Operation and Maintenance System in Government Schools from Paithan Block**”, Aurangabaad District, Maharashtra” to be implemented in District: Aurangabaad, State: Maharashtra

2. Detailed terms and conditions and forms on its website and at its office at Pune, Maharashtra, inviting bids from the eligible contractors of Pune, Maharashtra for the above said works and the last date of submission of bid was \_\_\_\_\_ Time: \_\_\_\_; and

3/ **Contractor** is desirous of carrying out the works in the selected site in \_\_\_\_\_ Block Tal – \_\_\_\_\_, Dist.- \_\_\_\_\_. as per its Bid No. \_\_\_\_\_ Dated \_\_\_\_\_ and subject to the terms and conditions set for the herein including the Annexures all of which are collectively herein after referred to as “**the Contract or Works**”

Now it is witnessed between **CYDA India** and the **Contractor** as follows:

**A. Cost of the Contract (Total Contract Price):**

The total cost of the contract or Contract price is Rs. \_\_\_\_\_ (In words: \_\_\_\_\_). **This amount is inclusive of applicable GST.**

A detailed break up of this amount is mentioned in **Annexure – 2**.

It is hereby agreed that the contract amount shall be inclusive of following items.

1. Technical supervision of the works by Contractor's engineers and officials.
2. Cost of all materials for construction.
3. Wages of labor, technical supervisors, all other workers and staff required for execution of the said works in accordance with the general specifications in

**Annexure -2.**

4. Cost of all construction materials, equipment's, electrical, plumbing and fittings.
5. Cost of all other items as mentioned by Engineer through instructions during onsite review of the works.

That it is hereby agreed between the Employer and the Contractor that the entire financial commitment irrespective of any cost escalations of the material for the \_\_\_\_\_, Tal- \_\_\_\_\_ Dist- \_\_\_\_\_ shall be the exclusive and full responsibility of the Contractor and the Employer shall not invest any amount at any time whatsoever in respect of the said works.

The layout plans, drawings and BOQ (**Annexure-2**) and other such related documents) shall be and remain the property of the Employer. All the drawings shall remain in custody of the Contractor during the progress of the work and they shall deliver them to the Employer on the performance of the said works or termination of the contract.

The Employer may, with mutual written consent, require alteration of the drawings and the nature of the work by adding or omitting any items of work or having portions of the same carried out. The Employer shall make payment for the alterations at such rates as may be mutually agreed upon.

**B. Payment Schedule under this contract:**

Payments to the Contractor for the construction work will be released by the Employer in the following manner:

<b>Installment No.</b>	<b>Stage of work &amp; Indicator(s)</b>	<b>Amount Payable</b>
<b>1st installment</b>	Signing of the agreement and within 1 week of commencement of work including site clean-up, material delivery at site and start of labor works to be certified by the Engineer appointed by Employer <i>(15% immediately on signing of contract and 15% once workers and materials are mobiles at site by contractor.)</i>	<b>Up to 30%</b> of Contract Value
<b>2nd Installment Running Bills</b>	Upon completion of 40 to 80% of the work in all respect, subject to measurement & certification by the Engineer appointed by Employer	<b>Up to 50%</b> of the Contract Value
<b>Completion of work</b>	Completion of the works in all respect and issue of Certificate of completion by the Engineer appointed by Employer and handover of the site and works by Contractor to Employer	<b>20%</b> of Contract value.

Payments at each stage will be made by the Employer subject to following terms:

1. The Contractor has to submit an invoice for the same;
2. Certification of the invoice by the engineer nominated by the Employer on the basis of quantity measurements and quality of works and its recording in Measurement Book (MB) (in excel) and issue of applicable Certificate by Engineer;
3. TDS will be deducted from each running invoice of the contractor and deposited with govt. as per prevailing law. TDS certificate will be provided by Employer to Contractor for TDS deducted and deposited by Employer as mentioned here.

### **C. Notice by Contractor to Employer**

The Contractor, on the works reaching each stage of construction, shall issue a notice to the Employer to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the Employer, or the engineer nominated by it, will conduct the site inspection and of stage completion certificate, or a notice for any deficiencies, after due verification.

### **D. Completion time**

The Works should be completed by \_\_\_\_\_, which is \_\_\_\_\_ **days** from the date of issue of acceptance letter issued by the Employer and accepted by the Contractor, unless the time period is extended in writing by mutual consent of both the parties due to any exceptional circumstances/factors.

If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the Contractor shall issue a letter citing reasons for the delay within a period of one day of happening of any of such event below mentioned to the Employer. Both parties shall mutually co-operate in resolving the issue and in the event such issue is not resolved then the Employer will decide on the intended completion date being extended by a suitable period:

1. The govt. authority of the said 'Site' does not give access to the site or a part thereof by the agreed period.
2. The Employer orders a delay or does not approve completed drawings, specifications or instructions for execution of the work on time.
3. Ground conditions are substantially good that could reasonably have been assumed before issue of letter of acceptance and from information provided to Contractor or from visual inspection of the site.
4. Payments due to the Contractor are delayed beyond 1 week of invoice without reason.
5. Certification for stage completion of the work is delayed beyond 1 week without any reason(s) and or intimation to Contractor.

### **E. Liquidated Damages**

Any willful delay on the part of the Contractor in completing the construction within the stipulated period will render it liable to pay liquidated damages to Employer @ 0.5% of contract value per day which will be deducted from payments due to him. The Employer may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 10% of the contract amount. These damages shall not apply, should unforeseeably causes beyond the control and without the fault or negligence of the Contractor cause delays in the completion of this project provided, the Employer has agreed to extend the completion date by a suitable period.

### **F. Duties and responsibilities of the Employer**

1. The Employer shall co-operate in providing regular and frequent supervision and guidance as and when required by Contractor for carrying out the works as per specifications. This will include written guidelines and regular site visit by the authorized personnel of the Employer, for checking quality of material and construction to ensure that it is as per the norms.
2. Possession of the site will be handed over to the Contractor from the concerned Site authority within 3-4 days of Letter of Acceptance issued by Employer.
3. The Engineer in charge appointed by the Employer shall hold meeting regularly during the construction period where the Contractor or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The team of Engineer and Contractor may jointly inspect the site on a particular day to take stock of and expedite the works.
4. The Engineer of Employer shall record his observations and instructions at the time of his site visit in a site register maintained by the Contractor. The Contractor will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's observation report, the Employer may instruct stoppage or suspension of the construction. It shall thereupon be open to the Employer to have the deviations rectified at the cost of the Contractor.

## G. Duties and responsibilities of the Contractor

The Contractor shall be responsible for the following:

1. Time being the essence of this Contract, the Contractor undertakes to complete the works and deliver the possession of the same to the Employer within \_\_\_\_ day as mentioned under Para D above \_\_\_\_\_. Employer has already received approval from Govt. authorities as per **Annexure-4** here to.
2. Take up the works and arrange for its completion within the time period stipulated in clause 'D' above;
3. Employ suitable skilled persons to carry out the works.
4. Shall and hereby agrees and confirms to comply with all the provisions of labour laws and industrial laws in respect of the labour employed thereof.
5. Shall apply for and obtain license as provided for under Section 12 of the Contract labour (regulation and abolition) Act, 1970 whenever it employs 20 or more workmen on any day in a year and also obtain renewal from time to time;
6. Shall apply for and obtain license as provided under Section 12 of Contract labour (regulation and Abolition) Act, 1970 for each contract separately.
7. Shall strictly comply with all the terms and conditions that the licensing authority may impose at the time grant of license and the Employer shall not be responsible for the same
8. The Contractor shall also ensure the compliance of the following labour legislations:
  - (i) Minimum Wages Act \*
  - (ii) Employees Provident Fund
  - (iii) Employees State Insurance (ESI) Act \*
  - (iv) Workmen's Compensation Act, if the ESI Act does not apply\*.*\*Applicable as per respective State law.*
9. The Contractor shall also ensure the compliance of the policy of **CYDA India, Environment, Hygiene and Safety (EHS) Code** which are annexed to this contract;
10. Abide by the technical suggestions / direction of supervisory personnel including engineer etc. regarding building construction.
11. Be responsible for bringing any discrepancy to the notice of the representative of the Employer and seek necessary clarification.

12. Ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation.
13. Keep the Employer informed about the progress of work.
14. Shall take all precautions to protect labour and all other personnel engaged at construction site from injury and unnecessary interference or inconvenience.
15. Shall take proper safety and security measures and precautions to ensure that the students and staff of the school are not adversely or physically affected by the construction work and cooperate with the school authorities for total safety and security purpose.
16. Shall ensure that the construction activity does not cause any inconvenience to the school children and that no act is done which may become a source of nuisance or annoyance and Contractor shall ensure safety and security of the school children.
17. The Contractor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time it shall be the responsibility of the Employer.
18. The Contractor or its workmen shall not at any point of time have any claim whatsoever against the Employer.
19. Be responsible for all security and watch and ward arrangements at site till handing over of the building to the Employer or the local authority;
20. Maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
21. Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (Employer will affect deduction from running bills in respect of such taxes as may be imposed under the law).
22. Shall protect all work adjacent to the construction site from any damage resulting from the work of the Contractor and shall repair or replace any damaged work at its own expense.
23. That in case during the course of construction there is any accident in the Site then the Contractor shall be fully and exclusively responsible and liable for the consequences/compensation/claim etc. with regard to such mishap and the Contractor thus indemnifies the Employer against all risks, costs, losses arising out.

24. In the event of any defect being noticed and intimated by the Employer to the Contractor within **6 (Six) months** of completion of the works, the Contractor shall at his own costs and expense shall remove / rectify such defect and take necessary remedial measures. It being clearly understood that after expiry of the aforesaid period, the Contractor shall not be liable or responsible for the same.
25. Shall replace and put in good condition any existing conditions damaged in carrying out this contract.
26. Shall conduct its activities in a business-like manner and adhere to the reasonable wishes of the Employer in relation to its working schedule.
27. If the Contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the Employer is entitled to terminate this agreement as per Clause 'S' below and get the work done by / through others and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the Contractor to discharge the duties or to perform the work under the agreement.

The Contractor, while carrying out the said works, shall discuss with Employer and its authorized representatives, to comply the provisions of all laws, rules and bye-laws for the time being in force affecting the said works.

That the Contractor shall indemnify the Employer in respect of all the claims, damages, compensation or expenses payable in case of any damage, injury or accident sustained by any workman, contractor on the said Site, whether or not in the employment of the Contractor while in or upon the said Site. The Employer shall not be bound to defend any action filed in respect of such injury or damage brought under the Workmen's Compensation Act or other provisions of law. The Contractor shall further indemnify the Employer with respect to any lien or charge claimed or enforced against any materials used in the said Site by any supplier of such material.

#### **H. Variations / Extra Items**

The works shall be carried out by the Contractor in accordance with the approved drawings and specifications attached hereto as **Annexure-2**. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:

1. Employer and Contractor shall mutually discuss and agree on the required variations which may become necessary in the best interest of 'the Works'.
2. The Contractor shall provide the Employer with a quotation (i.e., rates and quantity) along with specifications for carrying out the Variation when requested to do so by the Employer. The Employer shall assess the quotation, which shall be given within 1-2 days of the request before the Variation is ordered.

3. If the quotation given by the Contractor is unreasonable, the Employer may alter the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
4. The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.
5. Any amendment and/or modifications to this agreement shall be valid and binding on either party, only if such amendment/modification is mutually agreed to in writing and executed by both parties.

#### **I. Assignment of Contract**

The Contractor agrees not to assign the Construction Contract to another person or third party without the written consent of the Employer, failing which this contract will be terminated forthwith by Employer and process as per recital S & T below will apply.

#### **J. Change Orders**

The Contractor agrees not to make any changes in the schedule of work, design, or of the specifications without written authorization by the Employer.

#### **K. Lien Waivers**

The Contractor shall protect, defend and indemnify the Employer from any claims for unpaid work, labor or materials.

#### **L. Defect Liability Period**

The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting there from which shall appear within the period of **6 (Six) months** from the date of completion of the works as per certificate of completion issued by the Engineer appointed by Employer.

#### **M. Permits and Codes**

The Employer shall ensure to obtain all necessary approval and permits, including those required by the local authority as applicable. The Contractor will secure at its own expense any other necessary permits and licenses required to do the work and will comply with all building and code **regulations and ordinances of PWD, Govt. of Maharashtra**, whether or not covered by the specifications and drawings for the work.

#### **N. Condition of Premises**

The Contractor agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

#### **O. Inspection**

The Employer shall have the right to inspect all work performed under this contract. Such inspection and certification will be done at the Employer's expense. As well it shall be a condition of this contract that all work that needs to be inspected or tested and certified by the Employer's engineer.



#### **P. Right to Stop Work**

If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Employer may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

#### **Q. Right to Indemnify**

The Contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified the Employer, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Employer, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the Contractor, while performing the conditions of this agreement.

#### **R. Securities**

The Performance Guarantee amount provided by Contractor to the Employer as mentioned under **clause 'B'** above shall be returned by Employer to the Contractor on **completion of six (6) calendar months from date of the Certificate of Completion** of the works provided DLP as per recital "L" above has not been enforced by Employer. If DLP has been enforced, then the performance guarantee will be returned by Employer after successful remedy of the defect by the Contractor or expiry of six calendar months from the date of certificate of completion, whichever occurs later.

#### **S. Termination**

The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

Fundamental breaches of Contract include, but shall not be limited to the following:

1. the Contractor stops work for 3 days and the stoppage has not been authorized by the Employer;
2. the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
3. the technical engineer of Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it forthwith within 2-3 days' time as determined by the Employer;
4. if the Contractor does not maintain a security which is required;

Notwithstanding the above, contract may terminate incase, force majeure such as flood, earthquake, tornado, disaster and occurring annulment of work from government.

If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

#### **T. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and settle the balance due or adjust claim, if any, against Performance guarantee money. Contractor shall forfeit his/her Performance guarantee amount and security deposit withheld by Employer in case of Termination of contract.

#### **U. Independent Contractor**

That the Employer and Contractor have entered into this agreement purely on a principal-to-principal basis for their mutual benefit and nothing stated herein shall be deemed to or construed as a partnership between second party and Employer nor shall in any manner it constitutes an association of persons.

#### **V. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In case any dispute or difference should arise between the parties, whether in respect of quality of material used by the Contractor or work done or in respect of delay in completion of works or in respect of payment of extra work required to be done and so executed or in respect of measurement of work done or in respect of delay of payment to the Contractor or touching the interpretation, fulfillment of any of the terms of these presents or any other matter arising out of or in connection with these presents or the carrying out of the work, shall be referred to arbitration of two arbitrators, one to be appointed by each party. The arbitrators shall appoint an umpire before entering upon the reference. The arbitrators shall make their award within 90 days from the date of entering on the reference. If the arbitrators do not make their award within the stipulated period or have delivered to any party or to the umpire a notice in writing stating that they cannot agree, the umpire shall forthwith enter on the reference and shall make his/her award within three months of entering on the reference or within such extended time as the parties may agree and in the absence of such agreement, as the Court may allow. The arbitrators or umpire, as the case may be, shall be entitled to consult any expert, after previous notice to the parties, the cost whereof shall be borne by the parties equally. The proceedings of the arbitrators shall be recorded in English, a copy whereof shall be furnished to each party. The provisions of the Arbitration and Conciliation Act, 1996 so far as applicable and are not inconsistent or repugnant to

these presents, shall apply to this reference to arbitration. The cost of the reference and award shall be in the discretion of the arbitrators, who may direct by whom and in what manner, the same or any part thereof shall be paid. The award of the arbitrators or umpire shall be final and binding on the parties and the parties, their executors and administrators shall on their respective parts obey, abide by the award and shall not challenge on any ground excepting fraud or collusion or error apparent on the face of the award. It is hereby agreed between the parties that the parties shall resort to arbitration, before filing any suit for the enforcement of any right under these presents.

**W. Notices**

All notices required to be given under this agreement shall be deemed to be sufficiently given if they are forwarded by registered post with Acknowledgement to the following:

- To the Employer at:

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- To the Contractor at:

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**X. Governing Law and Jurisdiction**

This agreement shall be constructed and interpreted in accordance with the laws of India. The courts situated at Pune, Maharashtra alone, to the exclusion of all other courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this Agreement.

This agreement shall be executed in duplicate. The original shall be retained by the Employer and the duplicate by the Contractor.

IN WITNESS WHEREOF the Employer has set its hands to these presents and a duplicate hereof and the Contractor has caused its common seal to be affixed hereunto and a duplicate hereof the day and the year first hereinabove written.

<b>On behalf of Employer</b>	<b>On behalf of Contractor</b>
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Signed and delivered by the hand of  
hand of Shri /Smt. ....

Signed and delivered by the  
Shri /Smt. ....

Office Seal

Office Seal

WITNESSES:

1.

1.

2.

2.

**List of Annexures to the Contract**

Annexure No.	Description of The Document	No. of Pages
1	BOQ with Rates and Cost break up for _____ of Block- _____, Dist: _____, Maharashtra and related drawings, etc.	....
2	<u>Govt. approval for the Works:</u> Letter no.: ..... date ..... issued by ..... ....., Govt. of .....	01
3	Letter of Acceptance issued by Employer and accepted by Contractor	01
4	Format of Certificate for Intermediate and Final Completion by Engineer	01
5	Tender Notice _____ issued by CYDA India	03
6	Safeguarding Children and Young People (Child protection policy of CYDA India	
7	Environment, Hygiene and Safety (EHS) Code for Contractor	02

**Annexure- 1**

**Detailed B.O.Q. with Rates and Cost of the Works, Drawings, etc.**

**(Refer separate document attached)**

**Annexure - 2**

**Official approval letter no. .... date .....issued by concerned  
Government Department/ Authority .**

**Annexure - 3**

Copy of Letter of Acceptance signed between Employer and Contractor



**Annexure - 4**

**Format of Certificate for Intermediate Completion / Final Completion**

Certified that the undersigned has visited the work site, taken the required measurements and reviewed the works carried out by the contractor up to ..... level in respect of the .....(School Name).....  
..... at .....and certifies that the works have been executed in accordance with the approved drawing and technical specifications and as per measurements and observations recorded in the Measurement Book (MB) by the undersigned.

**Place:**

**Date:**

**(Signature of Engineer)**

**Name:**

**Designation: Civil Engineer**

**Annexure - 5**

Tender Notice Issued by CYDA, Pune

**Annexure - 6**

**Safeguarding Children and Young People (Child Protection Policy of CYDA India)**

## Annexure - 7

# Environment, Health and Safety (EHS) Code for Contractors

<b>Name of the Project</b>	
<b>Project Location</b>	
<b>Name of Contractor</b>	

1. Contractor undertakes not to engage any workmen at site below 18 years and above 55 years of age.
2. Contractor shall ensure all workmen are screened for fitness before engaging them on the job. Physical fitness of the person to certain jobs like working at height or other dangerous locations to be ensured before engaging the person on work. The final decision rests with the site management to reject any person on the ground of physical fitness.
3. Smoking is strictly prohibited at workplace.
4. Contractor shall ensure adequate supervision at workplace. It shall ensure that all persons working under them shall not create any hazard to self or to co-workers.
5. All PPE like shoes, helmet, safety harness etc. shall be arranged before starting the job. PPE non-compliance may attract penalty.
6. Helmet with Chinstrap, Safety Shoe and Reflective Vest are mandatory PPE always to be worn at site.
7. No one is allowed to work at or more than 2m height without wearing safety harness and lanyard of harness shall be anchored to firm support preferably at shoulder level.
8. Usage of eye protection shall be ensured when workmen are engaged for grinding, chipping, welding and gas cutting.
9. All Gas Cylinder and Torch set up in usage shall have Flash back arrestors fixed at both ends.
10. All excavated pits shall be barricaded and barricade to be maintained till the backfilling is done. Safe approach shall be ensured into every excavation.
11. Adequate illumination at workplace shall be ensured before starting the job at night.
12. All the dangerous moving/rotating parts of the portable / fixed machinery being used shall be adequately guarded.
13. Ladder usage with 3-Point Contact, Place the ladder at 1:4 ratio (750), Extend upto a minimum of 1m from landing, Distance between Rungs is 250mm, Top and Bottom adequately secured and Ladder Length <10 m. Ladders not to be used as platform.
14. Erection zones and dismantling zones shall be barricaded ensure that nobody stands under suspended load. and a signalman to be posted to
15. Horseplay is completely prohibited at workplace. Running at site is completely prohibited, except in case of emergency.
16. Materials shall not be thrown from heights in any case.
17. Other than the electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
18. Power supply shall be taken through RCCB of 30 mA sensitivity.
19. Insertion of bare wires for tapping power from electrical sockets is prohibited. Industrial Plug Tops, weather protection metal box and Double insulation cable usage are mandatory.
20. All major, minor accidents and near misses to be reported to EIC to enable the management to take necessary steps to avoid recurrence.
21. All scaffoldings/work-platforms shall be strong enough to take the expected load. The width of the working platform and fall protection arrangements shall be maintained as per recommendation of EIC. Base plates, Clamps and access ladder are must for erection of

scaffolds.

22. All tools and tackles shall be inspected for use. Defects to be reported immediately. No lifting tackle to be used unless it is certified by the competent authority.
23. Good housekeeping to be maintained. Passages shall not be blocked with materials. Materials like bricks shall not be stacked more than 1.5m height.
24. Debris, scrap and other materials shall be cleared from the workplace time to time and at the time of closing of work every day. Scrap bins provided at site shall be used.
25. Contractor shall ensure that all their workmen are following safety practices while working.
26. Adequate fire-fighting equipment shall be made available at workplace.
27. All unsafe conditions, unsafe acts reported by EIC shall be corrected on priority basis.
28. No children shall be allowed to enter the workplace.
29. Female workers are not allowed to work at height and other high-risk areas.
30. Usage of Bamboo / Casuarina Poles and wooden ladders are prohibited at sites.
31. Contractor to ensure adequate barricade, reflectors, warning signage, flagmen and traffic diversion / control.
32. No workmen shall sleep during working hours at site.
33. Other than the driver, nobody is allowed to travel in tractor / tipper / truck.
34. Contractor shall ensure that all the living rooms and toilets used by its labour force in Workmen shed/colony are maintained clean and hygienic. Food and other wastes shall be disposed of suitably.
35. Contractor to follow and abide by all norms and standards prescribed by Govt. for Covid-19.

I have read all the contents given above /I was explained all the contents given above listing the EHS code of practice to be followed and I understand the requirements. I shall strictly adhere to all the EHS norms in all areas of working. I understand complying with the company EHS norms is mandatory to me.

**(Signature of Contractor)**

Name \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_