

APPENDIX 3a – OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS (SAMPLE)

a) General

1. It is the responsibility of the Supplier to maintain the highest levels of Occupational Safety and Health protection in their work areas and to comply with all relevant legal and Cummins Health and Safety requirements;
2. Cummins Occupational Safety and Health requirements will apply to Suppliers' employees as they do to Cummins employees;
3. Suppliers are required to submit a Safety Prevention Plan (*in the attached format*) prior to beginning any activity at site;
4. Safety Orientation will be organized at site for the Supplier representatives including their employees, at the time of initial entry, which will also cover these Occupational Safety and Health requirements;
5. Access to the facility is specifically restricted to the immediate work area;
6. Suppliers are expected to be fit for work and behave and work in a professional manner;
7. Medical fitness reports (from a qualified medical practitioner, if not specifically mentioned) to be submitted prior to engaging employees in high risk operations such as Working at Height, Confined Spaces, handling of Hazardous Chemicals/ Substances, Work on or near Energized equipment and systems, Operating Material Handling Equipment such as forklifts and other industrial vehicles etc.;
8. Under no circumstances are unescorted personnel permitted beyond the designated work site;
9. Instructions will be provided on the arrangements for eating and lavatory use;
10. Smoking will only be permitted in designated locations;
11. Photographing or videotaping Cummins operations and facilities will not be permitted, unless specifically authorized by the Cummins Designated On-site Supplier Coordinator;
12. Failure to comply with these requirements or with all applicable local legislation will, at the discretion of Cummins, result in the exclusion of individuals from the site, termination of the contract, or debarment from future work, and;
13. (*Mention appropriate information regarding monetary penalties, if it is included in the contract agreement*);
14. *Additional site specific information/ instructions, if any*

Suppliers should direct any questions regarding these requirements to the Cummins Designated On-site Supplier Coordinator (Contact info provided below).

b) Supervision

1. The Supplier will designate an On-site Supplier Coordinator to oversee the work and to act as the Supplier's contact point with Cummins. He/ she must be on site during all operating periods;

2. The Supplier will have to show the records proving the experience, qualification and competence of their On-site Coordinator(s), if requested.

c) Site Utilities

1. The Supplier will use reasonable care to avoid contact with or disruption of site utilities, including surface, overhead and underground services. The use of site utilities for the completion of work must be agreed with the Cummins Designated On-site Supplier Coordinator;
2. All temporary electrical circuits (including flexible cords and extension cables) must be provided with an earth leakage circuit breaker (ground fault circuit interrupter);
3. Flexible cords will be protected from damage and physical protection devices must be provided at pinch points (e.g., doors, windows, sharp angles);
4. Where there is frequent pedestrian or vehicle movement, protection must be provided to prevent cord damage, and steps must be taken to reduce the risk of trips and falls;
5. Connections to the site electrical system will be completed only under the direction of the Cummins Designated On-site Supplier Coordinator;
6. All energy sources must be securely isolated (locked out and tagged out) before any work equipment safeguards are removed or disabled. Such isolations will always be carried out by Cummins authorized persons through an established LockOut/ TagOut system. Live working on electrical systems and electrically powered equipment is strictly prohibited, unless otherwise authorized through specific work permits.

d) Use of Hazardous Materials

1. Approval for the use/ handling/ storage of any hazardous solid, liquid or gas must be obtained from the Cummins Designated On-site Supplier Coordinator before they are brought on site. This includes flammable materials or materials hazardous to health;
2. Material Safety Data Sheets (MSDSs) for these materials must be kept on site during storage and use;
3. The quantities of hazardous materials held on site must be kept to a minimum. While on site, materials should be provided with physical protection to prevent release;
4. The Supplier will have to show relevant training records to prove that their employees are adequately trained in use and handling of hazardous materials.

e) Waste Disposal

1. Waste materials must be removed from the work site on a daily basis. They should be collected, labeled, and disposed by the Supplier, in accordance with local regulatory requirements and following agreement with the Cummins Designated On-site Supplier Coordinator;
2. Suppliers must store waste materials only in areas designated by the Cummins Designated On-site Supplier Coordinator;

3. The disposal of any hazardous material into drains, storm sewers or waste containers is strictly prohibited.

f) Work Permits

1. The following work may only be commenced after receipt of a valid work permit:
 - a. hot work of any type where heat is used and generated, for eg by hot metal riveting, flame cutting, tar pots, brazing, grinding, carbon arch or electrode gouging, gas and electric welding, soldering etc...;
 - b. work which may generate incendive sparks or other sources of ignition;
 - c. work which may cause unintended or uncontrolled hydrocarbon release, including any disconnection or opening of any closed pipeline, vessel or equipment containing, or which has contained, flammable or toxic materials;
 - d. work involving electrical isolation or work on live electrical;
 - e. work involving the use of dangerous substances, including radioactive materials and explosives;
 - f. demolition and excavations;
 - g. pressure testing;
 - h. maintenance operations which compromise critical safety systems or which remove them from service;
 - i. entry into confined spaces;
 - j. work at a height above **1.2 mts/ 4 ft** or those works at un-protected elevations that demands fall protection to prevent persons from falling or involves danger of dropped objects etc...
 - k. [ADD ANY ADDITIONAL SITE PERMITS].
2. These permits can be obtained from the Cummins Designated On-site Supplier Coordinator or a Designee;
3. The process of obtaining the work permits and the rules and regulations regarding carrying out activities at site will be communicated during the Safety Orientation program.

g) Work Equipment

1. Suppliers must provide their own work equipment; ensure that it is maintained in good working order and that it complies with all regulatory requirements. Copies of test records for safety-critical equipment (e.g., lifting equipment, electrical equipment, etc.,) must be held on site during the job and regularly updated;
2. Equipment must be equipped with the necessary safeguards, controls and operating accessories. At the conclusion of the work shift, all equipment and tools must be de-energized and safely stored;
3. Cummins will verify equipment safety features at the time of entry and the Supplier will be responsible for its periodic inspection. Any defective equipment or equipment not meeting standard safety specs will not be allowed to the site.

h) Work at Elevated Locations

1. The Supplier must provide own access equipment, unless agreed otherwise with the Cummins Designated On-site Supplier Coordinator;
2. Ladders, scaffolds and hoists must be used, inspected and maintained in accordance with the manufacturer's specifications;
3. Scaffolds must be erected and dismantled by qualified personnel and conform to regulatory requirements;
4. Mobile hoists must only be operated by personnel trained and licensed in their use;
5. Guard-rails, or safety harnesses with lifelines, must be used for all work where personnel or materials could fall more than 1.2 mts.

i) Clothing and Personal Protective Equipment (PPE)

1. All Supplier employees must dress appropriately. As a minimum, shirts, long trousers, and safety shoes are required;
2. The Supplier must provide all necessary PPE to their employees and ensure that it is properly worn. The make and quality of PPE, to a minimum, will have to conform to ANSI standards if any applicable local standards/ regulatory requirements are not available, and if not explicitly stated in the Contract agreement;
3. As a minimum, all Supplier employees are required to wear safety shoes and safety glasses with side-shields throughout the facility;
4. Additional PPE such as hard hats, chemical visors, hearing protection, respiratory protection, protective clothing, fall protection or other equipment may be required, depending upon the tasks being performed;
5. Where specialized PPE is required (e.g., for use during emergencies), this may be provided by Cummins after prior agreement.

j) Housekeeping, Equipment and Storage

1. The Supplier must keep the work area in a safe orderly manner, clear of waste materials and any equipment that is not in use;
2. Equipment and materials must be stored so that they do not create a slip, trip or fall hazard and allow unrestricted access to emergency equipment and exit routes.

k) Health & Safety Adverse Events

1. All incidents/ adverse events must be reported immediately to the Cummins Designated On-site Supplier Coordinator;
2. These include all injuries (however minor), illnesses, spills, leaks, occupational health exposures and near misses;
3. The contractor must complete all the legal formalities (includes reporting to local authorities) in the event of any such adverse events and this will be done only after consulting with the Cummins Designated On-site Supplier Coordinator;

4. The contractor must maintain all records and must submit reports as and when required to Cummins Designated On-site Supplier Coordinator.

l) Emergency Response

1. In the event of an emergency (eg fire, injury or spillage), or for first-aid assistance, activate the nearest alarm call point for emergencies or dial telephone extension [TELEPHONE NUMBER] and report the:
 - a. individual and company name;
 - b. location of the emergency (eg floor, room number, area);
 - c. emergency condition; and,
 - d. telephone extension being used.
2. The Supplier On-site Coordinator must then ensure that their employees in the area are out of danger and evacuate to the nearest assembly point;
3. The site's evacuation routes and assembly areas are sign-posted and will be reviewed with contractors by the Cummins Designated On-site Supplier Coordinator prior to the start of work;
4. The site's evacuation alarm is a [ENTER THE TYPE OF ALARM]. Upon hearing this alarm, all Supplier employees must immediately make their work areas safe and then proceed to the nearest building exit and assembly area;
5. Under no circumstances should anyone re-enter the building without the permission of a fire marshal or site Safety Department;
6. Suppliers are responsible for accounting for their personnel and reporting missing persons to a fire marshal or Emergency Response team;
7. The Supplier must provide adequate and appropriate fire extinguishers throughout their work areas, unless agreed otherwise with the Cummins Designated On-site Supplier Coordinator;
8. Extinguishers should be selected on the basis of the hazards of the work being performed. Only Supplier personnel trained in the use of portable fire extinguishers should attempt to extinguish the fire;
9. They should only attempt to do so if the fire is still in its incipient stages (small), and can be extinguished without endangering their safety.

k) Safety Performance reporting

1. The Supplier will have to report the following Safety Metrics to the Cummins Designated On-site Coordinator on a monthly basis –
 - a. Supplier Employee Headcount;
 - b. Total hours worked (include all shifts and over time duty hours);
 - c. Total number of OSHA recordable/ reportable injuries or illnesses;
 - d. Total number of lost time incidents; and,
 - e. Supplier employee days away from work after a lost time incident
2. This information may also be submitted using the Supplier Web Portal, if the access to the portal is available to the Suppliers.

k) Any other information (site specific)

Contact Information:
