

**CARIBBEAN CEMENT COMPANY LIMITED**

# ***GENERAL CONDITIONS OF CONTRACT***

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*This document is to be issued to all contractors and read in conjunction with the Purchase Order or Contract and scope of work and embodies the provisions and conditions under which works are to be performed at the plant and on behalf of the company.*

## Contents

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|  |    |
|--|----|
| FOREWORD .....   | 4  |
| TERMS AND CONDITIONS OF CONTRACT .....   | 6  |
| 1. DEFINITIONS .....   | 6  |
| 2. APPLICATION .....   | 6  |
| 3. STANDARDS .....   | 7  |
| 4. ADHERENCE TO SECURITY, HEALTH SAFETY AND ENVIRONMENTAL POLICIES OF THE EMPLOYER ..... | 7  |
| 4.2.1. Removal of Rubbish Clean-Up (Waste) .....   | 7  |
| 4.2.2. Enclosures.....   | 8  |
| 4.2.3. Cover Up and Protect .....  | 8  |
| 5. USE OF CONTRACT DOCUMENTS AND INFORMATION .....                                       | 8  |
| 6. <b>PERFORMANCE SECURITY (WHERE REQUIRED BY THE EMPLOYER)</b> .....                    | 9  |
| 7. <b>CONTROL OF THE WORKS (ASSIGNMENT OF RIGHTS)</b> .....                              | 9  |
| 8. <b>SITE MEETINGS</b> .....  | 9  |
| 9. <b>INJURY, DAMAGE AND INSURANCE</b> .....   | 10 |
| 9.1. Injury to or Death of Persons .....   | 10 |
| 9.2. Damage to Property .....  | 10 |
| 9.3. Evidence of Insurance.....  | 10 |
| 9.4. LIABILITY AND INSURANCE .....   | 10 |
| 9.5. Insurance .....   | 11 |
| 10. <b>DETERMINATION OF CONTRACT</b> .....   | 12 |
| 11. TAKING OVER.....   | 13 |
| 12. <b>DEFECTS LIABILITY</b> .....   | 14 |
| 12.1. Defects Liability Period .....   | 14 |
| 12.2. Making Good Defects .....  | 14 |
| 12.3. Notice of Defects .....  | 14 |
| 12.4. Extension of Defects Liability Period .....  | 14 |
| 12.5. Failure to Remedy Defects .....  | 15 |
| 13. PAYMENT .....  | 15 |
| 14. PRICES.....  | 16 |
| 15. VARIATIONS .....   | 16 |
| 16. CONTRACT AMENDMENTS .....  | 16 |
| 17. DELAYS IN CONTRACTOR'S PERFORMANCE .....   | 16 |
| 18. LIQUIDATED DAMAGES .....   | 17 |
| 19. RETENTION PAYMENT .....  | 17 |
| 20. FORCE MAJEURE .....  | 18 |
| 21. APPLICABLE LAW .....   | 18 |
| 22. STATUTORY OBLIGATIONS.....   | 18 |
| 23. ADVERTISEMENT .....  | 19 |
| 24. RESOLUTION OF DISPUTES .....   | 19 |
| 25. NOTICES AND FEES .....   | 19 |
| SAFETY POLICY .....  | 20 |
| 26. WORK PLANNING AND CONTRACTS/WORK ADMINISTRATION.....                                 | 21 |

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|       |   |    |
|-------|---|----|
| 27.   | SAFETY AND SECURITY ORIENTATION .....   | 22 |
| 28.   | EQUIPMENT CERTIFICATION AND REGULATION .....  | 23 |
| 28.1. | Factory Inspector Certification .....   | 23 |
| 28.2. | CCCL’s Inspection and Certification .....   | 23 |
| 28.3. | Statutory Compliance .....  | 23 |
|       | SECURITY, SAFETY and ENVIRONMENT REGULATIONS .....  | 24 |
| 29.   | Access Requirements.....  | 24 |
| 30.   | General Security Requirements and Prohibitions .....  | 25 |
| 31.   | Confinement to Work Site/Work Area .....  | 27 |
| 32.   | Security of Vehicles, Tools and Equipment .....   | 27 |
| 33.   | REPORTING AND INVESTIGATING INCIDENTS & ACCIDENTS .....   | 28 |
| 34.   | HAZARDOUS MATERIAL.....   | 28 |
| 35.   | DRESS CODE.....   | 29 |
| 36.   | PERSONAL PROTECTIVE EQUIPMENT .....   | 29 |
| 37.   | FIRE PREVENTION AND SAFETY .....  | 30 |
| 38.   | Use of Fire Equipment .....   | 30 |
| 39.   | WORK PERMIT REGULATIONS .....   | 31 |
| 39.1. | Safety Clearance/Work Permit.....   | 31 |
| 39.2. | Hot Work .....  | 31 |
| 39.3. | Excavation.....   | 32 |
| 39.4. | Confined Space Entry.....   | 32 |
| 39.5. | Working on heights .....  | 32 |
| 39.6. | Use of Utilities, Engine-driven equipment, and Vehicles .....                                   | 32 |
| 40.   | EMERGENCY PROCEDURES.....   | 33 |
| 40.1. | ALARM SIGNALS.....  | 33 |
| 40.2. | Medical Emergency .....   | 34 |
| 40.3. | Plant Emergencies .....   | 34 |
| 41.   | CONTRACTOR’S COMPETENCE, SUPERVISION and WELFARE .....  | 34 |
| 41.1. | Competence .....  | 34 |
| 41.2. | Supervision .....   | 34 |
| 41.3. | Bathroom Facilities .....   | 35 |
| 41.4. | Lunchroom.....  | 35 |
| 42.   | SANCTIONS .....   | 35 |
| 43.   | LISTING OF POSSIBLE SAFETY & SECURITY VIOLATIONS.....   | 35 |
| 44.   | ENVIRONMENTAL GUIDELINES AND REQUIREMENTS .....   | 37 |
| 44.1. | CCCL Integrated Policy Statement.....   | 37 |
| 44.2. | General Environmental Requirements.....   | 37 |
| 44.3. | Specific Environmental Requirements .....   | 38 |
|       | CONTRACTORS ACCEPTANCE OF CARIBBEAN CEMENT COMPANY LIMITED GENERAL CONDITIONS OF CONTRACT ..... | 42 |

## FOREWORD

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This is a summary of the guidelines, which apply to contractors working for Caribbean Cement Company Limited (CCCL) and suppliers of goods and services to CCCL. These guidelines apply where applicable to all categories of contractor i.e. civil, mechanical, electrical, transportation, janitorial, messengers, caterers and marine services.

Obviously, all regulations applying to Contractors cannot be included in this summary and situations will undoubtedly arise where additional precautions and good judgment will be necessary.

The primary purpose of these rules and procedures is to prevent accidents, which may result in injury to employees of the Contractor or the Company, damage to Company's property and equipment or to the environment. These rules have been developed over the course of many years and are based on best practices in the industry and our experiences in operating our facility inclusive of the kilns, mills, quarries, packing facilities and shipping operations. In addition to safeguarding our own personnel and equipment, these precautions will, no doubt, assist contractors in protecting their own employees and property. ACCIDENT PREVENTION IS GOOD BUSINESS in ANY INDUSTRY.

It is CCCL's policy that all our operating procedures must be in compliance with the best practices and standards in the industry as set out by professional organizations such as the Ministry of Health (MOH), Ministry of Labour (MOL), American Society of Testing Material (ASTM), Occupational *Health and Safety Assessment Series (OHSAS 18001)*, National Fire Protection Agency (NFPA) and National Environment and Planning Agency (NEPA). They must also adhere to all Jamaican regulations, including those stated in the Factories act, Jamaica Bureau of Standards as well as other relevant acts or regulations. They will also be held to the procedures contained in the CCCL's Environmental Management System, *Occupational Health and Safety Management System* and Quality Management System.

Our rules cannot cover every job situation. Good judgment will dictate that additional precautions are necessary. In the event that conditions change during the course of work, the contractor or his representative must cease working and contact the Company's representative for directives.

The products handled and processed at our facilities are of various natures including organic material as well as flammable substances. In the case of the latter the vapors from them, when mixed with air can cause an explosion if ignited. Also, discharge of these products into the environment can cause many long-term negative effects on plants, animals, waterways and land. However, these products can all be handled safely if proper precautions are observed.

Before commencing work at CCCL all Contractors **MUST** read this manual, participate in a Safety and Security orientation. Contractors **must** also sign a contract verifying that they understand the terms and conditions under which they are being allowed to work.

Violation of these regulations or any other Safety and Security Guidelines are cause for disciplinary action against the Contractor and/or his employee up to and including termination of the Contract.

## TERMS AND CONDITIONS OF CONTRACT

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### 1. DEFINITIONS

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In this Contract, the following terms shall be interpreted as indicated:

- 1.1. "The Contract" means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein;
- 1.2. "The Contract Price" means the price payable to the Contractor under the Contract for the full proper performance of its contractual obligations.
- 1.3. "The Work" means the erection, tools, equipment, transport, material and documentation which the Contractor is required to supply under the Contract;
- 1.4. "The Employer" means the Organization purchasing the Service;
- 1.5. "The Contractor" means the individual of firm supplying the Service under this Contract

### 2. APPLICATION

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- 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
- 2.2. The clauses herein contain the general conditions of the contract and shall be deemed accepted by the Contractor by acceptance of the "Purchase Order" and the commencement of the Works apart from any statement clearly identified in the Purchase Order. The general conditions of the contract may be specifically supplemented by the "contract agreement" signed by both parties where deemed necessary by the employer.

### 3. STANDARDS

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- 3.1. The whole of the works, material and services shall be executed in accordance with the style, character and finish usual for his type of work with the best workmanship and the materials shall be the best of the respective kinds described in this Specification.
- 3.2. Where samples of materials are required the Employer must approve these before deliveries are commenced.
- 3.3. The Contractor shall bear the cost of supplying the testing samples of any materials. Should any such sample prove unsatisfactory the Contractor shall bear the cost for rectifying any work incorporating such unsatisfactory materials.

### 4. ADHERENCE TO SECURITY, HEALTH SAFETY AND ENVIRONMENTAL POLICIES OF THE EMPLOYER

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- 4.1. The Contractor agrees that as of the signing of this Agreement he shall adhere to the security, health, safety and environmental policies of the Employer. Such policies are outlined in Section 26 to 45 attached and shall be determined by the Employer from time to time.
- 4.2. In addition to the Security, Health, Safety and Environmental policies of the Organization outlined in the Section 26 to 45 the Contractor agrees to the following:

#### 4.2.1. Removal of Rubbish Clean-Up (Waste)

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In addition to the requirements of the Health, Safety and Environmental policy of the Organization outlined herein, THE Contractor shall keep the Works reasonably clean during the progress of the Contract, clearing away all rubbish as it accumulates and finally leaving the site and premises clean and ready for occupation at completion to the entire satisfaction of the Employer.

#### 4.2.2. Enclosures

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The contractor shall also allow for tools and equipment providing suitable enclosures for the storage of materials; and erect in approved positions and clear away at completion including making good all disturbed.

#### 4.2.3. Cover Up and Protect

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The Contract shall allow for covering up and protecting the Works from damage resulting from weather or any other causes and for making good any damage which may be so caused save as covered by insurance as hitherto described.

The Contractor shall allow for protecting from trespass loss or damage arising out of the operation of this Contract, all existing property including buildings, fences, walls, trees, grass, vegetation, roads, paths, sewers, water, electric and gas pipes and mains and the like, whether public or private and both inside or outside the Site, including all making good and indemnifying the Employer against any claims or proceedings arising out of any failure in this respect. The Contractor shall not interfere with any of the foregoing without the consent of the public authority or private owner concerned.

### 5. USE OF CONTRACT DOCUMENTS AND INFORMATION

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- 5.1. The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, or, information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The Contractor shall not, without the Employer's written consent, make use of any document or information enumerated in paragraph 4.1 except for purposes of performing the Contract.



## **6. PERFORMANCE SECURITY (WHERE REQUIRED BY THE EMPLOYER)**

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6.1. The Contractor shall enter into a performance bond with a guarantor to be approved by the Employer for the due performance and completion of the Contract and he shall allow for all costs and expenses in connection therewith. The performance bond shall be produced before the signing of the Contract.

## **7. CONTROL OF THE WORKS (ASSIGNMENT OF RIGHTS)**

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7.1. Neither the Employer nor the Contractor shall without the written consent of the other, assign its rights under the Contract, except for provisions for termination.

7.2. The Contractor shall not sub-contract the Works or any part thereof without the written consent of the Employer whose consent shall not unreasonably be withheld.

7.3. The Contractor shall at all reasonable times keep upon the Works a competent person in charge, any instructions given to him by the Employer shall be deemed to have been issued to the Contractor

7.4. The Employer may issue instructions requiring exclusion from the Works of any person employed thereon.

7.5. The employer requires that its instruction be complied with. If the contractor fails to comply with the written instruction of the employer after seven days of receiving such notice, the employer may to its discretion employ other persons to perform the work and the contractor may become liable for additional cost incurred to complete the works

## **8. SITE MEETINGS**

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8.1. The employer will arrange in agreement with the Contractor regular site meetings to consider progress and other relevant matters. Minutes of those meetings shall be circulated to each concerned.

## 9. INJURY, DAMAGE AND INSURANCE

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### 9.1. Injury to or Death of Persons

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The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect or personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, unless due to any act or neglect of the Employer or of any person for whom the Employer is responsible.

### 9.2. Damage to Property

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The Contractor shall, subject to Clause 9.3 be liable for and indemnify the Employer against and insure and cause any sub-contractor to insure against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to a property real or personal in so far as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Contractor or any person for whom the Contractor is responsible or of any sub-contractor or person for whom the sub-contractor is responsible.

### 9.3. Evidence of Insurance

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The Contractor shall produce, and shall cause any sub-contractor in his employ to produce, such evidence as the Employer may reasonably require that the insurances referred to in Clause 9.1 and 9.2 are in force at all times.

### 9.4. LIABILITY AND INSURANCE

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9.4.1. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless CCCL, and all of its agents and employees, from and against all claims, damages, loss and expenses arising out of or resulting from the performance of the Contractor's work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Contractor's Work itself) including the loss of use resulting there from, but only to the extent caused or alleged to be caused in whole or in any part by any negligent act or

omission of the Contractor or anyone directly or indirectly employed by the Contractor may be liable.

9.4.2. Notwithstanding the forgoing, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless CCCL (including its affiliates, parents and subsidiaries) against all claims, damages, loss and expenses arising out of; or resulting from bodily injury to, or sickness, disease or death of any employee, officer or agent of the Contractor or any of its subcontractors, regardless of whether such bodily injury, sickness, disease or death is caused by, or is alleged to be caused by the partial or sole negligence of CCCL.

## 9.5. Insurance

9.5.1. The Contractor shall maintain, or cause to be maintained, on behalf of itself and all subcontractors, the following insurance:

9.5.2. Property Insurance on the entire Contractor's equipment used on work for CCCL, against loss or damage under an all risk policy on a replacement cost basis. The policy shall contain a waiver of underwriter's rights of subrogation against CCCL.

9.5.3. Employers Liability Insurance to a minimum limit of ten million dollars (J\$10,000,000.00).

9.5.4. Commercial General Liability Insurance covering liability imposed by law or assumed under contract arising from bodily injury, death or property damage, with minimum combined limits of not less than five million dollars (J\$5,000,000.00) for each loss, and in the aggregate with respect to products and completed operations liability.

The policy shall name CCCL as Additional Insured and contain a waiver of underwriters' rights of subrogation in favor of CCCL.

9.5.5. Auto Liability Insurance including coverage for owned, hired, leased or non-owned vehicles, with a combined single limit or not less than five million dollars

(JA\$5,000,000.00). The Contractor will be responsible for ensuring that, to the extent subcontractors are not covered and named under the Contractor's insurance, such subcontractors will provide to the Contractor true and certified copies of insurance in compliance with the above requirements

9.5.6. All insurance provided for above shall be effected with valid and enforceable policies issued by insurance companies that are individually acceptable to CCCL and are licensed to do business in Jamaica.

9.5.7. All policies shall contain an agreement by the insurer that the coverage will not be cancelled or materially changed without at least 30 days written notice to CCCL, excepting ten (10) days prior to written notice of nonpayment of premium.

9.5.8. Deductibles of self-insured retention under any of the policies shall be acceptable to CCCL. Upon the execution of any agreement and thereafter not less than ten (10) days prior to the expiration dates of the expiring policies or contracts, true and certified copies of all insurance policies (or other evidence of Insurance, as acceptable to CCCL, at Its sole discretion) of the character described shall be deposited with CCCL.

## **10. DETERMINATION OF CONTRACT**

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- 10.1. The Employer may but not unreasonably or vexatiously by notice by registered post or recorded delivery to the Contractor forthwith determine the employment of the Contractor under this Contract if the Contractor shall make the default in any one or more of the following respects:-
- 10.2. If the Contractor without reasonable cause fails to proceed diligently with the Works or wholly suspends the carrying out of the Works before completion.
- 10.3. If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations.

- 10.4. If the Contractor becomes bankrupt or makes any composition or arrangement with his creditors or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding-up passed or a receiver or manager of his business or undertaking is duly appointed possession is taken by or on behalf of any creditor of any property the subject of a charge.
- 10.5. Assigns the Contract or subcontracts the whole of the Works without the Employer's written consent.
- 10.6. In the event of the Employer determining the employment of the Contractor as aforesaid, the Contractor shall immediately give up possession of the site of the Works and the Employer shall not be bound to make any further payment to the Contractor until after completion of the Works. Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Employer may possess.

## 11. TAKING OVER

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- 11.1. The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, except in minor respects that do not affect the use of the Works for their intended purpose, have passed the inspection on completion and an Acceptance Certificate has been or deemed to have been issued.
- 11.2. The Contractor shall give notice to the Employer when in his opinion the contractual obligations have been completed and the Works are ready for inspection.

## 12. DEFECTS LIABILITY

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### 12.1. Defects Liability Period

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The defects liability period is thirty (30) days, if not stated otherwise in the request for proposal, following the taking possession of the Works by the Employer during which the Contractor is responsible for making good defects and damages in accordance with Clause 12.2.

### 12.2. Making Good Defects

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12.2.1. The Contractor shall be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from either;

- (a) Any defective materials, workmanship or design, or
- (b) Any act or omission of the Contractor during the Defects Liability Period.

12.2.2. The Contractor shall make good the defect or damage as soon as practicable at his own cost.

### 12.3. Notice of Defects

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If any such defect appears or damage occurs, the Employer shall notify the Contractor forthwith.

### 12.4. Extension of Defects Liability Period

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12.4.1. The provisions of this Clause shall apply to all replacements or renewals carried out by the Contractor as if the replacements and renewals had been taken over on the date they were completed.

12.4.2. Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works would not have been used by reason of the defect or damage. If only part of the Works is affected, the Defects Liability Period shall be extended only for that part.

12.4.3. In neither case shall the Defects Liability Period be extended by more than one year.

## 12.5. Failure to Remedy Defects

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12.5.1. If the Contractor fails to remedy a defect or damage within a reasonable time, the Employer may fix a final time for remedying the defect or damage.

12.5.2. If the Contractor fails to remedy the defects, the Employer may at his own discretion

12.5.2.1. Carry out the work himself or employ others at the Contractor's risk and cost, provided that he does so in a reasonable manner. The costs properly incurred by the Employer in remedying the defects or damage shall be deducted from the Contract Price, but the Contractor shall have no responsibility for such work or;

12.5.2.2. Require the Contractor to grant the Employer a reasonable reduction in the Contract Price to be agreed or fixed by arbitration.

12.5.3. If the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or a part thereof, he may terminate the Contract in respect of such parts of the Works as cannot be put to the intended use. The Employer shall without prejudice to any other remedy be entitled to recover all sums paid in respect of such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant to the Contractor or otherwise disposing of it in accordance with the Contractor's instructions.

## 13. PAYMENT

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13.1. The method and conditions of payment to be made to the Contractor under the Contract shall be specified in the **Request for proposal**.

13.2. The Contractor's request(s) for payment shall be made to the Employer in writing, accompanied by an invoice describing, as appropriate, the services performed.

13.3. Payments shall be made promptly by the Employer within 30 days of submission of an invoice/claim by the Contractor.

13.4. All invoices/claims by the Contractor shall be less retention payment where applicable

## 14. PRICES

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14.1. Prices charged by the Contractor for services performed under the Contract shall not, with the exception of any price adjustments authorized, vary from the prices quoted by it in its bid.

## 15. VARIATIONS

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15.1. The Employer may, without invalidating the Contract, order an addition to or omission from or other change in the Works or the order or period in which they are to be carried out and any such instruction shall be valued by the Employer on a fair and reasonable basis, using where relevant, prices in the price schedule.

15.2. Instead of the valuation referred to above, the price may be agreed subject to negotiation between the Employer and the Contractor prior to the Contractor carrying out any such instruction.

## 16. CONTRACT AMENDMENTS

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16.1. Subject to Clause 15, no variation in or modification of the terms of the Contract shall be made except by written agreement signed by both parties.

## 17. DELAYS IN CONTRACTOR'S PERFORMANCE

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17.1. Completion of work or other services shall be made by the Contractor in accordance with the time schedule specified by the Employer in its **Request for Proposal**.

17.2. An (un-excused) delay by the Contractor in the performance of his obligations shall render the Contractor liable to any or all of the following sanctions:

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17.2.1. forfeiture of its performance security,

17.2.2. imposition of liquidated damages,

17.2.3. and/or termination of the Contract for default

17.3. If at any time during performance of the Contract, the Contractor or its sub-contractor(s) should encounter conditions impeding timely completion of work or other services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

## 18. LIQUIDATED DAMAGES

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If the Works are not completed by the completion date specified in **The Request for Proposal** or by any later completion date fixed under Clause 17.3 hereof, then the Contractor shall pay to the Employer liquidated damages at the rate specified in the **Request for Proposal** for every week or part of a week during which the Works remain incomplete and the Employer may deduct such sum from, any monies due or to become due to the Contractor under this Contract.

## 19. RETENTION PAYMENT

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19.1. The Contract amount payable shall be less retention payment (where applicable). The retention amount will be released by the Employer at the time agreed upon in **The Request for Proposal**, provided that the Contractor has fulfilled his obligations in accordance with the Contract.

19.2. The amount and condition for retention payment shall be stated in **The Request for Proposal**.

## 20. FORCE MAJEURE

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- 20.1. Notwithstanding the provision of Clauses 15 and 17 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 20.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 20.3. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 21. APPLICABLE LAW

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- 21.1. The Contract shall be governed by and construed according to the laws for the time being in force in Jamaica.

## 22. STATUTORY OBLIGATIONS

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The Contractor shall comply with and give all notices required by any statute, statutory instrument, rule or order applicable to the Works, or any regulation of any statutory undertaking, or of any Public Utility Company having jurisdiction with regard to the Works or with whose systems the same are or will be connected, (hereinafter called "statutory requirements") and shall pay all fees and charges in respect of the Works legally recoverable from him. If the Contractor finds any divergence between the statutory requirements and the contract documents or between the

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statutory requirements and any instruction of the Employer, a written notice must be issued specifying the divergence. Subject to this latter obligation, the Contractor shall not be liable to the Employer under this Contract if the Works do not comply with the statutory requirements where and to the extent that such non-compliance of the Works results from the Contractor having carried out work in accordance with the Contract Documents or any instruction of the Employer.

## 23. ADVERTISEMENT

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No advertisements or placards (other than a proper name board approved by the Employer) shall be affixed by the Contractor to the Works or to any temporary works in connection.

## 24. RESOLUTION OF DISPUTES

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24.1. The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24.2. If after 30 days from the commencement of such informal negotiations, the Employer and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified as follows:

24.3. The dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules. The ruling shall take place in Kingston, Jamaica W. I,

## 25. NOTICES AND FEES

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The Contractor shall serve and comply with all notices required by all acts, Bylaws and Regulations and pay all fees connected therewith, which are necessary for the carrying out of the Contract.

## **SAFETY POLICY**

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Health and safety are of prime concern to Caribbean Cement Company Limited (CCCL) and are accorded high priority to minimize risks, health hazards and damage to property and the environment in the interest of all stakeholders.

The Company is committed to improving and safeguarding health and safety, hence management will demonstrate leadership by ensuring that resources are provided to facilitate effective health surveillance, environmental monitoring and health care services. Our commitment extends to continuous sensitization to all stakeholders for the prevention of injury and ill health.

The Company is committed to continuous improvement in the performance of safety and health while abiding by all applicable legal requirements as it relates to occupational health and safety of all involved stakeholders.

## 26. WORK PLANNING AND CONTRACTS/WORK ADMINISTRATION

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Prior to bidding on any contract, all contractors are invited to our offices to be briefed on the job to be executed.

The items that are outlined in this meeting are:

- 1.) Introduction to CCCL's relevant Project Manager.
- 2.) Description of the Job.
- 3.) Location of the Job.
- 4.) Materials and tools to be provided by CCCL.
- 5.) Materials and tools to be provided by Contractor.
- 6.) Safety equipment to be provided by CCCL.
- 7.) Safety equipment to be provided by Contractor.
- 8.) Safety & Security orientation and training requirements.
- 9.) Working hours. This is to include a daily/shift 'toolbox' talk to include suspected hazards and safe methods of completing all tasks.
- 10.) Level of Supervision required by CCCL for this Job.
- 11.) Time for completion of the Job and verification of completion.
- 12.) Certification of quality of Work.
- 13.) JHA requirements- This is to be developed in collaboration with CCCL.
- 14.) Safety or Security Violations/Penalties

After a contractor is selected, but prior to signing the contract or issuing of the purchase order, the contractor must name the project leaders, *safety representative* and foremen who will be on site. They will be responsible for the work with which they are charged. CCCL must also be informed of the offsite manager for the project.

The role of other CCCL Managers and workers is addressed in the section on Safety Orientation.

## 27. SAFETY AND SECURITY ORIENTATION

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Every contracted employee MUST attend a general orientation prior to commencing work at CCCL.

The topics covered in this orientation are:

- Introduction to Persons Role in an Accident
- Safety Administration at CCCL
- Personal Responsibility for Safety
- Personnel Protective Equipment Rules
- Dress Code, Liquor Narcotics Rules
- Hazardous Conditions
- Mobile Equipment
- House Keeping
- Work and other Permits
- Restricted Area
- Emergency Procedure
- CCCL EMS/ CCCL OHSAS
- Accident Reporting
- Safety Violations
- Security Rules
- Sanctions/Penalties

Depending on the nature and duration of the job, some aspects of the orientation might be deleted as well as others might be added (Reference Appendix I)

If a contracted employee has not worked at a CCCL's Installation for any period exceeding three (3) months after receiving our Safety orientation, *he must **again** attend the orientation prior to commencing work.*

The Project Manager will make arrangement for orientation of contracted employees.

## 28. EQUIPMENT CERTIFICATION AND REGULATION

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All tools to be used for the execution of work on CCCL's facilities must be certified by either of the following

- The Ministry of Labour Certified Inspector (where applicable),
- CCCL Representative - Safety Officer, Project Manager or Maintenance Manager or their designates

An up to date copy of certification is to be held at CCCL for their records. Once provided, it can be used for future work on the premises as long as it is still applicable.

### 28.1. Factory Inspector Certification

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Sections 40, 43 and 49 of the Factories Act require that the following equipment be certified before use in Jamaica:-

- Cranes
- Fork lifts
- Compressor
- Air Receiver
- **Scaffolding**

### 28.2. CCCL's Inspection and Certification

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All tools listed in Section 28.1 as well as welding plant, *Lifting equipment*, cutting torch set, electronic/electrical analyzers or measuring devices as well as all tools (Electrical or Mechanical) must be inspected and approved by CCCL. An up to date copy of the relevant certificate is to be held at CCCL for record purposes. Once provided, it can be used for future work on the premises as long as it is still applicable.

All motor vehicles to be used at our facilities by the contractor must also be approved by CCCL. A copy of the Checklists is available from the Safety Department for these inspections.

### 28.3. Statutory Compliance

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All tools and equipment to be used to execute work on CCCL's facilities MUST meet all local statutory requirements (Section 28.1). All vehicle operators must see to it that their vehicle is insured, licensed and certified, and meet all the road traffic codes which apply to Jamaica.

## **SECURITY, SAFETY and ENVIRONMENT REGULATIONS**

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Each Contractor shall familiarize himself with all the Security stipulations and requirements of CCCL, as set out below, with which his full compliance is required.

It is the duty of the Contractor to ensure that each of his employees are made conversant with and adhere to these requirements.

### **29. Access Requirements**

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- 29.1. Access to the premises of CCCL for Contractors, their employees, vehicles, equipment, tools or plant shall be subject to the fulfilling of all the access requirements of CCCL.
- 29.2. To be properly admitted to the premises of CCCL each worker must have proper, access authorization. Any person found on the premises without proper authority will be escorted off and a sanction applied to the individual found to be in breach of this.
- 29.3. Each Contractor is required to submit a **CONTRACTOR'S EMPLOYEE POOL** from which persons will be drawn to do the Contract works (**S/D Form, CA1**). A **CCCL CONTRACTOR EMPLOYEES REGISTRATION FORM (S/D Form, CA2)**, a Police Report and one other character reference must be submitted to the Security Department for each new employee listed. For long-standing Contracts, a re-Certified Pool List must be submitted every three months to coincide with the quarterly Health, Safety, Environmental and Security (HSES) briefing for all Contractor employees.
- 29.4. From time to time, CCCL shall give general, written notification of individuals who are banned from entering its premises and, accordingly, will not accept the inclusion of any such individuals in the Contractor's Pool of Employees.
- 29.5. To bring employees on to the premises of CCCL to execute the Contract works the Contractor must submit the prescribed Contractor's Daily Works List to the Security



Department without which the admission of his employees will not take place (The prescribed form for this is S/D Form, CA3.)

- 29.6. Individuals banned from entering the premises of CCCL and minors below the age of 18 years must not be included in the Works List.
- 29.7. To bring vehicles/heavy equipment on to the premises of CCCL in connection with the Contract works the Contractor must submit the prescribed Form (Application For Vehicle Access) to the Security Department on the arrival of the vehicle/heavy equipment (The prescribed form for this is S/D Form, CA4.)
- 29.8. **Entry and exit** to the premises of CCCL for all Contractors, Contractor employees and Contractor vehicles must be via the Main Gate **only**. For large vehicles and heavy equipment which cannot enter via the Main Gate, special permission must be sought by the Contractor to use an alternative entry point.
- 29.9. Any person found entering the Plant by any **un-authorized entry** point will be escorted off the compound and will be banned from entering the Plant in the future.
- 29.10. ALL PERSONS AND VEHICLES, GRANTED ACCESS TO THE PREMISES OF CCCL, ARE **SUBJECT TO SEARCH ON ENTRY/EXIT**. (Searches will extend to any containers, bags or parcels in carriage by individuals and to the compartments of vehicles.).
- 29.11. **Persons who object to being searched will not be admitted to the premises of CCCL.**
- 29.12. **Personal items** being brought on the premises must be declared to the Security personnel on entry so that the items be checked and inventoried on the prescribed carbonized pro-forma, a copy of which is given to the individual.

### 30. General Security Requirements and Prohibitions

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The Contractor shall ensure that himself and all his employees are conversant with the following stipulations and shall abide by them:

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- a) At all times when on the premises the CCCL Contractor's Pass must be worn, prominently displayed above the waist, with the photograph facing forward.
- b) Safety gear must be worn at all times when on the premises.
- c) All Safety, Security
- d) Environmental and Speed Limit signs must be obeyed.
- e) Contractors and Contractor employees are not allowed to wear CCCL work uniforms or garments bearing the name or logo of CCCL.
- f) The wearing of any piece of military fatigues or anything resembling the uniforms of the Security Forces is strictly forbidden on the premises.
- g) Firearms or other forms of offensive weapons are not allowed on the premises.
- h) The consumption of alcohol is not allowed on the Plant nor should employees report for work under the influence of alcohol.
- i) The use or possession of prohibited drugs (ganja, cocaine, etc.) is strictly prohibited on the premises and employees shall be subject to random alcohol and drug testing as CCCL shall determine.
- j) The use of threatening language is not allowed on the premises.
- k) The use of indecent and abusive language is not allowed on the premises.
- l) Harassment in all its forms is strictly prohibited – sexual harassment, begging of money, begging of lunch tickets and other favours.
- m) Fighting, horse-play or other forms of boisterous behaviour is not allowed on the premises.
- n) The unauthorized removal (stealing) of Company property or the stealing of property of other employees is strictly forbidden.
- o) Driving above the posted Speed Limits is prohibited.
- p) Contractors and Contractor employees are not allowed to receive visitors on the premises of CCCL.
- q) The payment of Contractor employees on the premises of CCCL is strictly prohibited and the Contractor shall make good and proper arrangements for the timely disbursement of salary to his employees off the premises.

**In addition to the above, the Contractor shall:**

- r) Ensure that his employees and himself co-operate with the Security personnel engaged by CCCL on its premises.
- s) Exercise control over his employees and shall be held accountable for any act or omission on their part.
- t) Accept the responsibility to immediately withdraw the CCCL Contractor's Pass from any of his employees who is laid-off, fired or has resigned and promptly return same to the Security Department.
- u) Notify the Security Department in writing of the name of each employee who is laid-off or fired in order that appropriate steps can be taken to deny the individuals further access to the premises (The prescribed form for this is S/D Form, CA5.)
- v) Take every precaution to prevent damage to any property of CCCL by his employees and accepts that the cost of repairs for any such damage shall be at his expense.
- w) Investigate all credible reports linking any of his employees to a breach of any HSE or Security rule of CCCL and take action accordingly.

### 31. Confinement to Work Site/Work Area

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- 31.1. The Contractor shall at all times confine his employees to the specified work site/work area, the designated walkways to and from the work site and any additional areas which shall be specified in the Scope of Works.
- 31.2. Loitering in areas which are not the designated work area and wandering about the Plant into areas that are not the designated work areas is not allowed.
- 31.3. Persons found in breach of the above shall be escorted off the premises forthwith and the Contractor notified regarding the sanctions to be applied.

### 32. Security of Vehicles, Tools and Equipment

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- 32.1. The Contractor shall take full responsibility for the security of all his vehicles, tools, equipment and material brought on to the premises of CCCL and shall take all reasonable steps to secure and safeguard them at all times. CCCL shall not be held responsible for the loss or theft of equipment or material suffered by the Contractor or his employees.
- 32.2. Within two (2) days of the completion of the Contract works or job, the Contractor shall remove all his tools, equipment, materials and vehicles from the premises of CCCL unless otherwise authorized by the relevant CCCL Manager/Projects Officer.
- 32.3. All the normal traffic rules of Jamaica apply at CCCL Limited except for speed limits. The speed limit is 16 Km/h. No one is allowed to drive any vehicle into a restricted area without a work permit.
- 32.4. Drivers designated by the Contractor will be required to present a driver's license. All vehicles used by the contractor **MUST** meet the national requirement (license, insurance, and fitness insurance and fitness certificate must be up to date).

### 33. REPORTING AND INVESTIGATING INCIDENTS & ACCIDENTS

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- 33.1. An incident is any unplanned event that *has the potential* to or results in personnel injury, damage to property, equipment or the environment.
- 33.2. All incidents and accidents MUST be reported promptly. A written report *will* be required from the contractor. CCCL reserves the right to conduct its own investigation into every incident and will require a formal investigation into any accident.
- 33.3. Reporting and investigating incident is a part of our accident prevention strategy. Failure to report an accident or an incident is a serious breach and could result in disciplinary action up to and including termination of the contract.

### 34. HAZARDOUS MATERIAL

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- 34.1. **At no time** must any hazardous material be brought to any of the CCCL's facilities without the expressed or written consent from the management.
- 34.2. If hazardous materials are to be used, they must be stored, used and transported in the safe manner agreed to by both the company and the contractor. The contractor must designate the authorized user of the materials. Depending on the type of hazardous material to be used on any of CCCL's facilities, the Material Safety Data Sheet (MSDS) of the material/chemical must be provided.
- 34.3. Hazardous material includes chemicals, compressed gases, radioactive materials, fibrous substances etc.
- 34.4. Please note that there are various hazards that are on the plant. These will be explained to as it relates to the nature and area of your work and all possible hazards that you might come in contact with.

## 35. DRESS CODE

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Dress code guidelines are intended to cover work attire for all employees, but exclude personal protective equipment

### 35.1. General

Contractors are NOT permitted to wear CCCL Company issued uniforms or coveralls, and contractors are also not allowed to wear clothing mimicking security forces or plant security. All contracted employees are obliged to start each work day attired in clean and well-kept clothes.

### 35.2. All persons entering through the gate and while on plant should be attired as follows:

- a) Men should wear long pants and shirts should be tucked in.
- b) Ladies should be modestly attired.
- c) Closed toe shoe is to be worn in all areas, with safety shoe worn in appropriate areas
- d) Jewelry, i.e. chains, rings, earrings, wristwatches, bracelets, anklets etc. may be worn inside the administration building. These items are not allowed outside the Administration building.
- e) The following items are not suitable or permissible.
- f) Tube and Tank Tops, halter tops, bare midriff/back tops, low cut blouses, merinos, items containing obscene, profane, discriminatory or inflammatory words, items containing alcoholic beverages, drugs, drug paraphernalia or tobacco products, see through garments, sweatshirts
- g) Miniskirts, Shorts or short pants, low cut pants, leggings, sweatpants, army fatigue
- h) Sandals, slipper or any form of open toe / heel shoe are not allowed on any area of the plant, sneakers
- i) If the employee works outside the Administrative Building, minimum standard one ton rated steel toe Safety Shoes must be worn.

## 36. PERSONAL PROTECTIVE EQUIPMENT

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36.1. **The Contractor must provide all Personal Protective Equipment (PPE) for his employees;** i.e. safety shoes, glasses, helmet and gloves, disposable respirator (dust *mask*), aprons, splash goggles, face shield, etc.

36.2. CCCL will only supply safety equipment as outlined during the pre-contract award meeting. **CCCL IS NOT RESPONSIBLE TO PROVIDE CONTRACTED EMPLOYEES WITH ANY ITEM OF PPE unless previously agreed.** This equipment must be returned at the end of

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the project; if not, their cost will be deducted from the contractor's fees. At the time of the award of the contract, arrangement will be made for the proper handling of hazardous materials *including* the appropriate type of chemical resistant gloves, boots aprons and suits.

- 36.3. At all times during the life of the contract, contractors are expected to use the prescribed PPE. **If the contracted employee is without equipment, CCCL reserves the right to issue this equipment and deduct the cost from the contractor's fee.**

### 37. FIRE PREVENTION AND SAFETY

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Fire prevention should be the first priority for all involved in any work at Caribbean Cement or any of its subsidiaries. All precautions and eventualities should be taken into account from the planning stage of any contract and all reasonable and necessary precautions must be taken to prevent harm to life or property. Remember firefighting is secondary to life saving, hence protection of life should always be the first priority.

The following activities are prohibited:

- 37.1. Smoking in unauthorized areas (all of which are clearly marked).
- 37.2. The use of cellular telephones and pagers during work or while driving on the plant. This is especially important during work with flammable gasses.
- 37.3. Conditions for doing hot work will be discussed under that section of this manual

### 38. Use of Fire Equipment

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- 38.1. For any project that might present a fire risk, contingency plans will be made by CCCL, and discussed and agreed upon with the Contractor before the project begins.

- 38.2. CCCL recommends that the contractor has his own fire extinguishers; however failing such CCCL will supply firefighting equipment for the project, and will brief the contractor on fire prevention, basic firefighting and Incident Command Procedures.
- 38.3. **At no time must the Contractor remove without permission fire-fighting equipment not assigned to him. i.e. extinguishers, hoses, nozzles or monitors.**
- 38.4. At the end of a project the Contractor must return all firefighting equipment. If not returned, cost for this firefighting equipment will be deducted from his emoluments.
- 38.5. IN CASE OF AN EMERGENCY THE PROCEDURES LAID OUT IN THE HSE ORIENTATION AS IT RELATES TO EMERGENCY PROCEDURE WILL BE FOLLOWED.

## 39. WORK PERMIT REGULATIONS

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CCCL has a work authorization system, which requires that written authorization signed by the Project Manager/engineer/supervisor must be obtained on a daily basis before any work commences. **All jobs deemed hazardous must receive HSE Department clearance before commencement.** This written authorization is called a Work Permit. Work Permits are provided in a number of categories:

### 39.1. Safety Clearance/Work Permit

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This Work Permit is for working on ALL equipment and machinery on plant. This must be completed before the commencement of any work and it must also be correctly filled out and a copy left on the work site. This document will state the step in the company's lock out tag out procedure as well as all parties (production, electrical, mechanical) who have locked out the piece of equipment.

### 39.2. Hot Work

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This Work Permit is for a process that generates heat i.e., welding, cutting, drilling etc.

### 39.3. Excavation

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This Work Permit is for a process excavation of the ground.

### 39.4. Confined Space Entry

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This Work Permit is required for entry into any enclosed vessel, or area that one cannot freely enter or leave or does not have free ventilation.

### 39.5. Working on heights

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Please note that for work on heights, scaffolds and ladders made of suitable material and which conforms to the appropriate standards must be employed when work is to be done on elevated heights. Safety harness must be worn when work is being done at elevations greater than 4 feet. All elevated work must be done in conformance with CCCL regulations.

**Drums and barrels shall not be used to conduct work at elevated heights.**

Further details of the Work Permit system will be outlined at the time of orientation.

### 39.6. Use of Utilities, Engine-driven equipment, and Vehicles

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39.6.1. A Work Permit is required for the use of CCCL's utilities or any engine driven equipment and vehicles.

39.6.2. Use of CCCL's utilities is not allowed unless it is included in a work permit or specific permission is given by the Project Manager *or* Production Shift Supervisor. Some specifics are:

39.6.3. The Contractor is prohibited from connecting any device to CCCL's electricity supply at any outlet, junction box, switchgear, breaker panel or exposed power lines.

39.6.4. The Contractor is prohibited from connecting or disconnecting any air hoses on any instrument or utility air supply.

39.6.5. The Contractor is prohibited from using any water supply for work purposes without permission.

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39.6.6. The Contractor is prohibited from operating any vehicle, from lifting any piece of equipment or engine-driven equipment until the required permit is issued.

39.6.7. Only specially authorized persons are allowed to operate CCCL's vehicles. The contractor is prohibited from operating CCCL's vehicles.

39.6.8. The Contractor should not attempt to operate or adjust any part of the processing plant (i.e. operation of valves and switches) unless the work permit stipulates it.

## 40. EMERGENCY PROCEDURES

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Any of the following; natural disaster, fires, oil spills, explosions, medical, or civil disobedience can precipitate an emergency at CCCL.

For plant wide emergencies the alarm signals are as follows:

### 40.1. ALARM SIGNALS

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The following are siren signals that will be used in case of an emergency situation on the CCCL Rockfort Plant:

|  |                           |
|--|---------------------------|
| <b>EMERGENCY ON PLANT<br/>MOVE TO ASSEMBLY POINT</b> | <b>One (1) long blast</b> |
|--|---------------------------|

|                       |                           |
|-----------------------|---------------------------|
| <b>BACK TO NORMAL</b> | <b>One (1) long blast</b> |
|-----------------------|---------------------------|

*\*\*All emergency personnel are to be obeyed. Everyone should be accounted for at all times once at work. If you have to leave the work area, ensure that the Supervisor or a fellow coworker is aware. This will ensure that you are accounted for during an emergency.*

*\*\*\*If there is a death on plant or of an employee the siren will sound 3 times.*

*\* NB: THE SIREN IS TESTED AT 10 AM EVERY THURSDAY*

## Medical Emergency

The Contractor is expected to make his own arrangements for treating illness or injury to his employees. The Company will take steps necessary for the welfare of the injured employee in case of emergency. Please note that the company has nurse facilities and ambulance if the need arises. After any such incident the injured person will be required to see the CCCL company doctor at the soonest possible time. All cost incurred by the Company in this regard Will be charged to the Contractor's account.

### 40.2. Plant Emergencies

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Please note that all plant emergencies will be handled as outlined in CCCL's "Quick Reference Emergency Response Plan". This summaries all means to address emergency situations including hurricanes, fires, explosions, landslides, and oil spills. Copies of this document should be readily accessible by the CCCL liaison for the project.

## 41. CONTRACTOR'S COMPETENCE, SUPERVISION and WELFARE

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### 41.1. Competence

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All contractors, subcontractors and their employees must be able to prove competencies for any job they have been awarded. This may be requested before commencement of the job (as in the case of equipment operators) or during the job. This must be available within (48 hours of request).

### 41.2. Supervision

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41.2.1. All contractors must identify and ensure that all jobs have adequate supervision to safeguard CCCL and the contractor's personnel and property safety, security and protection of the environment. It is the responsibility of the supervisor to ensure that all within his command is adequately briefed on safety and security measures for the job and are appropriately attired in all necessary PPE.

41.2.2. It is also the responsibility of the supervisor to ensure all contractor employees reassigned to other task are competent to do the new task and are properly briefed on the safe measures to complete said task.

41.2.3. The Supervisor should keep track of the time worked in his reports and this information is to be sent to CCCL HSE Department on a weekly basis.

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### 41.3. Bathroom Facilities

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CCCL's has changing rooms with sanitary facilities and a limited number of lockers for contract workers. CCCL is not responsible for the securing of the personal effects of contractors. Contractors are prohibited from using staff bathrooms.

### 41.4. Lunchroom

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The canteen is open from 6:00 a.m. to 4:00 p.m. Mondays to Sundays normally. It is opened to all workers at CCCL.

The tea rooms in the Administrative Building, HR, Control Room, Technical Office, Garage, and Lab sections are off limits to all contractors.

## 42. SANCTIONS

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This section outlines the possible safety and security violations that may occur and are by no means exhaustive. Breach of any such rules will result in penalties levied on Contractors and Contractor employees for violation of Safety and Security regulations. The severity of the penalty shall be based on:

- The Contractor/Contractor employee's history of previous violations
- The gravity of the violation
- The demonstrated good faith of the Contractor/Contractor Employee charged, in attempting to achieve rapid compliance after notification of a violation.
- The effect, as a result of the violation, on safety and security of CCCL's operation.

## 43. LISTING OF POSSIBLE SAFETY & SECURITY VIOLATIONS

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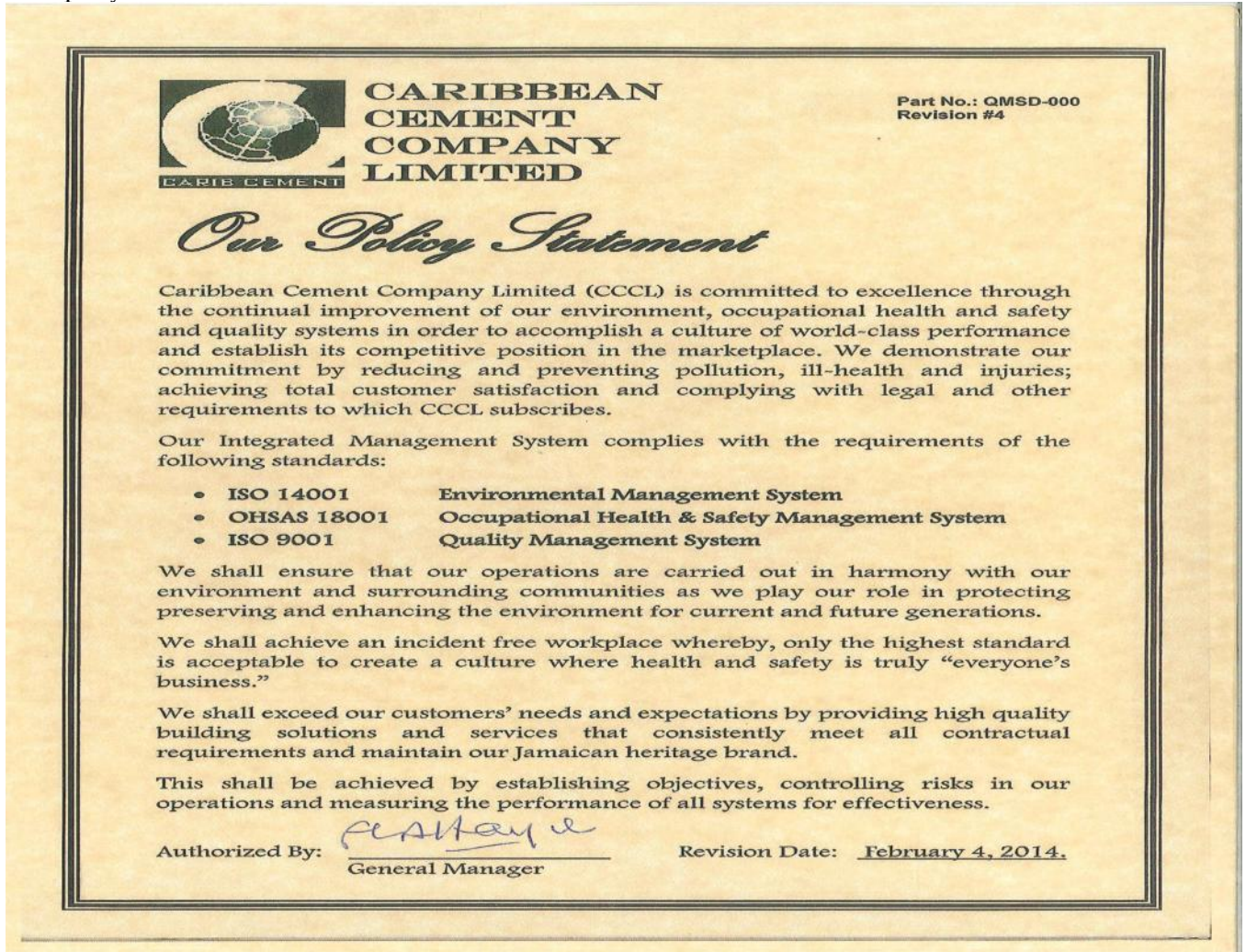
- Violating a safety rule or safety practice
- Use of cellular phones while driving or doing hazardous task -heights, welding, operating machinery.
- Tampering with firefighting equipment
- Failure to wear Personal Protective Equipment (PPE)
- Reporting for work under the influence of alcohol or drugs
- Drinking liquor on the job
- Causing damage to Company property:

- Intentionally
- Negligence — minor, gross, causing catastrophic damage to Company property, equipment and/or environment
- Failure to report damage to Company property
- Using abusive language to a member of Supervision
- The use of abusive language by Supervisor to a member of his/her crew or by an employee to another in such a manner as to cause offence is a breach of the Company's Code of Conduct.
- Provoking or instigating a fight, or fighting during working hours or on the Company premises
- Wasting time, loitering or leaving place of work during working hours without permission
- Using Company equipment or products without permission
- Sleeping on the job during working hours
- Rioting or inciting employees to disorder
- Immoral conduct
- Intentional slowing down of work
- Traffic Violation – Speeding, Dangerous driving, Obstruction of gate/hydrant, Leaving Trucks unattended
- Insubordination: Behavior that fails to recognize the authority of the Supervisor
- Gambling on Company Property
- Horseplay or other similar conduct likely to cause injury to persons or property
- Falsification of documents
- Possession of narcotics including cocaine, ganja etc. on Company property
- Failure to carry out any reasonable instruction
- Sexual harassment
- Vending, soliciting or collecting contributions for any purpose whatsoever, at any time, on the Company premises unless duly authorized
- Distributing written or printed matter of any description on Company premises without approval by Management
- Contributing to insanitary conditions or poor housekeeping
- Use or possession of another employee's tools without the employee's consent
- Misusing, destroying or damaging company property or property of any employee.
- Smoking in restricted area
- Engaging in sabotage or espionage
- Posting, altering or removing notices from bulletining boards or company property without special authorization
- Brandishing/Exposing or unlawful use of firearms
- Threatening, intimidating, coercing, or interfering with fellow employees on the premises

## 44. ENVIRONMENTAL GUIDELINES AND REQUIREMENTS

### 44.1. CCCL's Integrated Policy Statement

The following is *the Integrated Management System (IMS) policy statement* for Caribbean Cement Company Limited.



The most recent version of this document is available upon request.

### 44.2. General Environmental Requirements

In general, contractors, suppliers and other external persons performing tasks for or on behalf of CCCL that have the potential to cause a significant environmental impact *and/or occupational health and safety risks* as identified by Caribbean Cement Company are required to comply with the requirements of the CCCL IMS Policy and other policies relating to occupational health, safety

and environment. Contractors and suppliers are also required to manage and control all their operations (including the selection and use of relevant products) so as to minimize and/or eliminate adverse environmental impacts and occupational health and safety risks that may arise from carrying out their work on behalf of CCCL.

#### 44.3. Specific Environmental Requirements

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Before commencement of any contract, project or task, the contractor shall be aware of and demonstrate to CCCL personnel an understanding of the following requirements:

- a) The TCL Group and CCCL *Integrated Policy*,
- b) main relevant health, safety and environmental requirements of CCCL including those of external origin to which CCCL subscribes;
- c) the significant environmental impacts that may or will arise from the tasks or projects which the contractor has been contracted to perform, including products and resources to be used in carrying out the tasks or projects, and the associated measures to reduce/eliminate/control or manage these environmental impacts;
- d) the main health and safety risks that can impact on the contractor personnel themselves as well as on other workers, by the tasks or projects, and by the products and resources to be used in carrying out the tasks or projects, and the associated measures to reduce/eliminate/ control or manage these health and safety risks for all persons;
- e) the waste materials (nature, types, quantities, etc.) that may or will be generated by the carrying out of their required tasks or projects;
- f) other HSE requirements as may be prescribed by CCCL.

Contractors are also required to:

- a) attend and actively participate in the company's training sessions for contractors and related persons;
- b) comply with all health, safety and environmental requirements (HSE) of the company and the CCCL Group that are relevant to the operations of the contractor and the products or services to be used by the contractors; these HSE requirements may relate to the following, as applicable:
  - materials storage, handling and disposal, including hazardous materials;
  - waste management and disposal practices;
  - housekeeping practices and standards of plant cleanliness;
  - emergency preparedness and response procedures;
  - fire-fighting rules;
  - accident and incident reporting; and assisting with investigations as required;
  - reporting of environmental nonconformities and assisting with investigations as required;
  - noise and vibration;
  - scaffolding and ladders, means of access;
  - use of tools with specific application, e.g. cartridge-powered fixing tools;
  - power tools;
  - welding equipment;
  - lifting equipment;
  - use of electricity;
  - machinery, equipment and vehicles brought on-site;
  - competency of operators of equipment (including vehicles);

- condition and use of vehicles to be used or stored on-site;
  - use of lasers, ionizing radiation;
  - permit-to-work systems to be in force;
  - basic site arrangements e.g. security checks, reporting for duty requirements;
  - site boundaries and restricted areas.
- c) provide to the HSE Officer, information on the nature, types and quantities (estimated) of wastes to be generated (solid, liquid, gaseous; hazardous, toxic etc.) as a result of the carrying out of the tasks or project and the use of products and consumption of resources;
  - d) provide to the HSE Officer, information on risk assessments relevant to the operations to be conducted and to products and services to be used by the contractor, and the specific HSE risks or impacts of the tasks or project to be carried out by the contractor, and of products and services to be used;
  - e) provide to the Materials Manager or HSE Officer, up-to-date Material Safety Data Sheets (MSDS) for any chemicals to be used by the contractor for approval, before such chemicals are brought onto the plant and used;
  - f) wear appropriate personal protective equipment (PPE) which complies with a National or recognized Standard while working on the plant or walking in plant areas for which PPE wear is mandatory. (NOTE: Safety footwear and safety helmets are mandatory while working on the plant.);
  - g) safeguard any devices or other equipment provided by CCCL for protection of health, safety and environmental purposes;
  - h) report in a timely manner any actual or potential environmental and/or health and safety hazards to the company supervisor for the job;
  - i) report promptly to the HSE Officer or other designated CCCL person, all other required environmental and/or health and safety information, such as: environmental incidents, spills, lost-time accidents and dangerous occurrences etc.;
  - j) ensure that only competent persons, with adequate and relevant education, training and experience are engaged to conduct any work for or on behalf of CCCL, and that applicable certificates or evidence of such competency are available for inspection and/or for retention of copies by CCCL;
  - k) ensure that the tools, equipment, vehicles, machinery and the like used for the job (task) are the correct and applicable ones, and are in proper working condition (i.e. not defective), have been inspected according to any statutory requirements and certified as acceptable, and the applicable certificates or evidence are available for inspection and/or for retention of copies by CCCL;
  - l) leave the work site clean and tidy at the end of the workday, or for longer-term jobs/contracts, on completion of the job/contract/project, removing all waste, materials, tools and equipment; unless specific approval has been given by CCCL for alternative arrangements; (n) comply with other HSE requirements as may be prescribed by CCCL.

In addition, for specific jobs or projects usually medium to large-scale projects with the potential to impact negatively on the environment or to present significant risk to health and safety, the company may require the contractor to provide the following and comply with the requirements stated therein:

- a) documented Occupational Health and Safety and Environment Policy Statement(s);
- b) documented statement of the potential adverse impacts on the environment due to the tasks/project to be performed and/or assessment of the environmental impacts (potential and actual) of the contractor's operations while performing work for or on behalf of CCCL;

- c) documented plans and measures for the avoidance/ mitigation/ minimization/ control or management of the identified potential adverse environmental impacts i.e. documented Environmental Management Plans;
- d) risk assessments of relevant tasks and the documented Job Safety Analyses or Job Hazard Analyses, inclusive of the plans and measures for the avoidance, minimization, control, or management of the identified health and safety risks, i.e. Health and Safety Plans; and
- e) documented Method Statements for specific jobs; NOTE: In the event that there is a need for deviation from the documented Health, Safety and Environmental Plans and the Method Statements (as required in (c), (d) and (e) above, the contractor shall not proceed with further work related to the particular deviation, until agreement has been reached and recorded in writing between the contractor and CCCL on the revised plan, procedure, or method of work to be followed in the new circumstances.
- f) comply with other HSE requirements as may be prescribed by CCCL.

Suppliers of products to CCCL shall provide to the Materials Manager or HSE Officer as is relevant, no later than on delivery of the product, the following information as applicable:

- a) Up-to-date Material Safety Data Sheets for chemicals and hazardous materials supplied; NOTE: The supplier should provide the MSDS Sheet(s) to the Materials Manager, on submission of the quotation for the relevant product or material.
- b) information on the health or safety risks that may arise, through storage, handling, transport or use of the product supplied;
- c) information on the nature of the waste materials or residues generated through use of the product supplied, and proper waste handling and disposal methods;
- d) sound pressure levels emanated by the equipment (in operation) at specified distances from the equipment;
- e) levels of emissions and /or radiation emanated by the equipment, measured and reported in accordance with international or other authoritative standards;
- f) full and complete information on the safe use of the product or safe operation of the equipment supplied, including special precautions to be followed;
- g) full maintenance instructions for equipment supplied;
- h) other information as may be prescribed by CCCL.

Where the contractor is not directly hired by CCCL i.e. the main contractor, hires another contractor (a subcontractor) to carry out work for which he/she has been hired by CCCL to perform, it is the responsibility of the main contractor to:

- a) check and ensure that any subcontractors utilized by the main contractor are competent to conduct the operations required in a safe and environmentally responsible manner in accordance with CCCL's and TCL Group's requirements;
- b) inform the subcontractors of the CCCL and TCL Group Health, Safety and Environmental requirements for contractors and suppliers;
- c) check and ensure that any subcontractors utilized by the main contractor comply with the requirements of this document and all relevant legal requirements as applicable;
- d) monitor the subcontractor's compliance with the CCCL and TCL Group Health, Safety and Environmental requirements for contractors and suppliers, and in cases of noncompliance, require corrective action to be taken, or termination of services of the subcontractor;



- e) overall, ensure that all subcontractors conduct their tasks in such a manner so as not to breach any health, safety or environmental requirements of CCCL.

The company reserves the right to terminate the services of any contractor who is in breach of these requirements, or to require the contractor to take immediate corrective and preventive actions relating to any adverse environmental impacts (potential or actual) or to any risk to worker health and safety, which may arise due to the operations of the contractor while performing work for or on behalf of CCCL. Breaches of the company's health, safety and environmental requirements may result in the disqualification of the particular contractor or supplier for the supply of products or services to CCCL in the future.

**CONTRACTORS ACCEPTANCE OF CARIBBEAN CEMENT COMPANY LIMITED GENERAL  
CONDITIONS OF CONTRACT**

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We hereby acknowledge that the contents of the preceding document titled the General Terms and Conditions of Contract (revised February 21, 2014) have been carefully read and understood and in executing our contract we agree to be bound by these terms and conditions of contract which contains the guidelines for contracts/agreements with Caribbean Cement Company Limited.

THE COMMON SEAL of \_\_\_\_\_ )

Company Limited was hereunto affixed in the \_\_\_\_\_ )

Presence of \_\_\_\_\_ )

a Director and \_\_\_\_\_ )

Director/Secretary in the presence of \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_  
Date