

**WORK ORDER**

Doc No. PIMF - 11

<b>Vendor code : A0019</b> <b>AASHIRWAD CONTRACT</b> AT.PALASA PO.RATANPURA TA.KALOL DIST.- PANCHAMAHAL 389330 <b>GST Regn. No. :</b> 24AFOPR6810E2ZD <b>PAN :</b> AFOPR6810E	<b>Please Reply to Factory Address</b>	WO NO: MM/ 139 - E90024 / 00 WO Date: 29 APR 2023 (Please Quote In All Correspondence) Your Ref : Against Approval and all relevant correspondence Page No. : 1 of 7
<b>GST Regn No : 24AAACG4464B3Z2</b>		

Please execute work and/or services specified below subject to all terms and conditions attached to this work order.

SCOPE OF WORK Rate & Value In RUPEES**WO/Equipment Desc : FTC TESTING MANPOWER APR-23 TO SEP-23**

Activity Code	Description	Units	HSN	Item Code	Quantity	Unit Rate	Discount	Value
100501020	CONVEYANCE ALLOWANCE FOR NIGHT SHIFT	NOS	998519		200	30	0	6000.00
100501211	INCENTIVE FOR ATTENDANCE UP TO 20 DAYS.	NOS	998519		800	25	0	20000.00
100501213	CONTRACT LABOUR SUPPLY SEMISKILLED	NOS	998519		800	482	0	385600.00
100501214	PF CHARGES NORMAL DUTY FOR SEMISKILLED LABOUR	NOS	998519		800	58.76	0	47008.00
100501215	ESIC CHARGES NORMAL DUTY FOR SEMISKILLED LABOUR	NOS	998519		800	14.69	0	11752.00
100501237	OVERTIME FOR SEMISKILLED LABOUR	NOS	998519		180	922.08	0	165974.40
100501238	ESI ON OVERTIME SEMISKILLED LABOUR	NOS	998519		180	29.38	0	5288.40

<b>Net Order Value</b>	<b>641622.80</b>
CGST	57746.05
SGST	57746.05

**(RUPEES SEVEN LAKH FIFTY SEVEN THOUSAND ONE HUNDRED FIFTEEN ONLY)****Total Order Value(Rounded off) : 757115.00****Tax to be paid by service provider(Rounded off): 115492.00****Contract value for service provider(Rounded off): 757115.00****SPECIAL TERMS :**

- \* Manpower Supply as per Dept. Requirement & Instruction Time to Time.
- \* Rate Applicable as per Govt. Rules & Regulation.
- \* Leave & Bonus Shall be paid extra agaisnt actual Documentary Evidence.
- \* PF & ESI Reimbursement against actual evidence of Documents & approved by department.
- \* Please Ensure 100% Compliance to Safety Induction Procedure as per attached Annexure
- \* In case of any issue and unsolved problem, ABI reserves the right to terminate the contract with 30 days notice.

**TERMS & CONDITIONS :**

- 1 WORK MOBILISATION DATE : 01/04/2023
- 2 WORK COMPLETION DATE : 30/09/2023
- 3 PAYMENT TERMS : Against submission of Bill duly certified by competent authority
- 4 INSURANCE : By seller.
- 5 INVOICING : GRASIM INDUSTRIES LTD Unit : Aditya Birla Insulators
- 6 ACCOMMODATION : Not in ABI scope.
- 7 FOODING : Not in ABI scope.
- 8 TDS CERTIFICATE : We shall be issuing a consolidated single Certificate for TDS deducted during the financial year.
- 9 SERVICE RECIPIENT : Tax liability of service recipient shall be 0 %
- 10 SERVICE PROVIDER (VENDOR) : Tax liability of service provider shall be 100 %
- 11 CGST : Extra @ 9 %

**GRASIM INDUSTRIES LIMITED : Unit: Aditya Birla Insulators**Halol Works : P.O. Meghasar, Tal. Halol, Dist. Panchmahal, (Gujarat) Pin. 389350. Tel.: 91 2676 221002, Fax: 91 2676 223375  
Registered Office : Birlagram (P.O.), Nagda (M.P.) Pin:456331, India.

CIN : L17124MP1947PLC000410

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12 SGST

Extra @ 9 %

- Note:**
- 1 The total work order value incorporated herein is approximate only. Payment shall be released based on the unit rates for actual work done by the contractor.
  - 2 Contractor shall comply with all labour and Industrial Laws including Contractor Labour(Regulations & Abolition) Act,1970, Provident Fund, Family Pension Scheme, Minimum Wages Act, Workmen's Compensation Act, Deposit Linked Insurance and such other Acts and Statutes as may be applicable to him in respect of his employees, employed by him in connection with the work of the company. The Contractor shall get himself registered wherever statutorily required and comply with such requirements as specified in relevant Acts/Rules/Scheme. Vendor to ensure that deployed manpower is above 18 yrs of age.
  - 3 Safety gadgets to the contract labours are to be provided by the contractors.
  - 4 Materials to be issued by owner on chargeable/free issue basis will be collected by contractor from ABI Stores.
  - 5 YOU ARE REQUESTED TO COMMUNICATE YOUR EMAIL ID.
  - 6 Contractor shall ensure compliance of Quality, Environment and Safety requirements of the company as mentioned in Objectives, Policies and Standards mentioned in Procedures and Manuals.
  - 7 Please note that Aditya Birla Insulators shall release all payments through RTGS/ NEFT preferably. Please furnish your Bank and Account details including IFSC code of the branch necessary for online payment, along with Order Acknowledgement to ABI. Please ignore in case the details are already furnished to ABI. If there are any changes in the details submitted to ABI, please inform immediately.
  - 8 Before starting the execution of work awarded under this work order, the Contractor should contact the Departmental Head of Executing Department to ensure he has obtained prior clearance from HODs of Electrical, Civil and IT departments for execution of work under this order. The Contractor shall be solely responsible for any damage / loss arising from non compliance of this clause.
  - 9 Bill verification of any activity involving cable laying in township or in plant of any type shall be done by concerned Dept. as per DoA. Accounts Department shall release the payment only if the bill for such activity is certified by concerned authorities.

**GST Rate | HSN code been considered based on details available in ABI database. In case of any discrepancy, kindly get in touch with ABI-Purchase Deptt within seven days from the date of receipt of this mail with proper supporting documents. All invoices should be made in favor of Grasim Industries Limited (Unit: Aditya Birla Insulators).**

ENVIRONMENTAL & OCCUPATIONAL HEALTH & SAFETY POLICY: ABI being ISO 14001 & OHSAS 18001 certified organisation is committed to Prevention of Pollution in its activities and Safety in Operations & Health of personnel. Accordingly the contractors are required to follow this guidelines:

**A] DO'S**

1. Person deputed for the job should strictly observe the health safety/environment rules. They would confine their movement to the authorised place only. Smoking/spitting, throwing bits/polythene etc. are strictly prohibited.
2. Take care that the vehicle causing oil leakage or otherwise causing environment pollution is not permitted inside the factory gate.
3. For all Height jobs necessary Permit should be available with person working at site.
4. Use safety equipments/appliances wherever required.
5. Job area should be cleaned after completion of job.

**B] DON'TS**

1. Don't carry mobile phone, cigarette, tobacco, pan parag, gutka or any type of chewing item. Such items to be deposited with the security at the gate.
2. Don't pollute the environment in the factory premises or cause any breach to health and safety rules.
3. Don't throw cotton waste/grease soaked cloth here and there except respective bins.

**Purchaser - ABI; shall mean GRASIM INDUSTRIES LIMITED: Unit - Aditya Birla Insulators**

**Contractor/Supplier - Shall mean the person, firm or corporation on whom the order is placed.**

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**Contractor's Acceptance : Pls. send order acceptance within 5 days. Absence of communication within specified time shall be treated as acceptance of order at your end.**

Unless otherwise specified, the prices incorporated are inclusive of taxes /duties including sales tax on work contract.

The execution of work shall be governed by owner's general terms & condition / site working condition and/or statutory regulations as applicable.

Contractor's Acceptance For AASHIRWAD CONTRACT Date  <b>Authorised Signatory</b>	For GRASIM INDUSTRIES LIMITED Unit: Aditya Birla Insulators  <b>Authorised Signatory</b>
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**Recommended By : DINESH KUMAR KHAITAN on 29/04/2023 15:32:20**

**Sanctioned By : DINESH KUMAR KHAITAN on 29/04/2023 15:32:20**

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**Changes in Law:**

"Save as otherwise specifically provided in this Agreement, all current or future duties, levies or taxes (including any statutory variation therein), leviable on the services / supply / work undertaken as per this Agreement shall be to the account of the Company."

**Anti Profiteering:**

"The Supplier / Vendor hereby covenants to comply with the applicable provisions of law, including but not limited to section 171 of the Central Goods and Services Tax Act, 2017 or applicable section of IGST/UTGST/SGST law, and pass on to ABI all the benefits arising from any reduction in the rate of tax on any supply of goods or services or both or the benefits of input tax credit, exemptions, concessions, rebate, set off, by way of reduction in the prices of the services / supply / work undertaken by the Supplier / Vendor as per this Agreement."

**Input Tax Credit:**

"The Supplier / Vendor hereby covenants that it shall comply with the provisions of goods and services tax laws to ensure that ABI is able to avail the entire eligible input tax credit on timely basis for the services / supply / work undertaken by the Supplier / Vendor as per this Agreement."

**Indemnity:**

In addition to the indemnities covered elsewhere in the Agreement, the Vendor / Supplier further agrees to indemnify and to keep ABI harmless from and against any actual or potential liabilities, damages, interest, penalty and costs to ABI arising from breach of covenants relating clause [ ] (Input tax credit) and clause [ ] (Anti-profiteering).""The Supplier / Vendor agrees that indemnity clause shall survive the termination / expiry of this Agreement, howsoever occurring."

**Survival Clause:**

"Without prejudice to the provisions of this Agreement, the obligations of the Supplier / Vendor to comply with the goods and services tax provisions in respect of the services / supply / work undertaken by the Supplier / Vendor as per this Agreement, shall survive the termination / expiry of this Agreement, howsoever occurring."

"Reps, Warranties & Covenants to be given by Supplier / Service Provider:

a. Supplier/Service Provider is duly registered with the appropriate authority under the applicable GST provisions and the registration number provided by Supplier/Service Provider to the Company is true and accurate;

b. The tax invoice issued by Supplier/Service Provider to the Company is complete, true and accurate such that the Company is able to obtain input credit with respect to the GST paid to Supplier/Service Provider for the services undertaken by Supplier/Service Provider as per the Agreement.

c. Supplier/Service Provider agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the Company to claim any input tax credit in relation to any GST amount payable under the Agreement. Company, shall not be under any obligations to make any payment under the Agreement until the receipt of tax invoice from Supplier/Service Provider.

d. Supplier/Service Provider shall duly pay the applicable GST amount to the appropriate authority as per the provisions of the GST law after the receipt of the GST amount from the Company and shall provide a challan to the Company evidencing the payment of said GST.

e. The Supplier / Vendor covenants to support and provide necessary assistance to the Company including in the form of necessary information / documentation in relation to various aspects of goods and service tax law such as complying with the transition provisions, identifying the tax benefits or refunds as the case may be, that may accrue on stocks, credits, taxes, etc. on the GST implementation appointed date, for passing of the benefits as mentioned in the anti-profiteering clause and so on.

The Supplier / Vendor agrees that this clause shall survive the termination / expiry of this Agreement, howsoever occurring."

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**Code of Conduct**

It has been a consistent intent of ABI that its Suppliers & Partners maintain the highest ethical standards in their conduct. This document broadly outlines the "Code of Conduct" for ABI Suppliers, Vendors & Partners. It clearly demonstrates the basic principles to be followed while dealing with ABI, its employees, agents, etc.

**Ethical practices**

- ABI and its Suppliers, Vendors & Partners will work together to ensure the highest standards of ethical and professional conduct in all their interactions and dealings.
- \* The Suppliers, Vendors & Partners should note that offering of any gratification in the form of bribes/kickbacks/gifts/hospitality, etc directly or indirectly is not permissible.
  - \* The Suppliers, Vendors & Partners have a duty to report any breach of this Code of Conduct and provide all possible assistance to ABI to investigate any instances of unethical behaviour/conduct/financial misdeeds by any of its employees.
  - \* Suppliers, Vendors & Partners should not indulge in any business or monetary transaction either directly with ABI employee or his/her relatives or next of kin. However, if the transaction is initiated by ABI employee on behalf of his next of kin, the Supplier/Partner/ Vendors /Employee should intimate the same in writing and take an approval before proceeding with such a commercial transaction.  
This includes:
    - \* Ownership by a member of the employee's family of a financial interest in any such enterprise which does or seeks to do business with, or is a competitor of ABI
    - \* Any such member Acting as a Broker, Finder, Go-between or otherwise for the benefit of a third party in transactions involving or potentially involving ABI or its interests
- While individual Contracts/Purchase Orders may specify relevant clauses specific to those Contracts/Purchase Orders, the following general guidelines shall continue to apply on an overall basis (unless in conflict with these clauses).

**IPR and Confidentiality**

- The Supplier/ Vendor/Partner should not disclose ABI's confidential / intellectual property information with any other individual/body outside its own organization. The following broad guidelines should be followed in dealing with such information.
- \* Until the material information has been publicly released by ABI, the Supplier, Vendor & Partner must not disclose it to anyone.
  - \* Supplier, Vendor & Partner must not buy or sell ABNL securities when they have knowledge of material information concerning the company until it has been disclosed to the public and the public has had sufficient time to absorb the information.

**Maintain Records & Documents/Communication**

- All accounts and records shall be properly documented in a manner that:
- \* Clearly describe and identify the true nature of business transactions, assets, liability or equity, and
  - \* Properly and timely classifies and records entries on the books of Accounts in conformity with generally accepted accounting principles.
  - \* No record, entry or document or mail or verbal communication shall be false, distorted, misleading, misdirected, deliberately incomplete or suppressed. All communication should therefore be complete and relevant.

**Labour, Human Rights and Non-discrimination**

- \* All Suppliers, Vendors & Partners shall comply with all laws and regulations with respect to employing labour, including those pertaining to women and children.
- \* The Supplier, Vendor & Partner should make sure that unskilled or poorly trained persons do not perform any hazardous or skilled work.
- \* The Supplier, Vendor & Partner shall prohibit discrimination based on colour, race, sex, religion, region, origin, language, property, social strata etc.
- \* The Supplier, Vendor & Partner shall not use forced or compulsory labour, including debt or bonded labour.
- \* The working hours of all their employees should not exceed the maximum limit as set by the National and Local Labour Laws.

**Health & Safety**

- \* The Supplier, Vendor & Partner shall ensure a safe working environment for all its employees/contractors, etc who may be working directly or indirectly for providing supplies or services ordered by ABI in accordance with the state and national laws.
- \* The Supplier, Vendor & Partner should ensure that necessary precautionary measures are taken against accidents and occupational hazards.
- \* Adequate training should be given to all workers/contractors on health & safety issues.
- \* The employee accommodations, if provided, should be safe, clean and secure.

**Environment**

- \* The Supplier, Vendor & Partner shall ensure that processes are in place to optimize the use of natural resources and reduction in release of harmful emissions to the environment.
- \* Initiatives should be undertaken to promote environmental responsibility and encourage environment friendly processes and technologies.
- \* Suppliers, Vendors & Partners shall ensure compliance with all laws pertaining to sustainability, pollution, environment protection, etc as applicable.

**Waste Management**

- \* Wastes of any form - hazardous, non-hazardous, industrial, solid/liquid/gaseous should be disposed or treated effectively as per the prevailing/recommended laws.
- \* Industrial solid waste encompasses a wide range of materials of varying environmental toxicity. Typically this range would include paper, packaging materials, waste from food processing, oils, solvents, resins, paints and sludge, etc.

**Corrective Action**

- \* Suppliers, Vendors & Partners should have processes to monitor and correct any activities that fall below the standards of this Code of Conduct.
- \* In the event of any serious breach of the Code, the Supplier/Partner should immediately report the same to the senior management of ABI and agree with them a schedule for corrective action. ABI will protect the identity of the Supplier/Partner/Person who is reporting the breach of Code of Conduct.
- \* Wherein a serious breach of the Code of Conduct continues to persist, ABI may consider penal action including the termination of business relationship with the Partner & Supplier, with no financial liability on itself.
- \* ABI will view violations if any, in a serious manner and will take appropriate and timely actions as required to deal with the situation.

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**Contract Safety Management****A. General Safety Compliance**

1. Contractor must deploy full-fledged execution team to execute the work with Quality, Safety and on time.
2. Contractor must ensure competency level of each supervisors and engineers. Supervisor must be competent enough to take care of his workplace. Only certified supervisor/Engineer should be deployed at workplace.
3. Contractor should not enter factory premises without safety shoes and helmet.
4. All the contractual Engineers, workmen, supervisors who will be working at ABI have to undergo medical examination at our OHC.
5. Contractor must ensure that all his Engineers, workmen, supervisors must undergo 1 day safety induction/training program.
6. Contractor should comply with all the Life Saving Rules of Aditya Birla Insulators.
7. Contractor must observe "visual safety" at site.
8. Contractor should deploy safety steward 1:50 manpower at site to ensure the adherence to safety standards.
9. Contractor should provide orientation/induction training to his entire workforce prior to deploying them on the job and record the same.
10. Contractor should conduct daily safety meeting, daily tool box meeting.
11. Contractor should ensure proper housekeeping all the time at the work site and must have well planned material handling, man and equipment movement, waste storage and disposal plan and raw material storage facilities at the site..
12. Contractor should thoroughly assess the work scope; evaluate the hazards and risk (HIRA) associated with the job and carry out risk mitigation measures.
13. Contractor must ensure weekly safety walk through round carried out by top leaders.
14. Contractor must ensure that all incidents get reported on timely basis and ensure that they get investigated and learning's must be shared with the team to avoid repetition of incidents.
15. Contractor must ensure that all staff get involved in CFSA system and attend weekly meeting.
16. Contractor must ensure availability of fire extinguishers at fire prone installation.
17. Possession of illegal drugs, alcohol, fire arms at ABI property is prohibited.
18. Contractor must familiarize themselves with campus safety procedure and emergency evacuation plan for the area they are working in.
19. Contractor must promote safety through conducting various programs i.e. Gate meeting and awarding rewards to staff for adopting best safety practices at site.
20. Contractor should ensure weekly safety walk through round carried out by top leaders.
21. Contractor should obtain work permits and job safety analysis (JSA) prior to starting the job.
22. Contractor should ensure that his entire workforce is provided with mandatory PPE's and it should comply with BIS specifications. All of them should wear fluorescent jacket and wear work related PPE's before entering the site.
23. Contractor should ensure of all necessary equipments as per the job/work for eg. Safety helmet, Safety shoes, Double hook full body harness, Safety goggles, reflecting jackets and appropriate life saving equipments.
24. Contractor must use only certified powered hand tools at site and maintain its documents.
25. Contractor must ensure all Hoisting & rigging equipments used at site must possess relevant legal documents as per geography.
26. Contractor must ensure that flash back arrestor, fire blanket during hot work. Hot work should be carried out by authorized person only under observation of fire watcher.
27. Contractor must follow all applicable rules & regulation while performing radioactive testing (NDT) at sites.
28. Contractor must ensure that all the equipments which shall be used at site for construction purpose, its moving parts must be guarded as per the ABI standard.
29. Contractor should store all the material at a designated place.
30. No workmen should sleep at workplace or inside the vehicle.
31. No vehicle should exceed speed of 20 Kmph inside the campus.
32. Barricading of working area is mandatory and will be in the scope of contractor.
33. Contractor must ensure that NO Bamboo/bally components shall be used for scaffolding, only certified H frame, cup lock pipe scaffolding shall be used under supervision of scaffolding champion.
34. Contractor must ensure to reduce risk and must follow risk control measures such as elimination, substitution, engineering control, administrative control and PPE's.
35. Contractor must deploy certified electrician at site and must follow electrical safety rules.
36. Contractor must use 24 V illumination systems in confined space and follow confined space work permit system at site.
37. At the end of the project/work contractor should ensure proper housekeeping at the site/workplace and recovery of all the unwanted materials.
38. No workmen should use mobile phones at work site during working hours and while walking.
39. Third party insurance to be taken by the contractor as per requirements specified as per the site.
40. Labour: All government rules, permissions, to be taken by the contractor like minimum wages, BOCWA (Building and other construction workers act), insurance, PF, Labour laws, Factories Act, GFR, ESI, etc.
41. For all statutory obligations and payments there will not be any separate reimbursement for PF, leaves, paid holidays, bonus, etc. which may be applicable to workmen.
42. Proof of payment of PF and other documents/records relevant to labour as required by the company shall be submitted by the contractor monthly.
43. Penalty shall be as mentioned in the contract.
44. Any modification/updation/revision in ABI safety standard during tenure of work has to be followed by the contractor with cost implication.

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**B. Specific Safety Compliance:****A. Work at height**

1. Any work performed at 1.8 meters or more above the floor or work platform is largely considered as Working at Height.
2. Contractor should obtain general as well as work at height permit before starting the work/job along with JSA.
3. Workmen should wear double hooked full body harness while working at height.
4. A horizontal lifeline should be made up of a steel wire of 8mm to 10mm diameter.
5. A flexible cable, either horizontal or vertical, which is anchored at both ends and to which other personal fall prevention devices can be attached. It should meet the minimum load specification to withstand 2300kg of force per man supported. There are also independent lifelines available which are not attached to the work surface - one lifeline per person.
6. Safety net should be used as a second layer of protection while performing work at height. Safety net should meet IS: 5175 standard or ANSI 10.11:1989.
7. Contractor should use Crawling board while working on a fragile roof.
8. Safety ladder should meet BIS specifications.
9. A safe platform with proper railings should be constructed while performing work at height.
10. All the PPE's should be inspected before working at height.

**B. Hot Work**

1. Any activity that generate heat or spark during the process like welding, cutting, brazing, grinding, abrasive blasting, drilling, heating, etc.
2. Contractor should obtain General work permit with checklist of hot work before starting the work/job along with JSA.
3. Hot work area should be barricaded.
4. Hot work area should be neat and free from any combustible or flammable material.
5. PPE's like face shield, leather hand gloves, safety goggles, aprons, safety shoes, safety helmet.
6. All the energized equipments should be plugged into industrial type sockets connected to ELCB.
7. All the electrical equipments should have proper earthing. Earthing should not be connected to any conduit having gas line/ fluid line/electrical wires.
8. Electrical arc holders and gas holders should be kept at a designated place when not in use.
9. Gas cylinders should be kept in an upright position and should possess NRV. Gas cylinders should be mounted properly on a trolley and should be tied with a chain.
10. Contractor should ensure that gas pipe or welding wires are in good condition.
11. Used welding butts, cutting wheels, grinding wheels, sharp edge metals should be kept in a bin.

**C. Excavation work:**

1. Contractor should obtain general as well as excavation work permit before starting the work/job along with JSA.
2. Ensure that the excavated area is not blocking the access to the site for either personnel or equipment; appropriate signs shall be displayed at appropriate locations.
3. If the excavation is 1.2 metres (4 feet) or more deep, it shall be provided with a standard ladder to facilitate safe entry and exit.
4. The accumulation of mud, sand or gravel on any pathway shall be avoided.
5. Excavation area should be properly barricaded.
6. Excavation work should not be performed in dark hours; if required should obtain special approval with adequate arrangements.

**D. LOTO & Electrical Safety**

1. Contractor should obtain general as well as Electrical work permit before starting the work/job along with JSA.
2. Apply Lockout/ Tagout devices, ensure that the plug is in total control of the worker, or use other engineering controls (such as capture key control systems) that are permitted by LOTO regulations.
3. Wear correct personal protective equipment (PPE) and establish barricades, as necessary, for access control.
4. All jobs related to electricity should be performed by a skilled/certified technician only.

**E. Confined Space Entry**

1. Ensure that a Confined Space Entry Permit has been issued before entry into Confined Space is authorized;
2. Recognize the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;
3. Properly use required personal protective equipments;
4. Communicate with the attendant as necessary to enable the attendant to monitor entrant status and to alert the entrants of the need to evacuate the space, if required
5. Display of warning sign "Danger: Entry by Permit Only" near the manhole /entry point of a Confined Space and "No Smoking "at strategic locations.
6. Ensure the hazards that may be faced during entry, including information on the mode of exposure, signs or symptoms, and consequences of the exposure are correctly identified;
7. Portable lighting shall be 24-volts or less should be used in the confined space.
8. Begin ventilation in time to assure that the permit space is safe before entry.
9. Test the atmosphere before entry to confirm that the ventilation system is working properly and that the space is safe.

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