



PMC Cell – MM

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Circular No. 16/2020

No: MAT/PMC/13(29)4-SC/2020

Dated: 31/03/2020

Sub: Modalities for providing the K&L / PPEs to contractual workers

Vide circular No. DLI/CHSE/PPE/MM/SSC/2019-20/1 dated 17.03.2020 issued by Chief-HSE, guidelines have been issued on "Modalities for providing the K&L / PPEs to contractual workers" for incorporating under Special Conditions of the Contracts.

A copy of the aforesaid circular is enclosed for information and compliance by all concerned.


(A.P. Tripathi) 31/3/2020
ED-Chief MM Services

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3. CVO, ONGC, New Delhi.



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CIRCULAR

No. DLI/CHSE/PPE/MM/SCC/2019 – 20/1

Date: March 17, 2020

Subject: Modalities for providing the K&L/PPE to contractual workers

EC in its 480th meeting held on 3rd February, 2016 and 507th meetings held on 9th & 10th March, 2018, advised Corporate HSE for ensuring use of core PPE by the contractual workers, and also to ensure that necessary provisions are made in the contract conditions so that work force be provided with suitable PPEs by the Contractors, if the same is not provided then in that case ONGC should provide the PPE and recover the cost from the contractor.

The combined recommendations of the committees are as under which were approved by Director(Onshore) - I/C HSE.

1. The identification of kits and liveries/ PPE required in the prescribed Format shall be made as a part of Scope of Work of the tender, as per guidelines in Annexure-1.
2. For the Provisioning , Monitoring and action in case of non-compliance, necessary clauses shall be incorporated in SCC (Special Conditions of Contract), which are attached in Annexure-2.

All the Work Centers are advised to take action on the same on top most priority.


V.N. Mathur
Chief HSE

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As per the attached Distribution List (*thru Dr.net*)

Copy to :

1. EO to CMD
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6. CEA to Director (HR)
7. CEA to Director (Exploration)
8. Chief MM with a request to incorporate the above in IMMM and wherever applicable
9. Chief ER

Annexure-1

Identification of PPE to be used by contractual workers need to be done at planning stage. At the time of preparing Scope Of Work (SOW), the relevant PPEs pertaining to the contract need to be mentioned in SOW along with the frequency of replacement. The relevant Kits and Liveries related to the work in the said contract should also be mentioned clearly. The same may be vetted by Head / I/C HSE of that Work Centre. Following format is to be used in SOW:

Format for Identification of PPE/ K&L

Sl. No.	Location	Service/Job	PPE/Kits & Liveries	Frequency of provision*

Clauses to be incorporated in Special Conditions of Contract (SCC)

I. Provisioning

1. It shall be the sole responsibility of the contractor to provide the following core PPE items to his personnel before commencement of the work, as per frequency specified in SOW :
 - i. Ready Made cotton overall
 - ii. Fire retardant overall
 - iii. Industrial Safety Shoes
 - iv. Safety Helmet
 - v. Clear safety goggles
 - vi. Ear muff
 - vii. Ear plug (reusable)
 - viii. Hand Gloves (for drilling and work-over operation impact resistant gloves to be used), and Work Specific PPE / Kits & Livery items shall also be provided by the contractor before commencement of the work.
2. The Core PPE for contractual workers shall be of same specification (minimum), which are applicable to ONGC employees, except the colour of overall shall be other than orange and preferably maroon with Company's logo / Name of the Company.
3. PPE/ KIT CARD shall be maintained for each contract worker in following format:

Safety Items & Kit Card Format

Sl.No.	Particulars				Details/Remarks		
1.	Name of Contractor/Agency/Supplier						
2.	Contract Details						
3.	Contract Period						
4.	No of Contract Labour deployed						
5.	Safety items/Kit Card to be issued:						
Sl.No.	Name of Contract Labour	Kits & Liveries / PPE issued	Date of Issue	Signature of Contract Labour	Signature of Contractor	Verified by PE/ Installation Manager	Remarks
1.							
2.							
3.							

Note:

1. Safety items/Kits and liveries listed above are indicative and can be modified according to specific work/contract requirement.

2. Technical specifications and norms of the items listed/provided above shall be the same as applicable to regular employees of ONGC, amended or modified from time to time.
 3. Queries with regard to PPE/Kits and Liveries shall be referred to ONGC and decision of ONGC in this regard shall be final.
 4. An undertaking to be submitted by the Contractor/service provider with the bills that PPE/Kits and Liveries issued in performance of the contract are without any defects and persons deployed complying with safety directives and using the protective equipment's/clothing as per work requirements.
4. The contractor shall be allowed to start the work only after satisfactory outcome of inspection of both registers, ie the stock register and that maintained for kit cards, which shall be submitted by the contractor after the placement of NOA.

II. Monitoring

1. Site supervisor of the contractor shall use daily inspection checklists to ensure that all the contractual workers are provided with suitable PPEs and the same are being used during the work. During tool box talk, the use of PPE shall be discussed by the contractor supervisors.
2. ONGC representative at regular intervals shall jointly check individual kit cards with Contractor's Supervisor/Safety Officer at site and inspect that necessary PPE / K& L items are being provided and used during the work by contractual personnel.
3. Installation Manager / Mines Safety Officer / HSE Manager shall carry out Surprise checks / Inspection for verifying the availability of suitable core PPE and its usage by contractual workers. Whenever the contractual workers are found working without any of the core PPEs, Installation Manager shall be empowered to stop the work.
4. Undertaking by the contractor with bills raised for supply of Safety items /Kits and Liveries: The contractor shall provide in the following annexure an undertaking with the bills raised by him that he has provided requisite PPE/ K&L to personnel deployed in the Contract for the said period:

Format as Annexure to Undertaking

Name of the Firm/Agency/Contractor:					
Nature of Contract:					
Contract details and validity:					
Details of Core Safety items and other kits and liveries:					
Sl.No.	Articles	Quantity	Locations	Date of issue	Remarks

CERTIFIED THAT:

1. I have issued the core safety items and other general kits and liveries to personnel deployed in ONGC, specific to Job/Services as per contract Agreement No.....
2. All the core safety items and other general kits and liveries items are as per standard BIS/ISO norms and have not outlived its shelf life and not in damaged/unusable conditions.

3. The safety devices and other appliances provided for the protection of personnel deployed shall be of same standard specification adopted and issued by ONGC.
4. In case of any discrepancies or irregularities in complying with safety items/devices, then ONGC is entitled to impose penalty/damages upon services provider, as per contract agreement.
5. A standard Safety Kit Card as per contract clause No..... is maintained at site for ready reference and inspection by PE/ONGC representatives/Authorities.

Date:

Place:

(Signature & Seal of the Contractor)

III. Actions in case of Non Compliance:

1. A list of PPE items issued by the contractor to the contractual workers is to be submitted by the contractor to ONGC before commencement of work along with relevant supporting documents related to PPEs provided by the contractor. The same shall be verified by ONGC before giving clearance to start the work. In case the PPEs are not provided by the contractor before the commencement of work, mobilization by the contractor will be considered as incomplete and the LD wherever applicable as per prevailing terms of contract will be imposed.
2. Whenever the contractual workers are found working without any of the core PPEs, Installation Manager shall be empowered to stop the work as below:
 - i. Ask the defaulting worker to leave the site and mark him absent;
 - ii. Penalty will be imposed on contractor at the rate of Rs 1000/- per person per day for non-use of any of the PPE items by the contractual personnel;
 - iii. If the contractor fails to provide suitable replacement of damaged / unsuitable PPEs to his personnel, contractor shall be asked to stop the work immediately till corrective actions are taken. In such a scenario, the completion date of the job will not be extended and ONGC shall not make any payment till the work is kept in suspension due to non-use of PPEs.
3. In case of repeated violation of non-use of PPEs by the contractual workers for more than three times in onshore operations, the Contractor will permanently remove the defaulters from the site and replace them without delay and at no extra cost to ONGC. Likewise, in case of offshore operations, for repeated violations of non-use of PPEs by the contractual workers for more than three times, ONGC shall ask the concerned contractor to send the defaulters back to base at his own expenses and suitable replacement will be provided without delay and at no extra cost to ONGC.
4. In any extreme case, if Contractor has failed to start work on the due date, only because of non-provision of PPE, ONGC shall review the requirement and on its sole discretion decide to agree to the Contractor request for issuing PPE to its personnel on cost basis or otherwise. Contractor shall be bound by ONGC decision.

