



Liberty Galati Romania

GENERAL RULES TO BE APPLIED BY LIBERTY CONTRACTORS

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REGULI GENERALE PENTRU CONTRACTORII LIBERTY GALATI

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PREAMBLE

LIBERTY GALATI is named hereinafter, the COMPANY.

In this instruction, the Equipment represents the entire installation or a part of the Installation.

1 PERMANENT OBJECTIVES OF THE COMPANY

The objectives of the project are included with a view to carry out the following permanent objectives of the Company :

- ▶ Executing works in complete health and safety
- ▶ Executing works during the operation of a plant's activity which works on 3 shifts, 365 days/year with planned stoppages both of the installation and of the ones specific to the equipment.
- ▶ Ensuring a regularity of operations, a reliability and industrial availability for the Equipment as well as for the actual Installation, according to the targeted operational rate of the Installation.
- ▶ Installing Equipments guaranteeing the health and safety at work of COMPANY'S exploitation and maintenance personnel.

2 HEALTH AND SAFETY AT WORK

THE COMPANY AKNOWLEDGES THAT THE SECURITY OF EQUIPMENTS AND WORKS EXECUTED ON SITE HAS TO BE OPTIMUM AND THAT THE EXECUTION OF WORKS HAS TO BE DONE IN PERFECT HEALTH AND SAFETY CONDITIONS.

CUVANT INAINTE

LIBERTY GALATI este numita de acum inainte, COMPANIA.

In aceste instructiuni, echipamentul reprezinta intreaga instalatie sau o parte din instalatie.

1 OBIECTIVELE PERMANENTE ALE COMPANIEI

Obiectivele proiectului sunt incluse in vederea realizarii urmatoarelor obiective permanente ale companiei:

- ▶ Executarea de lucrari in deplina securitate si sanatate in munca
- ▶ Executarea de lucrari in timpul desfasurarii activitatii unei uzine care lucreaza in 3 schimburi, 365 de zile/an, cu opriri planificate atat ale instalatiei cat si la cele specifice echipamentului.
- ▶ Asigurarea unei continuitati in functionare, o fiabilitate si o disponibilitate industriala pentru echipament cat si pentru instalatia actuala, in conformitate cu rata operationala tinta a instalatiei.
- ▶ Instalarea de echipamente care garanteaza securitatea si sanatatea in munca a personalului de exploatarea si de mentenanta al COMPANIEI.

2 SECURITATE SI SANATATE IN MUNCA

COMPANIA RECUNOASTE CA SECURITATEA ECHIPAMENTELOR SI A LUCRARILOR EXECUTATE IN LOCATIE TREBUIE SA FIE OPTIMA SI CA EXECUTAREA LUCRARILOR TREBUIE SA FIE FACUTA IN CONDITII PERFETE DE SECURITATE SI SANATATE IN MUNCA.

The CONTRACTOR makes a commitment to provide to the COMPANY a contracted work and/or an Equipment which will be designed, constructed, erected and will be exploited following the provisions of the effective legislation in the field of health and security at work which may be applied during the activity of the work site.

The CONTRACTOR has to ensure the achievement of the contracted work in compliance with the provisions of the effective legislation in the field of health and safety at work applicable to the COMPANY and in compliance with the Internal Rule of the COMPANY, as well as with those internal regulations (instructions, procedures, decisions) applied to specific locations where the contracted works are executed.

The CONTRACTOR has to be very well acquainted with these rules which he has to possess and which he has to communicate to his employees.

2.1 Health and Safety at Work during concept engineering

The CONTRACTOR has to integrate, since the concept engineering phase of the Equipment, object of contracted work, the measures and constraints on health and safety at work which have to be taken and followed for this equipment in order to guarantee the safety of employee interventions during exploitation, maintenance or any other works executed on the Equipment or in close vicinity of the Equipment.

The CONTRACTOR integrates this health and safety at work requirement since the concept engineering phase in order to minimise the risks which might be generated by the execution of contracted work in the location of the COMPANY.

Starting from the study phase of the Equipment concept engineering, the CONTRACTOR will strictly comply with the provisions of the effective legislation in the field of health and safety at work.

These studies will also comply with the internal regulation in the field of health and safety at work which are applicable to every location/ considered

CONTRACTORUL se angajeaza sa furnizeze COMPANIEI o lucrare contractata si/sau un echipament care va fi proiectat, construit, montat si exploatat respectand prevederile legislatiei in vigoare din domeniul securitatii si sanatatii in munca, care ar putea fi aplicate in timpul desfasurarii activitatii la locul de munca.

CONTRACTORUL trebuie sa asigure efectuarea lucrarii contractate in conformitate cu prevederile legislatiei in vigoare din domeniul securitatii si sanatatii in munca care se aplica la COMPANIEI si in conformitate cu prevederile Regulamentului Intern al COMPANIEI, cat si cu acele reglementari (instructiuni, proceduri, decizii etc.) interne aplicabile la locatiile specifice unde sunt executate lucrarile contractate.

CONTRACTORUL trebuie sa cunoasca foarte bine aceste reglementari, sa fie in posesia lor si sa le comunice angajatilor sai.

2.1 Securitatea si sanatatea in munca in timpul proiectarii de baza

CONTRACTORUL trebuie sa integreze, din faza de conceptie a proiectarii echipamentului, obiect al lucrarii contractate, masurile si restrictiile de securitate si sanatate in munca care trebuie luate si respectate pentru acest echipament pentru a garanta securitatea interventiilor angajatilor in timpul exploatarii, mentenantei sau a oricaror lucrari executate asupra echipamentului sau in imediata apropiere a acestuia.

CONTRACTORUL integreaza aceasta cerinta de securitate si sanatate in munca din faza de conceptie a proiectarii, pentru a minimiza riscurile care ar putea fi generate de catre executarea lucrarii contractate in locatia COMPANIEI.

Incepand de la faza de studiu a conceptului de proiectare a echipamentului, CONTRACTORUL va respecta strict prevederile legislatiei in vigoare din domeniul securitatii si sanatatii in munca.

Aceste studii vor respecta deasemenea reglementarile interne din domeniul securitatii si sanatatii in munca care sunt aplicate la fiecare dintre locatiile /

sites, mainly the regulations which are related to the new equipments such as defined by the Romanian legislation.

2.2 Work Safety and Own Health and Safety Plan

The Contractor will strictly follow the annex : “General Instructions on safety for the external Companies which work on the sites of the beneficiary’s location”.

An individual health and safety plan will be issued by the CONTRACTOR (chief contractor) in 30 days at most since the contraction of the work.

Every sub-contractor will issue(elaborate) its own health and safety plan in 30 days at most since the contracted work with the chief contractor(direct contractor).

The own health and safety plan has to contain at least the following:

- a) name and address of the contractor(building contractor)/ subcontractor or subcontractors (sub-building contractor or sub-building contractors)
- b) Number of works on the site;
- c) Name of the person assigned to conduct the execution of the work, if it is necessary;
- d) Duration of works, indicating the date of their start up
- e) Analysis of the execution technological processes which may affect the health and safety of works and of the other participants in the site work process
- f) Assessment of expected risks related to the operating mode, to the used materials, to the used work equipments, to the used substances or dangerous concentrates, to personnel movement, to site set-up;
- g) Measures to ensure works health and safety, specific to works executed on the site by the contractor/subcontractor or subcontractors, including collective protection measures and individual protection measures.

amplasamentele considerate, in special reglementarile care au legatura cu noile echipamente asa cum sunt ele definite de legislatia romana.

2.2 Securitatea muncii si Planul propriu de securitate si sanatate

Contractorul va urma (respecta) strict anexa: “Instrucțiuni generale de siguranța pentru companiile externe care lucrează pe șantierele locației beneficiarului”.

Un plan propriu de securitate și sănătate va fi întocmit de către CONTRACTOR (antreprenor general) în cel mult 30 de zile de la data contractării lucrării.

Fiecare sub-contractor va întocmi (elabora) un plan propriu de securitate și sănătate în cel mult 30 de zile de la data contractării lucrării cu antreprenorul general (contractorul direct).

Planul propriu de securitate și sănătate va fi întocmit, anterior începerii lucrărilor care trebuie executate pe șantier.

Planul propriu de securitate și sănătate trebuie să conțină cel puțin următoarele:

- a) numele și adresa contractorului (antreprenorului)/ subcontractorului sau subcontractorilor (subantreprenorului sau subantreprenorilor);
- b) numărul lucrătorilor pe șantier;
- c) numele persoanei desemnate să conducă executarea lucrărilor, dacă este cazul;
- d) durata lucrărilor, indicând data începerii acestora;
- e) analiza proceselor tehnologice de execuție care pot afecta sănătatea și securitatea lucrătorilor și a celorlalți participanți la procesul de muncă pe șantier;
- f) evaluarea riscurilor previzibile legate de modul de lucru, de materialele utilizate, de echipamentele de muncă folosite, de utilizarea substanțelor sau preparatelor periculoase, de deplasarea personalului, de organizarea șantierului;
- g) măsuri pentru asigurarea sănătății și securității lucrătorilor, specifice lucrărilor pe care contractorul/subcontractorul sau subcontractorii le execută pe șantier, inclusiv măsuri de protecție colectivă și măsuri de protecție individuală.

■ The CONTRACTOR has the general obligation of coordinating all his sub-contractors.

For any sub-contractor new on site, if the decision to sub-contract was taken after starting the activity on the work site, the respective sub-contractor is allowed to start the execution of contracted works only after having prepare its own health and safety plan..

Therefore, the CONTRACTOR will, prior, ensure to inform the COMPANY, with adequate notification, about any decision to sub-contract part of the contracted work after starting the activity on the work site, in order to be in perfect compliance with the above specified dispositions.

■ In case it is necessary to establish a new individual health and safety plan, it is recommended to have the active participation of the CONTRACTOR and of his sub-contractors for the preparation of this plan.

■ The COMPANY reminds the CONTRACTOR that in compliance with effective Romanian Legislation, before starting the works and during their execution on site, the CONTRACTOR has to inform all employees having assignments within this area about the specific risks they are exposed to and about the measures provided in the health and safety plan for the prevention of these risks. Also, the individual health and safety plan has to specify the dangerous areas and the prevention measures which have to be followed and applied in order to remove or decrease the specific risks; the CONTRACTOR has to explain the using method of collective and individual protection devices. Finally, the CONTRACTOR has to indicate to his employees the ways to enter and leave the intervention site, how to reach the spaces and installations made available to them as well as the emergency exits.

■ DURING THE EXECUTION OF OPERATIONS, THE CONTRACTOR MUST COMPLY WITH ALL DISPOSITIONS AND PREVENTION MEASURES DEFINED IN THE HEALTH AND SAFETY PLAN.

The compliance of the CONTRACTOR with the health and safety plan is part of the audit's subject conducted by the COMPANY.

■ CONTRACTORUL are obligatia generala de a –si coordona toti sub-contractorii.

Pentru orice sub-contractor nou in locatie, daca decizia de a angaja un sub-contractor a fost luata dupa inceperea activitatii in locatia de lucru, respectivul sub-contractor nu va putea sa inceapa executarea lucrarilor contractate decat dupa ce a pregatit un plan propriu de securitate si sanatate.

De aceea, pentru a respecta pe deplin dispozitiile de mai sus, CONTRACTORUL va asigura mai intai informarea COMPANIEI, cu o notificare adecvata, despre orice decizie de a subcontracta o parte din lucrarea contractata, dupa inceperea activitatii in locatie.

■ In caz ca este necesar sa se stabileasca un nou plan propriu de securitate si sanatate, este recomandat sa avem participarea activa a CONTRACTORULUI si a sub-contractorilor lui pentru pregatirea acestui plan.

■ COMPANIA ii reaminteste CONTRACTORULUI ca in conformitate cu Legislatia romaneasca in vigoare, inainte de inceperea lucrarilor si pe durata executarii acestora pe santier, CONTRACTORUL trebuie sa informeze pe toti angajatii care au insarcinari in zona, despre riscurile specifice la care sunt expusi si masurile prevazute in planul de securitate si sanatate pentru prevenirea acestor riscuri. Deasemenea planul propriu de securitate si sanatate trebuie sa specifice zonele periculoase si masurile de prevenire care trebuie respectate si aplicate pentru eliminarea sau diminuarea riscurilor specifice; CONTRACTORUL trebuie sa explice modul de folosirea a dispozitivelor de protectie colectiva si individuala. In final CONTRACTORUL trebuie sa indice angajatilor sai locurile prin care sa vina si sa plece in/din locatia de interventie, sa ajunga in spatiile si la instalatiile care le sunt date disponibile, cat si iesirile de urgenta.

■ IN TIMPUL EXECUTARII OPERATIILOR, CONTRACTORUL TREBUIE SA RESPECTE TOATE DISPOZITIILE SI MASURILE DE PREVENIRE DEFINITE IN PLANUL DE SECURITATE SI SANATATE.

Respectarea de catre CONTRACTOR a planului de securitate si sanatate face parte din subiectul auditului condus de COMPANIE.

2.3 Manpower and material

The CONTRACTOR makes a commitment to use all necessary materials and the qualified manpower, meaning employees with the required technical ability and medically cleared for work and in a sufficient number, for adequate execution of contracted work and also they commit to appoint a qualified and responsible representative for the intervention team, dealing with the management of his manpower.

The list of technical accreditations (gas works, electricity works, crane operation, etc...) will be sent to the COMPANY, for information.

The CONTRACTOR complies with the Romanian legislation and acknowledges the use of only regularly employed employees, according to the stipulations of the Labour Code.

The CONTRACTOR's manpower has to comply with the stipulations of the COMPANY's internal regulation, which will be communicated to the CONTRACTOR by the COMPANY. The COMPANY has the right to demand the withdrawal and immediate replacement and to forbid the access of any employee of the CONTRACTOR which is considered to be negligent or in violation of any enforced regulation. The CONTRACTOR has to make available the necessary internal resources for the execution of the contracted work and will restrict to the maximum the use of temporary employed personnel.

Prior to the execution of any work on the site of the COMPANY, the entire manpower of the CONTRACTOR and of his sub-contractors has to undergo a health and safety at work training. At the end of this training, the personnel will be tested. Only the persons who passed the test will be authorized to work on the site of the COMPANY.

2.4 The CONTRACTOR'S responsible with health and safety at work and notification of the COMPANY in case of accident occurrence

The CONTRACTOR will designate a health and safety representative since the beginning of the works, who will participate in the safety at work

2.3 Forta de munca si materialul

CONTRACTORUL se angajeaza sa foloseasca toate materialele necesare si forta de munca calificata, adica angajati cu calificarea tehnica necesara , apti din punct de vedere medical, si in numar suficient, pentru executarea corespunzatoare a lucrarii contractate, si de asemenea se angajeaza sa numeasca un reprezentant calificat si responsabil pentru echipa de interventie, responsabil care se va ocupa cu administrarea fortei de munca pe care o conduce.

Lista de acreditari tehnice (lucrari cu gaz, lucrari electrice, operare macarale, etc.) va fi trimisa la COMPANIE, pentru informare.

CONTRACTORUL respecta legislatia romaneasca si accepta folosirea doar de lucratori angajati, in conformitate cu prevederile Codului Muncii.

Forta de munca a CONTRACTOTULUI trebuie sa respecte prevederile regulamentului intern al COMPANIEI, care va fi comunicat CONTRACTORULUI de catre COMPANIE. COMPANIA are dreptul de a cere retragerea si inlocuirea imediata si interzicerea accesului oricarui angajat al CONTRACTORULUI care este considerat a fi neglijent sau care nu respecta orice regula in vigoare. CONTRACTORUL trebuie sa aiba disponibile resursele interne necesare pentru a executa munca contractata si va restrictiona la maxim folosirea de personal angajat temporar.

Anterior executarii oricarei lucrari in locatia COMPANIEI, intreaga forta de munca a CONTRACTORULUI si a sub-contractorilor lui trebuie sa participe la o instruire in domeniul securitatii si sanatatii in munca. La sfarsitul acestei instruirii personalul va fi testat. Doar persoanele care au promovat testarea vor putea sa-si desfasoare activitatea in locatia COMPANIEI.

2.4. Lucratorul desemnat cu securitatea si sanatatea in munca al CONTRACTORULUI si notificarea COMPANIEI in cazul producerii unui accident

CONTRACTORUL va nominaliza de la inceputul lucrarilor, un lucrator desemnat cu securitatea si sanatatea in munca, care va participa la sedintele de

<p>meetings organised by the COMPANY. He has to have the qualification, the authority and the necessary means to finalise with success all the work phases, in terms of health and safety at work. He will be permanently present on the work site.</p> <p>In case of accident occurrence, the CONTRACTOR'S health and safety at work representative will inform immediately the representative of the COMPANY.</p> <p>2.5 Individual Health and Safety Plan and Work Safety Inspections</p> <p>The CONTRACTOR will indicate in his own health and safety plan, the methods and actions which will be applied by his Company. He will proceed regularly to the update of his own health and safety plan.</p> <p>The COMPANY will conduct regularly “health and safety at work audits” of the CONTRACTOR and will issue, if necessary, the “non-conforming reports”. The CONTRACTOR will have to process these sheets/documents as quickly as possible.</p> <p>The CONTRACTOR will conduct his own “health and safety at work audits” for the contracted work according to the COMPANY'S requirements</p> <p>2.6. NTSM moment</p> <p>2.6.1. Origin of the approach</p> <ul style="list-style-type: none"> ▪ Labour code approach: <p>In compliance with the instructions provided by the employer, it is the responsibility of each worker to take care, according to his qualification and his possibilities, about his safety and his health as well as of the safety and health of other workers who may be affected by his acts or his negligence.</p> <ul style="list-style-type: none"> ▪ The Company's health and safety at work policy:: 	<p>securitatea muncii organizate de catre COMPANIE. El trebuie sa aiba competenta, autoritatea si mijloacele necesare pentru a finaliza cu succes toate fazele de lucru, in ceea ce priveste securitatea si sanatatea in munca. El va fi in permanenta prezent in locatia de lucru.</p> <p>In cazul unui accident, lucrator desemnat cu securitatea si sanatatea in munca a CONTRACTORULUI va informa imediat reprezentantul COMPANIEI.</p> <p>2.5. Planul propriu de securitate si sanatate si verificarile pe linie de securitatea muncii</p> <p>CONTRACTORUL va indica in planul propriu de securitate si sanatate metodele si actiunile pe care compania lui le va aplica. El va reactualiza regulat planul propriu de securitate si sanatate.</p> <p>COMPANIA va face in mod regulat CONTRACTORULUI “audituri in domeniul securitatii si sanatatii in munca” si va intocmi daca este necesar, “rapoarte de neconformitate”. CONTRACTORUL va trebui sa proceseze aceste fise/documente in cel mai scurt timp posibil.</p> <p>CONTRACTORUL va face el insusi “audituri in domeniul securitatii si sanatatii in munca” pentru lucrarea contractata conform cerintelor COMPANIEI.</p> <p>2.6. Momentul NTSM</p> <p>2.6.1. Originea abordarii</p> <ul style="list-style-type: none"> ▪ Abordarea Codului Muncii: <p>Respectand instructiunile furnizate de catre angajator, este responsabilitatea fiecarui lucrator sa aiba grija, in conformitate cu pregatirea si cu posibilitatile lui, de securitatea si sanatatea lui cat si de securitatea si sanatatea altor lucratori care pot fi afectati de actiunile si omisiunile lui.</p> <ul style="list-style-type: none"> ▪ Politica de securitate si sanatate in munca a COMPANIEI:
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<p>Any person working on the COMPANY site must contribute to the continuous improvement of the health and safety at work, by his exemplary behaviour, his participation in working groups or even by signalling anomalies or malpractices which he witnesses.</p> <p>2.6.2. Application</p> <p>The NTSM moment represents an ascertainment to be done before starting the works, and which takes into account the actual situation of the site.</p> <p>The CONTRACTOR's employee executing the contracted works is hereinafter named "Worker".</p> <p>Everyday on site, before starting the works, the "Worker" has to:</p> <ul style="list-style-type: none"> ▪ Get acquainted with the own health and safety plan. ▪ Make observations on the work site (location) regarding the work to be executed also regarding the working environment in which his team will work. ▪ Make an inventory of observed potential risks ▪ Verify, by comparing the inventory of potential risks and observed risks with the risks and measures applied and defined in the own health and safety plan <p>In case new risks appear, the "Worker" will submit this information to his hierarchical superiors and to the COMPANY.</p> <p>The remarks of the "Worker" will generate:</p> <ul style="list-style-type: none"> ▪ Immediate corrective actions performed by the CONTRACTOR and / or COMPANY <p>and / or</p> <ul style="list-style-type: none"> ▪ Health and safety at work actions defined immediately or during a coordination meeting, with target date(s) and pilot(s) <p>According to the importance of the remarks and after submitting the information to his hierarchy (the CONTRACTOR) and to the COMPANY, it will be decided if the works are to be continued or not by the "Worker" and his team.</p>	<p>Orice persoana care lucreaza in locatia COMPANIEI trebuie sa contribuie la imbunatatirea continua a securitatii si sanatatii in munca prin comportamentul lui, purtarea lui exemplara, participarea lui in grupuri de lucru sau chiar prin semnalarea de anomalii sau abateri la care este martor.</p> <p>2.6.2. Aplicatie</p> <p>Momentul NTSM reprezinta o actiune care trebuie facuta inainte de inceperea lucrarilor, si care ia in considerare situatia existenta in locatie.</p> <p>Angajatul CONTRACTORULUI care executa lucrarile contractate va fi denumit in continuare "lucratorul"</p> <p>In fiecare zi in locatie, inainte de a incepe lucrarile, "lucratorul" trebuie:</p> <ul style="list-style-type: none"> ▪ Sa cunoasca prevederile planului propriu de securitate si sanatate. ▪ Sa faca observatii in zona de lucru (locatie) in legatura cu munca care urmeaza a fi executata, deasemenea in legatura cu mediul de munca in care echipa lui va lucra. ▪ Sa faca un inventar al riscurilor potentiale observate ▪ Sa verifice, prin comparatie riscurile observate cu masurile aplicate si riscurile definite in planul propriu de securitate si sanatate. <p>In cazul in care apar riscuri noi, "lucratorul" va trimite aceste informatii la superiorii sai si COMPANIEI.</p> <p>Observatiile "lucratorului" vor genera:</p> <ul style="list-style-type: none"> ▪ Actiuni corective imediate efectuate de catre CONTRACTOR si/sau COMPANIE <p>si/sau</p> <ul style="list-style-type: none"> ▪ Actiuni de securitate si sanatate in munca definite imediat sau in timpul unei sedinte de coordonare, cu data (e) tinta si responsabil(i). <p>In functie de importanta observatiilor si dupa ce au fost trimise informatiile sefului sau CONTRACTORUL) si COMPANIEI, se va hotara daca lucrarile vor fi continuate sau nu de catre "lucrator" si echipa lui.</p>
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2.7 Site marking, tidiness and cleaning of work site

A work site has to be properly marked and cleaned regularly according to the health and safety at work regulations.

The marking and signalling of work areas are in the scope of the CONTRACTOR, as well as the safe access to all areas and levels.

The CONTRACTOR will be responsible for the tidiness of his work sites for the entire period required to execute the contracted work on the site of the COMPANY. The work sites have to be maintained in perfect safety state and have to be cleaned after each intervention.

By default, the works to restore to normal state which will be done by the COMPANY will be invoiced to the CONTRACTOR.

2.8 Modified equipments

If at any stage of executing the contracted work the CONTRACTOR has to dismount or relocate the existing equipments on temporary or final basis, he will perform and verify the rehabilitation of locations based on their initial state, and thus the work site safety should be fully provided (sealing of hoppers, installation of protecting covers, of floors, of computer room pavements, etc...).

2.9 Prevention of risks specific to the steel making industry

The CONTRACTOR being a specialist in his field of competence, has perfect knowledge of general and particular risks specific to the steel making activity of the COMPANY, environment in which he will execute the contracted work.

He will make sure to take all measures in order to avoid the exposure of his manpower and sub-contractors' to any kind of risk.

2.9.1 Works in gas-presence areas

These works require:

- The training and accreditation of the

2.7. Marcarea locatiei, ordinea si curatenia punctului de lucru

Locul de munca trebuie sa fie marcat corespunzator si curatat regulat conform reglementarilor de securitate si sanatate in munca.

Atat marcarea si semnalarea locurilor de munca, cat si accesul in siguranta la toate zonele si nivelele, sunt in responsabilitatea CONTRACTORULUI.

CONTRACTORUL este responsabil pentru curatenia locurilor de munca in care lucreaza pentru intreaga perioada necesara pentru a-si executa lucrarea contractata in locatia COMPANIEI. Locurile de munca trebuie sa fie mentinute intr-o stare perfecta de securitate si trebuie sa fie curatate dupa fiecare interventie.

In consecinta, lucrarile de restaurare a conditiilor normale, care vor fi facute de catre COMPANIE vor fi facturate CONTRACTORULUI.

2.8. Echipamente modificate

Daca la oricare stadiu de executare a lucrarii contractate, CONTRACTORUL trebuie sa demonteze sau sa mute temporar sau definitiv echipamentele existente, el va efectua si verifica reabilitarea locatiilor bazandu-se pe starea lor initiala, astfel ca securitatea locului de munca sa ramana asigurata pe deplin (ex. sigilarea recipientelor butelie, montarea capacelor de protectie, a podelelor, a dalelor din camerele calculatoarelor etc.).

2.9. Prevenirea riscurilor specifice industriei producatoare de otel

CONTRACTORUL, fiind un specialist in aria lui de competenta, are o cunoastere perfecta a riscurilor generale si particulare ale activitatii COMPANIEI, de productie a otelului, mediu in care va executa lucrarea contractata.

Se va asigura ca a luat toate masurile pentru a evita expunerea fortei lui de munca si a sub-contractorilor la orice fel de risc.

2.9.1. Lucrul in zone cu prezenta de gaz

Aceste lucrari necesita:

- Instruirea si acreditarea personalului in legatura

- personnel regarding the gas exposure risks
- The presence of at least two persons during the execution of works
 - They have intervention persons equipped with a valid continuous CO detector, for the head of the work and for two operators grouped geographically (detection capacity for max.10 m²)

2.9.2 Works with hot points

It is forbidden to execute works with hot points in the areas where there is fire or explosion risks without a “Fire Works Permit”. These authorisations are provided by the COMPANY.

2.9.3 Works according to ATEX classification of explosion risk area

The CONTRACTOR will refer to ATEX classification of explosion risk areas in order to apply all necessary means for a safe execution of works.

2.10 Prevention of risks related to height and crushing

The CONTRACTOR has to comply with the legislation regarding the use of working equipments for temporary works performed at height.

The CONTRACTOR will make sure that all measures are applied to avoid falling from heights of the personnel, materials and parts.

In any case, he will consider the collective protection as a priority.

2.10.1 Access on roofs – access stairs - installations and buildings

It is forbidden the access on roofs and/or the access (use) of the access stairs or footbridges to the roofs without a “Height work permit” even for a simple visit.

These permits are provided by the Company.

The fixed access ways to equipments, installations and buildings have to be compliant, especially the work platforms, footbridges, guardrails, metallic stairs, etc., with the legal provisions in health and safety at work field.

cu riscurile de expunere la gaz

- Prezenta a cel puțin două persoane în timpul executării lucrărilor
- Să aibă persoane pentru intervenție, să aibă câte un detector continuu de CO, în bună stare de funcționare, pentru șeful de lucrare și pentru doi operatori grupați geografic (capacitatea de detectare pentru 10 m² maxim)

2.9.2. Lucrari cu foc deschis

Este interzisă executarea de lucrări cu foc deschis în zonele unde există pericole de incendiu sau de explozie, fără “ Permis de lucru cu foc”. Aceste permise sunt eliberate de către COMPANIE.

2.9.3. Lucrari in conformitate cu clasificarea EX de zone cu risc de explozie

CONTRACTORUL va face referire la clasificarea EX de zone cu risc de explozie pentru a aplica toate mijloacele necesare pentru executarea în siguranță a lucrărilor.

2.10. Prevenirea riscurilor care au legătura cu înălțimea și strivirea

CONTRACTORUL trebuie să respecte legislația referitoare la folosirea echipamentelor de muncă pentru lucrări temporare efectuate la înălțime.

CONTRACTORUL se va asigura că toate măsurile sunt aplicate pentru a evita căderea de la înălțime a personalului, a materialelor și a pieselor.

În orice situație, el va considera protecția colectivă ca o prioritate.

2.10.1. Accesul pe acoperisuri – scări de acces – instalații și clădiri

Este interzis accesul pe acoperisuri și/sau să se acceseze (utilizeze) scările de acces sau pasarelele către acoperisuri fără “Permis de lucru la înălțime”, chiar și pentru o simplă vizită.

Aceste permise se eliberează de către COMPANIE.

Caile de acces fixe aferente echipamentelor, instalațiilor și clădirilor și mai ales platformele de lucru, pasarelele, balustrazile, scările metalice etc. trebuie să respecte prevederile legale în domeniul securității și sănătății în muncă

2.10.2 Scaffoldings

In the case of using scaffoldings, their installation and the regular control visits will be done by an enterprise agreed by the COMPANY and which is responsible for their erection.

2.11 Prevention of risks related to retractable elements

The CONTRACTOR will have to comply with the consignment procedures of the COMPANY.

Only the employees of the COMPANY are able to make the consignment and de-consignment of an installation.

The protection against intrusion (use, entry) of Equipments supplied by the CONTRACTOR as well as his tools, machines and site work installations will comply with the provisions from the instruction books, from the supplier instructions and from the effective health and safety at work legislation. .

2.12 Prevention of electrical risks

The CONTRACTOR has to follow and ensure the compliance by his sub-contractors of the enforced legislation.

2.12.1 Dismantled electrical equipments

All dismantled electrical equipments have to be disconnected, isolated and tagged clearly and explicitly (ins and outs)

The CONTRACTOR has to hold updated the list of these dismantled electrical equipments.

2.12.2 Fire prevention for dismantled equipments

The sealing of cables passages has to reassure the 2 h fireguard quality for cable trays or bottom of cabinets.

It is recommended the use of fire resistance materials, for example it is forbidden to use plastic trays for cables.

2.10.2. Esafodaje

In cazul utilizarii de esafodaje, instalarea lor si vizitele regulate de control vor fi facute de o intreprindere care este acceptata de COMPANIE si care este responsabila cu montarea.

2.11. Prevenirea riscurilor care au legatura cu elementele retractabile

CONTRACTORUL trebuie sa respecte procedurile de restrictionare ale COMPANIEI.

Doar angajatii COMPANIEI pot face restrictionarea si permisiunea pentru utilizare a unei instalatii.

Protectia impotriva instruziunii (utilizarii, intrarii) in echipamentele furnizate de catre CONTRACTOR cat si pentru instrumentele, masinile si a instalatiile de la locul de munca se va face in conformitate cu prevederile din cartile tehnice, din instructiunile date de furnizor, din legislatia de securitate si sanatate in munca in vigoare.

2.12. Prevenirea riscurilor electrice

CONTRACTORUL trebuie sa respecte si sa asigure respectarea de catre sub – contractorii lui a legislatiei in vigoare.

2.12.1. Echipamente electrice demontate

Toate echipamentele electrice demontate trebuie sa fie deconectate, izolate si marcate clar si explicit (intrari si iesiri)

CONTRACTORUL trebuie sa mentina actualizata lista acestor echipamente electrice demontate.

2.12.2. Prevenirea focului pentru echipamentele demontate

Refacerea dopurilor ignifuge la trecerile de cabluri trebuie sa reasigure calitatea de protectie in caz de incendiu pentru durata de 2 ore, inclusiv pentru trecerile de cabluri de la baza dulapurilor.

Este recomandata folosirea materialelor rezistente la foc, de exemplu este interzisa folosirea de tavi de plastic pentru cabluri.

3 ENVIRONMENT AND CONSTRAINTS

3.1 Constraints of the site

The CONTRACTOR has estimated all the difficulties of the site of the COMPANY, notably an operational industrial steel making site, to be able to execute the contracted work and the Equipment, object of the contracted work.

He will take into account the constraints generated by the presence of other companies.

He will execute his works, his tests and the commissioning of the Equipment, object of contracted work in such a manner not to interfere with the Company's installation exploitation.

The CONTRACTOR has perfect knowledge of the local and special conditions being able to deal with difficulties, in particular:

- The climate, the weather condition, the action of the wind
- The nature of the terrains
- The general and special corrosion marine atmosphere
- The behaviour in case of "standard micro power breakouts" (amplitude - 30 % of tension duration 300 ms)
- The temperature of electrical rooms
- Electrical and / or magnetic disturbances
- The nearby installations in industrial exploitation

The CONTRACTOR is highly regarded for his good knowledge regarding the future use of the Equipments, object of contracted work, which has to withstand bad weather, different loads and efforts exercised upon him (vibrations, shocks, etc...).

3.2 Elimination of packaging

The CONTRACTOR has to manage the packaging preventively in order to minimize the cost for processing. The execution of contracted works has to integrate the most adequate solutions for the recovery and / or reuse of his packaging.

3.3 Predictive management of expired products

The CONTRACTOR has the obligation to present the best available technologies, at an acceptable price, for

3 MEDIU SI RESTRICȚII

3.1. Restrictii ale locatiei

CONTRACTORUL a estimat toate dificultatile locatiei COMPANIEI, mai ales ale unei locatii in functionare din industria de productie a otelului, pentru a putea executa munca contractata si Echipamentul care fac obiectul lucrarii contractate.

El va lua in considerare restrictiile generate de catre prezenta altor companii.

El isi va executa lucrarile, testele si punerea in functiune a Echipamentului, obiect al lucrarii contractate, intr-o astfel de maniera incat sa nu intervina in exploatarea instalatiei COMPANIEI.

CONTRACTORUL cunoaste la perfectie conditiile locale si speciale si este capabil sa faca fata dificultatilor, mai ales:

- Climatului, conditiilor vremii, actiunii vantului
- Natura terenurilor
- Atmosfera marina generala si speciala de coroziune
- Comportamentul in cazul unor "variatii instantanee de tensiune" (amplitudine – 30% din tensiunea nominala si pe durata de 300 ms)
- Temperatura incaperilor cu aparataj electric
- Perturbatiile electrice si/sau magnetice
- Instalatiile din apropiere aflate in exploatarea industriala

CONTRACTORUL este pe deplin cunoscator in legatura cu folosirea viitoare a Echipamentului obiect al lucrarii contractate, care trebuie sa suporte vremea rea, diferite incarcaturi si eforturi exercitate asupra lui (vibratii, socuri, etc....).

3.2. Eliminarea ambalarii

CONTRACTORUL trebuie sa utilizeze ambalarea preventiva pentru a minimaliza costurile de procesare. Executarea lucrarilor contractate trebuie sa integreze cele mai adecvate solutii pentru recuperarea si/sau re folosirea ambalajului.

3.3. Administrarea anticipativa a produselor expirate

CONTRACTORUL are obligatia de a prezenta cele mai bune tehnologii disponibile, la un pret acceptabil,

the recycling, processing, disposal and evacuation of scrap produced by his Equipment, even when this has expired.

3.4 Elimination of waste

It is forbidden to dispose or burn any kind of liquid, solid or gas waste on the COMPANY's site.

3.5 Recovery of waste

The CONTRACTOR will indicate the waste (solid, liquid or gas) generated by his activity on site. The CONTRACTOR has to take all the necessary measures to comply with the collecting and disposal constraints applied on site.

The pick up and disposal outside the location of the COMPANY of waste produced by the execution of works by the CONTRACTOR is strictly his own responsibility

3.6 Cleanliness of work sites

Prior to the execution of the contracted work, no contradictory inventory is accepted between the COMPANY and the CONTRACTOR.

The acceptance of the area made available to the CONTRACTOR with no remarks from his side signifies that the CONTRACTOR considers that the cleanliness state of this area is satisfactory and allows the start up of works in complete safety.

Any eventual remarks are to be analysed during the meeting for the preparation of contracted work, jointly with the responsible appointed by the COMPANY.

During the execution of contracted work, the CONTRACTOR takes all measures necessary to ensure a permanent cleanliness of his work site and of his access ways.

Bins for waste storage will be made available by the COMPANY, for each type of common waste:

- Iron scrap bins
- Common industrial waste that cannot be reused bins
- Plastic bins
- Grease waste bins
- Cardboards bins

pentru reciclarea, procesarea, eliminarea si evacuarea rebutului produs de Echipamentul lui, chiar si cand acesta este expirat.

3.4. Eliminarea deseurilor

Este interzisa eliminarea sau arderea oricarui fel de lichid, solid sau deseu de gaz in locatia COMPANIEI.

3.5. Recuperarea deseurilor

CONTRACTORUL va indica deseul (solid, lichid sau gaz) generat de activitatea sa in locatie. CONTRACTORUL trebuie sa ia toate masurile necesare pentru a respecta constrangerile de colectare si eliminare valabile in locatie.

Preluarea si aruncarea in afara locatiei COMPANIEI de deseuri produse prin executarea de lucrari de catre CONTRACTOR, cade in responsabilitatea lui exclusiva.

3.6. Curatenia locurilor de munca

Inainte de executarea lucrarii contractate, nu este acceptata o pozitie divergenta intre COMPANIE si CONTRACTOR.

Acceptarea zonei facuta disponibila CONTRACTORULUI fara niciun comentariu din partea lui, inseamna ca CONTRACTORUL considera ca starea de curatenie a acestei zone este satisfacatoare si permite inceperea lucrarilor intr-o siguranta deplina.

Orice comentarii posibile trebuie sa fie analizate in timpul intalnirii pentru pregatirea lucrarii contractate, impreuna cu persoana responsabila numita de catre COMPANIE.

In timpul executarii lucrarii contractate, CONTRACTORUL ia toate masurile necesare pentru a asigura o curatenie permanenta atat a locului de munca cat si a cailor de acces.

Recipienti pentru depozitarea deseurilor vor fi facuti disponibili de catre COMPANIE pentru fiecare tip de deseu obisnuit:

- Recipienti de rebut din fier
- Recipienti pentru deseuri industriale obisnuite care nu pot fi refolosite
- Recipienti pentru plastic
- Recipienti pentru deseuri de lubrifianti
- Recipienti pentru cartoane

- Wood bins
- Rubber bins
- Batch refractory bins

The CONTRACTOR arranges his installations in order to comply with the image of the site (vehicles, clothing, work site premises, arrangement of spaces). After the execution of contracted work, the CONTRACTOR commits to leave the areas and their access ways in a state of cleanliness and arrangement identical to that preceding the execution of works.

By default, the works to restore the initial state of locations which will be executed by the COMPANY will be invoiced to the CONTRACTOR.

3.7 Notification of environmental incident

The CONTRACTOR has to notify the COMPANY systematically and immediately, regarding any environmental incident or accident occurred on his work site and to provide a report analysing the causes.

3.8 Environmental communication

The CONTRACTOR commits to designate an authorised person to communicate with the COMPANY regarding the environment and its related risks. He will transmit to the COMPANY all information communicated to Romanian State's organisations, local communities, media, associations, inhabitants of neighbouring communities,...

3.9 Environmental analysis

The CONTRACTOR commits to conduct jointly with the COMPANY an analysis of environmental impacts and risks and to determine the objectives of discharge limits.

3.10 Supply comprising hazardous products

In case of use or supply of products hazardous for man and environment, the CONTRACTOR will submit to the COMPANY a safety sheet, in compliance with enforced regulatory stipulations.

The CONTRACTOR commits to provide the maximum of information regarding the composition of supplied products, including after their

- Recipienti pentru lemn
- Recipienti pentru cauciuc
- Recipienti pentru amestec de materiale refractare

CONTRACTORUL isi pune in ordine instalatiile pentru a respecta cerintele de aspect ale santierului (vehicule, imbracaminte, zona locului de munca, aranjarea spatiilor). Dupa executarea muncii contractate, CONTRACTORUL se angajeaza sa lase zonele si caile de acces la zonele de munca intr-o stare de curatenie si ordine identice cu ceea ce a fost inainte de executarea lucrarii.

In consecinta, lucrarile de restaurare a situatiei initiale care vor fi facute de catre COMPANIE vor fi facturate CONTRACTORULUI.

3.7. Notificarea unui incident de mediu

CONTRACTORUL trebuie sa notifice COMPANIA sistematic si imediat, in legatura cu orice incident sau accident de mediu care are loc in locul lui de munca si sa furnizeze un raport care analizeaza cauzele.

3.8. Comunicarea legata de mediu

CONTRACTORUL se angajeaza sa numeasca o persoana autorizata pentru a comunica cu COMPANIA in legatura cu mediul si cu riscurile care au legatura cu mediul. El va transmite COMPANIEI toate informatiile comunicate organizatiilor Statului Roman, comunitatilor locale, media, asociatii, locuitorii comunitatilor invecinate,...

3.9. Analiza de mediu

CONTRACTORUL se angajeaza sa realizeze impreuna cu compania o analiza a impactului si riscurilor de mediu si sa determine obiectivele limitelor de eliminare.

3.10. Furnitura care cuprinde si produse periculoase

In caz de folosire sau furnizare de produse periculoase pentru oameni si mediu, CONTRACTORUL va trimite COMPANIEI o fisa de securitate, privind respectarea regulilor in vigoare. CONTRACTORUL se angajeaza sa furnizeze un numar maxim de informatii in legatura cu compozitia produselor furnizate, inclusiv dupa transformarea sau

transformation or use, as well as the means to limit the impact upon environment of concerned products.

The CONTRACTOR will not be allowed under any circumstances to introduce hazardous products on the site, without the explicit approval of the COMPANY. Any modified product is considered a new product. In case the new product is hazardous, the CONTRACTOR has to comply again with the above mentioned stipulations.

The conditions for labelling, packaging and transportation of substances, of certain hazardous preparation and pressurised devices generating aerosols must comply with legal and regulatory prescriptions. It is the responsibility of the CONTRACTOR to comply with enforced regulation related to this aspect.

4 TECHNICAL RULES FOR CONCEPTION, CONSTRUCTION, CALCULATION AND EXECUTION

During all the phases of the contracted work, the CONTRACTOR has to verify on site all dimensions or information comprised by the actual main drawings and to ensure their conformity.

The CONTRACTOR has to make all suggestions to the COMPANY which arise normally and logically from the execution of the contracted work, even in case of omission from this document as well as from the drawings.

4.1 Norms, Regulations and Legislation

The CONTRACTOR has to comply with all enforced norms, rules and regulations (non-exhaustive list) and mainly: :

- Enforced legislation and especially with EC certification
- Enforced norms, technical rules and calculation codes dealing with the following items:
 - Mechanical (Concept/Construction/Calculation/Execution)
 - Electrical (Concept / Construction / Calculation / Execution)
 - Civil work (Concept / Construction / Calculation / Execution)
 - Electromagnetic compatibility

utilizarea acestor produse, cat si mijloacele de a limita impactul asupra mediului a produselor respective.

CONTRACTORULUI nu i se va permite in nicio situatie sa introduca produse periculoase pe santier, fara aprobarea explicita a COMPANIEI. Orice produs modificat este considerat un produs nou. In caz ca produsul nou este periculos, CONTRACTORUL trebuie sa respecte din nou regulile mai sus mentionate.

Conditiiile pentru etichetare, ambalare si transportare de substante, anumite dispozitive sub presiune sau a caror preparare este periculoasa si genereaza aerosoli, trebuie sa respecte reglementarile legale. Este responsabilitatea CONTRACTORULUI de a respecta reglementarile in vigoare care au legatura cu acest aspect.

4 REGULI TEHNICE PENTRU CONCEPTIE, CONSTRUCTIE, CALCULARE SI EXECUTIE

In timpul tuturor fazelor lucrarii contractate, CONTRACTORUL trebuie sa verifice in locatie toate dimensiunile sau informatiile cuprinse in desenele principale existente si sa asigure concordanta lor.

CONTRACTORUL trebuie sa faca COMPANIEI toate sugestiile care rezulta normal si logic din executarea lucrarii contractate, chiar si in caz de omisiune din prezentul document, ca si din desene.

4.1. Norme, Reglementari si Legislatie

CONTRACTORUL trebuie sa respecte toate normele, regulile si reglementarile in vigoare (lista nu este exhaustiva) si mai ales:

- Legislatia in vigoare mai ales legata de certificarea EC
- Normele, regulile tehnice si regulile de calcul in vigoare care au de-a face cu urmatoarele domenii:
 - Mecanic (Concept/Constructie/Calcul / Executare)
 - Electric (Concept/Constructie/Calcul / Executare)
 - Lucrari civile (Concept/Constructie/Calcul/ Executare)

- Explosive atmosphere (ATEX)
- Calculation rules for earthquake, wind, snow, temperature impacts
- Handling equipments (hoist, travelling cranes...)
- Under pressure devices
- Under pressure fluid
- Fire protection

- European and/or International ISO norms
- State of the art technical rules (quality, rationality, aesthetics)
- Concepts and principles related to ergonomics

All above indicated norms and regulations, as well as all effective legislative provisions have to be strictly followed.

4.2 Rules, Instructions and Standards of the COMPANY

The CONTRACTOR has to comply also with the rules, instructions and standards of the COMPANY.

The CONTRACTOR has to follow all recommendations made by the COMPANY, mainly those which are related to the application of the COMPANY'S rules, instructions and standards. The CONTRACTOR has to follow the laws, decisions etc, which are related to the health and safety at work, which are related to the environment and which allow it to reach the obligations regarding the result.

4.3 Protection against corrosion

The CONTRACTOR'S materials and equipments have to be in adequate working state and have to be protected against corrosion. The CONTRACTOR will indicate to the COMPANY, for information, the quality of applied protection.

Unless recommendations are provided in the Technical Specification, the metallic elements to be painted are at least complying with the rules, instructions and standards of the COMPANY, for which the list specific to the concerned project is enclosed in annex.

- Compatibilitate electromagnetica
- Atmosfera explozibila (EX)
- Reguli de calcul pentru cutremur, vant, zapada, impacte ale temperaturii
- Echipamente de manevrare (macara, macara mobila etc.)
- Dispozitive sub presiune
- Fluid sub presiune
- Protectie impotriva incendiilor

- Normele ISO europene si/sau internationale
- Reguli tehnice la ultimul nivel de dezvoltare (calitate, rationalitate, estetica)
- Concepte si principii care au legatura cu ergonomia

Toate normele si regulile pentru domeniile indicate mai sus, cat si toate prevederile legislative aflate in vigoare trebuie sa fie strict respectate.

4.2. Reguli, Instructiuni si Standarde ale COMPANIEI

CONTRACTORUL trebuie sa respecte de asemenea regulile, instructiunile si standardele COMPANIEI.

CONTRACTORUL trebuie sa respecte toate recomandarile facute de catre COMPANIE, mai ales acelea care au legatura cu aplicarea regulilor, instructiunilor si standardelor COMPANIEI. CONTRACTORUL trebuie sa respecte legile, hotararile etc. care au legatura cu securitatea si sanatatea in munca, care au legatura cu mediul si care permit acestuia sa –si atinga obligatiile referitoare la rezultat.

4.3. Protectia impotriva coroziunii

Materialele si echipamentele CONTRACTORULUI trebuie sa fie in buna stare de functionare si trebuie sa fie protejate impotriva coroziunii. CONTRACTORUL va indica pentru informare COMPANIEI, calitatea protectiei aplicate.

Daca nu sunt furnizate recomandari in Specificatia Tehnica, elementele metalice care urmeaza a fi vopsite trebuie sa respecte cel putin reglementarile, instructiunile si standardele COMPANIEI, a carui lista specifica proiectului respectiv este prezenta in anexa.

4.4 Access and footbridges

These accesses and footbridges have to be made in compliance with the rules, instructions and standards of the COMPANY, for which the list specific to the concerned project is enclosed in annex.

4.4.1 Considerations regarding maintenance / exploitation since engineering phase

The CONTRACTOR will ensure all access and footbridges necessary for a good exploitation and a good maintainability of the Equipment, object of the contracted work, by integrating since the engineering phase the environment constraints of the Equipment, object of contracted works, during normal operation and during maintenance stoppage.

Within the TPM (Total Productive Maintenance) approach, the CONTRACTOR will comply with the COMPANY's Instructions "TPM Job list for Contractors" since engineering phase.

4.4.2 Considerations regarding the access security since the engineering phase

In the gas-presence area, scale implementation by the CONSTRUCTOR is not authorised unless with a written approval of the COMPANY. Access on these stairs has to be made possible for a man equipped with an independent Breathing Device.

4.5 Hoisting and handling Equipments

The hoisting and handling equipments which are part of the Equipment, object of contracted work are designed, delivered and installed by the CONTRACTOR, if he has the necessary ISCIR authorizations. If not, these activities will be performed by an authorized sub – contractor, responsibility lying with the CONTRACTOR. They will make the object of an ISCIR certification procedure.

5 RELIABILITY

5.1 General issues

The COMPANY has applied a reliability approach which is organised around the following principles:

- Simple design of Equipments in order to

4.3. Cai de acces si pasarele

Aceste cai de acces si pasarele trebuie sa fie facute in conformitate cu regulile, instructiunile si standardele COMPANIEI, a carui lista specifica respectivului proiect este prezentata in anexa.

4.3.1. Consideratii din faza de proiectare in legatura cu mentenanta / exploatarea

CONTRACTORUL va asigura toate caile de acces si pasarelele necesare pentru o buna exploatare si o buna mentinere in stare de functionare a echipamentului obiect al lucrarii contractate, prin integrarea de la faza de proiectare a cerintelor legate de mediu ale Echipamentului, in timpul operarii normale si in timpul opririi pentru mentenanta. In cadrul abordarii TPM (Mentenata Totala Productiva , CONTRACTORUL va respecta Instructiunile COMPANIEI " Caietul de Sarcini TPM pentru Contractorii" de la faza de proiectare.

4.3.2. Consideratii din faza de proiectare in legatura cu securitatea de acces

In zona cu prezenta de gaz, stabilirea dimensiunilor scarilor de catre CONSTRUCTOR nu este autorizata decat daca are aprobarea scrisa a COMPANIEI. Accesul pe aceste scari trebuie sa fie posibil pentru un om echipat cu un aparat de respirat autonom.

4.4. Macarale si echipamente de manevrare

Macaralele si echipamentele de manevrare care fac parte din Echipamentul obiect al lucrarii contractate, sunt proiectate, livrate si instalate de catre CONTRACTOR, daca detine autorizatiile ISCIR necesare. Daca nu, aceste activitati vor fi realizate de catre un sub – contractor autorizat, responsabilitatea ramanand in continuare a CONTRACTORULUI. Acestea echipamente vor face obiectul unui proceduri de autorizare ISCIR.

5 FIABILITATE

5.1. Probleme generale

COMPANIA a aplicat o abordare de fiabilitate care este organizata in jurul urmatoarelor principii:

- Proiectarea simpla a Echipamentelor pentru a

reduce the number of components and thus improve the reliability.

- Design the Equipments by using existing types of spare parts.
- Design the Equipments by using components already existing as spares parts within the COMPANY.
- Design the Equipments by optimizing the choice of components to increase the M.T.B.F: Main Time between Failure (example: quality of wear lining materials).
- Design the Equipments to obtain the results expected by the COMPANY, in particular with the possibility to have a fast diagnosis and replacement of a failed element, and with the availability of necessary spare parts.
- Conduct an analysis regarding Reliability / Maintainability / Availability / Safety / Environment items when requested.

The CONSTRUCTOR has to be compliant with this reliability approach and to follow the above principles during all his contracted work.

5.2 Determination of availability rates

For a steel making plant operating 24h/24h, such as the site of the COMPANY, any unplanned production stop causes a net loss of production and of the turnover.

Within this context, all means necessary to reach more or less 100% availability of installations have to be applied.

The objectives of the COMPANY are summarised to four main principles:

- Prevent all major failures by adequate engineering.
- Be capable for diagnosis, troubleshooting and restart of the Equipment within a time frame compatible with the criticality matrix.
- Be capable to analyse and solve rapidly the complex breakdown phenomena (where the “modular” replacement did not allow solving the problem) or non-predictive ones.
- Be capable to analyse and solve the repetitive

reduce numarul de componente si astfel a imbunatati fiabilitatea.

- Proiectarea Echipamentelor folosind tipurile de piese de schimb existente
- Proiectarea Echipamentelor folosind componente care exista deja ca piese de schimb in cadrul COMPANIEI.
- Proiectarea Echipamentelor prin optimizarea alegerii componentelor pentru a mari T.M.B.F: Timp Mediu de Buna Functionare (de exemplu: calitatea materialelor de captuseala).
- Proiectarea Echipamentelor pentru a obtine rezultatele asteptate de catre COMPANIE, mai ales posibilitatea de a face un diagnostic rapid al defectului si inlocuirea elementului stricat, si o disponibilitate a pieselor de schimb necesare.
- Realizarea unei analize in legatura cu aspectele de Fiabilitate/ Mentinere in stare de functionare/ Disponibilitate/ Siguranta/ Mediu, atunci cand este ceruta.

CONSTRUCTORUL trebuie sa respecte aceasta abordare de fiabilitate si sa urmeze principiile de mai sus in timpul lucrarii contractate.

5.2. Determinarea procentelor de disponibilitate

Pentru un combinat care produce oțel 24h/24h, cum e și locația COMPANIEI, orice oprire a producției neplanificate cauzează o pierdere netă a producției și a cifrei de afaceri.

În acest context, toate mijloacele necesare de a atinge 100% disponibilitatea instalațiilor trebuie aplicate.

Obiectivele COMPANIEI sunt rezumate la patru principii fundamentale:

- Prevenirea tuturor defectiunilor majore prin proiectarea corespunzătoare.
- Posibilitatea de diagnosticare, depanare și repornire a Echipamentului în cadrul unei perioade de timp compatibilă cu matricea starilor critice.
- Posibilitatea de analiză și rezolvare rapidă a fenomenului de defectiune complexă (unde înlocuirea “modulară” nu a permis rezolvarea problemei) sau a problemelor care nu pot fi anticipate.
- Posibilitatea de analiză și de rezolvare a

breakdown phenomenon (non-compliance with the constraints of the COMPANY regarding the environment of the material, operational hazards or untimely destruction of components which in certain cases of usage were not tested during engineering).

When requested, the CONTRACTOR will establish an analysis regarding Reliability / Maintainability / Availability / Safety / Environment items and in particular the quantitative reliability study for critical sub-assemblies in order to guarantee the compliance with specified objectives.

For an installation operating 365 days per year in 3 shifts x 8 hours, or 8760 hours / year and by allowing planned maintenance stops, we have an actual time for production without planned maintenance stops, of:

$$\blacktriangleright \text{Time}_{\text{actual production}} = 8760 - \text{Time}_{\text{planned stops}}$$

Therefore the **Availability Rate** is calculated in the following manner:

$$\blacktriangleright \text{Availability Rate} = (\text{Time}_{\text{actual production}} - \text{Time}_{\text{tolerated breakdown}}) / (\text{Time}_{\text{actual production}})$$

The availability rate will be measured between the Industrial Commissioning phase and the Reception phase, then between the Reception phase and the end of guarantee period.

6 DOCUMENTS

6.1 Elaboration, Monitoring and Updating of Documents

The CONTRACTOR has the responsibility to edit and update the list of valid documents, marking the date and the revision. This list will be updated for every spread of the new documents to the Company.

6.2 Spreading Method

6.2.1 Method for documents spreading

The CONTRACTOR will submit all the documents to the COMPANY under the form of an electronic file, as well as in paper format, in three copies.

On each key step of the contracted work, the

fenomenului de defecte repetitive (cauzate de nerespectarea impunerilor COMPANIEI in legatura cu mediul materialului, pericolele operationale sau distrugerea prematura a componentelor, care in anumite cazuri de folosire nu au fost testate in timpul proiectarii)

Atunci cand ii este cerut, CONTRACTORUL va stabili o analiza in legatura cu aspectele legate de Fiabilitate/ Mentinere in stare de functionare /Disponibilitate/ Siguranta/ Mediu si in special studiul de fiabilitate cantitativa pentru sub – ansamble critice, pentru a garanta respectarea obiectivelor specificate.

Pentru o instalatie care opereaza 365 de zile pe an in 3 schimburi x 8 ore, sau 8760 ore /an si prin permiterea opririlor de mentenanta planificata, avem un timp real de productie fara opririle de mentenanta planificate, de:

$$\blacktriangleright \text{Timp}_{\text{productie actuala}} = 8760 - \text{Timp}_{\text{opriri planificate}}$$

Astfel **Gradul de Disponibilitate** este calculat in urmatoarea maniera:

$$\blacktriangleright \text{Gradul de Disponibilitate} = (\text{Timp}_{\text{productie realizata}} - \text{Timp}_{\text{defectiuni tolerate}}) / (\text{Timp}_{\text{productie realizata}})$$

Gradul de disponibilitate va fi masurat intre faza de punere in functiune industriala si faza de receptie, apoi intre faza de receptie si sfarsitul perioadei de garantie.

6 DOCUMENTE

6.1. Elaborarea, Monitorizarea si Actualizarea Documentelor

CONTRACTORUL are responsabilitatea de a edita si actualiza lista de documente valide, marcand data si revizuirea. Lista va fi actualizata pentru fiecare difuzare de noi documente catre COMPANIE.

6.2. Metoda de difuzare

6.2.1. Metoda de difuzare a documentelor

CONTRACTORUL va trimite toate documentele companiei atat sub forma unui fisier electronic, cat si pe hartie, in trei copii.

La fiecare etapa cheie a lucrarii contractate, CONTRACTORUL va trimite COMPANIEI un CD

<p>CONTRACTOR will submit to the COMPANY a CD within related documentation in electronic file.</p> <p>The CONTRACTOR will submit the EC (European Certificate) file or the Incorporation Certificate compiled as a single « Acrobat » file.</p> <p>All the schedules will be submitted as electronic file in MICROSOFTS Project format.</p> <p>6.2.2 Method for Drawings spreading</p> <p>The COMPANY will provide, beforehand, his standard title block to the CONTRACTOR, as well as the numbers and / or the numbering ranges for CONTRACTOR drawings.</p> <p>All the drawings submitted by the CONTRACTOR will be provided with the standard title block of the COMPANY, according to a predefined numbering.</p> <p>All the drawings done by the CONTRACTOR will be issued in AUTOCAD Version 2006. The supply of drawings will comprise their 2D format as well as their base to recreate the 3D format.</p> <p>Temporary drawings (for each new revision) and final drawings:</p> <ul style="list-style-type: none">▪ 3 copies in normal paper format▪ 1 copy in A3 paper format▪ Drawings in digital files: 1 digital copy <p>Protocol for drawing exchange:</p> <ul style="list-style-type: none">▪ The COMPANY will provide its drawings:<ul style="list-style-type: none">▶ in 2D,▶ if available in AUTOCAD format▶ on Digital file (CD) and on Paper▪ The drawings issued by the CONTRACTOR will be submitted:<ul style="list-style-type: none">▶ in 2D, with, when exists, their base for the recreation of the 3D format▶ in AUTOCAD format Version 2006,▶ on Digital file (CD) and on Paper <p>7 TRANSPORT AND HANDLING CONDITIONS</p> <p>The transport, delivery and unloading on site are in the scope of the CONTRACTOR.</p>	<p>cu documentatia aferenta in format electronic.</p> <p>CONTRACTORUL va trimite fisierul CE (Certificatul European) sau Certificatul de Incorporare redactate ca un singur fisier "Acrobat".</p> <p>Toate graficele vor fi trimise ca fisier electronic in format MICROSOFT Proiect.</p> <p>6.2.2. Metoda de difuzare a desenelor</p> <p>COMPANIA va furniza CONTRACTORULUI, din timp, antetul standard de titlu cat si codurile si/sau sistemul de codificare pentru desenele CONTRACTORULUI.</p> <p>Toate desenele trimise de catre CONTRACTOR vor fi furnizate cu antetul standard de titlu al COMPANIEI, in conformitate cu o numerotare predefinita.</p> <p>Toate desenele facute de catre CONTRACTOR vor fi emise in AUTOCAD versiunea 2006. Furnizarea de desene va cuprinde formatul 2D cat si baza lor de a recrea formatul 3D.</p> <p>Desenele temporare (pentru fiecare revizuire noua) si desenele finale:</p> <ul style="list-style-type: none">▪ 3 copii in format normal pe hartie▪ 1 copie in format A3▪ Desenele in fisiere digitale: 1 copie digitala <p>Protocolul pentru schimbul de desene:</p> <ul style="list-style-type: none">▪ COMPANIA va furniza desenele sale:<ul style="list-style-type: none">▶ in 2D,▶ daca este disponibil, in format AUTOCAD pe fisier digital (CD) si pe hartie▪ Desenele emise de catre CONTRACTOR vor fi trimise:<ul style="list-style-type: none">▶ in 2D, impreuna cu baza lor pentru recreerea formatului 3D, atunci cand aceasta exista▶ in format AUTOCAD Versiunea 2006,▶ pe fisier digital (CD) si pe hartie <p>7 CONDITII PRIVIND TRANSPORTUL SI MANIPULAREA</p> <p>Transportul, livrarea si descarcarea la punctul de lucru fac parte din scopul CONTRACTORULUI.</p> <p>Livrarea, pe cheltuiala CONTRACTORULUI, este</p>
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<p>The delivery, at the charge of the CONTRACTOR, is DDP “Delivery Duty Paid” on the site of the COMPANY.</p> <p>Whether on the interior or exterior of the site, the CONTRACTOR and his sub-contractors providing transportation services take all measures necessary to execute the contracted work in perfect conditions of cleanliness and safety.</p> <p>The drivers have to comply with the health and safety at work rules of the COMPANY and with the transportation rules of the site. They must use Individual Protection Equipments:</p> <ul style="list-style-type: none">▪ Adequate use of the protective helmet▪ Use of protection boots▪ Use of adequate protection overall▪ Use of goggles according to the locations and the type of delivery;▪ Etc. <p>The access on the site of the COMPANY is forbidden to any non-authorized person as well as to animals accompanying the driver / delivery man.</p> <p>The CONTRACTOR will comply with the special procedures and or instructions requested by the delivery of hazardous products (example: use of anti-acid clothing...).</p> <p>For any transport susceptible to environment pollution, the CONTRACTOR will use adequate vehicle for the transported product (tanks, containers, reservoirs ...).</p> <h2>8 CONFORMITY</h2> <h3>8.1 Handing over of conformity documents</h3> <p>The CONTRACTOR will certify, prior to the industrial commissioning phase, the conformity of his equipments in relation to enforced legislation.</p> <p>In particular, prior to the industrial commissioning phase, he will submit the conformity certificates issued by authorized control organisations as well as the lists of corresponding documentations:</p> <ul style="list-style-type: none">▪ Electrical conformity▪ Conformity of fluid networks▪ Conformity of pressurised installations▪ Conformity of handling, hoisting and	<p>DDP “Datoria de Livrare Platita” in locatia COMPANIEI.</p> <p>Fie in interiorul sau in exteriorul locatiei, CONTRACTORUL si subcontractorii lui care furnizeaza servicii de transport iau toate masurile necesare pentru a executa lucrarea contractata in conditii perfecte de curatenie si siguranta.</p> <p>Soferii trebuie sa respecte regulile de securitate si sanatare in munca ale COMPANIEI si regulile de transport ale locatiei. Ei trebuie sa utilizeze echipamente individuale de protectie:</p> <ul style="list-style-type: none">▪ Utilizarea regulamentara a castii de protectie;▪ Utilizarea bocancilor de protectie;▪ Utilizarea salopetelor de protectie corespunzatoare;▪ Utilizarea ochelarilor de protectie, in functie de locatie si de tipul livrarii;▪ etc. <p>Accesul in locatia COMPANIEI este interzisa oricarei persoane neautorizate cat si animalelor care ar putea insoti soferul/ persoana care face livrarea.</p> <p>CONTRACTORUL va respecta procedurile si/sau instructiunile speciale cerute de livrarea produselor periculoase (exemplu: utilizare imbracaminte anti-acida etc.).</p> <p>Pentru orice transport susceptibil la poluarea mediului, CONTRACTORUL va folosi vehicule adecvate pentru produsul transportat (cisterne, containere, rezervoare etc.).</p> <h2>8 CONFORMITATE</h2> <h3>8.1. Predarea documentelor de conformitate</h3> <p>CONTRACTORUL va certifica, inainte de faza de dare in exploatare industriala, conformitatea echipamentelor lui in legatura cu legislatia in vigoare.</p> <p>Mai ales, anterior fazei de dare in exploatare industriala, el va trimite certificatele de conformitate emise de catre organizatiile autorizate de control cat si listele documentelor corespunzatoare:</p> <ul style="list-style-type: none">▪ Concordanta electrica▪ Concordanta retelelor de fluide▪ Concordanta instalatiilor de presiune▪ Concordanta manevrarii, echipamentele
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- travelling cranes equipments
- Etc....
- EC (European Certificate) conformity and / or Incorporation Certificate

8.2 Validation by an authorised organization

The CONTRACTOR will ensure, on his expense and responsibility and prior to the industrial commissioning, the validation by an authorised organisation of the conformity for Equipment engineering and execution, in compliance with enforced norms and decrees.

The COMPANY has the right to obtain, on its own expense, an additional validation by an authorised organisation for the conformity of contracted work engineering and execution by the CONTRACTOR, in compliance with enforced norms and decrees.

9 INDUSTRIAL COMMISSIONING

The CONTRACTOR is responsible for the Industrial Commissioning of his equipments, especially for the correction of anomalies revealed during the testing period.

He will perform on his own expense, prior to the Industrial Commissioning, the works resulting from observations made by the COMPANY and organisations authorised for conformity control.

The Industrial Commissioning is pronounced by the COMPANY at the end of satisfactory testing of the Equipment, object of contracted work, executed during normal exploitation conditions known to the CONTRACTOR.

The correction of reservations (excepting minor reservations) and the EC conformity certificate and / or Incorporation Certificate are conditions for signing the Industrial Commissioning protocol.

The Industrial Commissioning opens a period of 3 (three) months minimum at the end of which the reception can be confirmed.

During this period, the COMPANY will use the Equipment object of contracted work in normal exploitation conditions, in order to verify the performances of this equipment as compared with the contractually defined performances, expected by the

macarale de ridicare si miscare

- Etc.....
- Conformitatea CE (Certificat European) si/sau Certificatul de Incorporare

8.2. Validare de catre o organizatie autorizata

CONTRACTORUL va asigura, pe cheltuiala si responsabilitatea lui, anterior punerii in functiune industriale, validarea de catre o organizatie autorizata a conformitatii pentru proiectarea si executarea Echipamentului, in conformitate cu normele si decretele in vigoare.

COMPANIA are dreptul de a obtine, pe propria cheltuiala, o validare suplimentara de catre o organizatie autorizata, referitoare la conformitatea cu normele si decretele in vigoare, a lucrarilor de proiectare si executatie realizate de CONTRACTOR in baza contractului.

9. PUNEREA IN FUNCTIUNE INDUSTRIALA

CONTRACTORUL este responsabil de Punerea in Functiune Industriala a echipamentelor lui, mai ales pentru corectarea anomaliiilor aparute in timpul perioadei de testare.

El va efectua pe cheltuiala proprie, anterior Punerii in Functiune Industriala, lucrarile care rezulta conform observatiilor facute de catre COMPANIE si organizatiile autorizate pentru controlul conformitatii. Punerea in Functiune Industriala este pronuntata de catre COMPANIE la sfarsitul testarii satisfacatoare a Echipamentului obiect al lucrarii contractate, testare facuta in conditiile normale de exploatare, cunoscute CONTRACTORULUI.

Corectarea observatiilor (in afara celor minore) si certificatul de conformitate CE si/sau Certificatul de Incorporare sunt conditii pentru semnarea protocolului de Punere in Functiune Industriala.

Punerea in Functiune industriala deschide o perioada de 3 (trei) luni minim la sfarsitul careia receptia poate fi confirmata.

In timpul acestei perioade, COMPANIA va folosi Echipamentul obiect al lucrarii contractate in conditii normale de exploatare, pentru a-i verifica performantele prin comparatie cu performantele definite contractual, asteptate de catre COMPANIE in

<p>COMPANY based on Instructions and on the Technical Specification.</p> <p>Thus, the CONTRACTOR commits to transmit, prior to this use, all exploitation instructions necessary to the COMPANY in order to allow a perfect undertaking of these checks.</p> <h2>10 RECEPTION</h2> <p>By reception it is understood the assessment of the COMPANY related to the compliance of the CONTRACTOR with the contractual obligations.</p> <p>The reception consists in the development of the Performance Test which has to prove that the installation carries out the contractual defined performances.</p> <p>The rules for the development of the performance test are the ones defined in the General Conditions document for CAPEX Purchase (GCCP), which is part of the supply contract.</p> <p>The reception is concluded by a protocol, which is named Provisional Acceptance Certificate (PAC), dated and signed jointly by the CONTRACTOR and the COMPANY which can be set with reservations. The CONTRACTOR commits to eliminate the reservations in the best time possible, within twelve months at the latest after the date of the reception protocol.</p> <p>The elimination of reservations is equally concluded by a protocol, dated and signed jointly by the CONTRACTOR and the COMPANY. The elimination of reservations occurs in principle within twelve (12) months after the reception and it is requested in written by the CONTRACTOR to the COMPANY with a notice of eight days, time during which the CONTRACTOR estimates the works will comply with the present Instructions and the Technical Specifications.</p> <p>For the parts of the Equipment having made the object of reservation, the warranty period will be extended by the duration required to eliminate the reservations.</p> <p>In order to eliminate the reservations within the decided timeframe, the COMPANY reserves the right to execute the works necessary to eliminate the reservations with a company of its choice, on the</p>	<p>baza Instructiunilor si ale Specificatiei Tehnice.</p> <p>Astfel, CONTRACTORUL se angajeaza sa transmita, inainte de aceasta folosire, toate instructiunile de exploatare necesare COMPANIEI, pentru a permite realizarea acestor verificari.</p> <h2>10 RECEPTIE</h2> <p>Prin receptie se intelege aprecierea facuta de COMPANIE in legatura cu respectarea obligatiilor contractuale de catre CONTRACTOR.</p> <p>Receptia consta in derularea Testului de Performanta, care trebuie sa demonstreze ca instalatia realizeaza performantele definite contractual.</p> <p>Regulile de derulare ale testului de performanta sunt cele definite in documentul General Conditions for CAPEX Purchase (GCCP), care este parte a contractului de furnizare</p> <p>Receptia se finalizeaza cu un protocol care are denumirea de Certificat Provizoriu de Acceptanta (PAC), datat si semnat impreuna de catre CONTRACTOR si COMPANIE, care poate sa contina observatii. CONTRACTORUL se angajeaza sa elimine observatiile in cel mai scurt timp posibil, cel mai tarziu in timpul celor doisprezece luni dupa data receptionarii protocolului.</p> <p>Eliminarea observatiilor este in egala masura concluzionata de un protocol, datat si semnat impreuna de catre CONTRACTOR si COMPANIE. Eliminarea obiectiunilor are loc in principal in cadrul celor doisprezece (12) luni dupa receptie,constatarea acestui fapt fiind ceruta in scris COMPANIEI de catre CONTRACTOR, cu o notificare de opt zile, timp in care CONTRACTORUL estimeaza ca lucrarile vor respecta prezentele Instructiuni si Specificatiile Tehnice.</p> <p>Pentru partile Echipamentului care au facut obiectul observatiei, perioada de garantie va fi extinsa cu durata necesara pentru eliminarea observatiei.</p> <p>Pentru a elimina observatiile in cadrul perioadei de timp stabilite, COMPANIA isi rezerva dreptul de a executa lucrarile necesare cu o companie la alegerea ei, pe cheltuielile, riscurile si pericolele</p>
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<p>expenses, risks and dangers of the CONTRACTOR without losing the stipulated penalties or full compensation for sustained damages.</p> <p>After the end of the 12 month period from the reception, a document named Final Acceptance Certificate (FAC) will be signed.</p> <p>To this document, there will be attached all protocols that record the fact that the reservations from PAC were solved.</p> <p>The reception leads to the transfer of risks and property. It represents the starting point of the contractual guarantee.</p> <p>The reception occurs without the loss of other obligations and responsibilities of the CONTRACTOR and rights of the COMPANY. The non-reception due to reasons charged to the CONTRACTOR will allow the COMPANY to use freely the Equipment, without any transfer of risks and property and does not represent the starting point of the guarantee.</p> <h2>11 PROCEDURE FOR QUALITY CONTROL</h2> <p>The COMPANY has a quality approach to which the CONTRACTOR is associated. It is essential that the CONTRACTOR commits to this approach which integrates methods, organisation and tools to be used, in order to progress in the achievement of zero failure targets.</p> <h3>6.1 Quality Plan</h3> <p>The CONTRACTOR has his quality organisation and quality plan specific to the contracted work which he will submit to the COMPANY, for information. This organisation must be maintained until the reception phase. The CONTRACTOR will inform the COMPANY about any modifications brought to this organisation.</p> <p>This Quality Plan, issued by the CONTRACTOR under his entire responsibility, expresses his engagement to achieve the results expected by the COMPANY.</p> <p>This Quality Plan will describe, in particular, the methods applied by the CONTRACTOR to inform regularly the COMPANY about achieved results.</p>	<p>CONTRACTORULUI, fara a anula penalitatile stipulate sau deplina compensare pentru stricaciunile suferite.</p> <p>Dupa terminarea trecerea perioadei de doisprezece (12) luni de la receptie se va incheia un document denumit Certificat Final de Acceptare (FAC).</p> <p>La acest document se vor atasa toate protocoalele care consemneaza rezolvarea observatiilor din PAC</p> <p>Receptia duce la transferul de riscuri si proprietate. Ea reprezinta punctul de pornire a garantiei contractuale.</p> <p>Receptia are loc fara pierderea celorlalte obligatii si responsabilitati ale CONTRACTORULUI si drepturi ale COMPANIEI. Ne-receptionarea din motive taxabile CONTRACTORULUI, va permite COMPANIEI sa foloseasca liber Echipamentul, fara orice transfer de riscuri si proprietate si nu reprezinta punctul de pornire a garantiei.</p> <h2>11. PROCEDURA PENTRU CONTROLUL CALITATII</h2> <p>COMPANIA are o abordare asupra calitatii la care CONTRACTORUL este asociat. Este esential ca CONTRACTORUL sa se angajeze la aceasta abordare care integreaza metode, organizare si instrumente, care sunt folosite pentru a progresa in atingerea tintei de zero avarii.</p> <h3>6.1. Planul de Calitate</h3> <p>CONTRACTORUL are organizarea calitatii si planul de calitate specifice lucrarii contractate, pe care le va prezenta COMPANIEI, pentru informare. Aceasta organizare trebuie sa fie mentinuta pana la faza de receptie. CONTRACTORUL va informa COMPANIA despre orice modificari aduse in organizatia sa.</p> <p>Acest plan de calitate, emis de catre CONTRACTOR sub intreaga lui responsabilitate, exprima angajamentul lui de a atinge rezultatele asteptate de catre COMPANIE.</p> <p>Planul de calitate va descrie, mai ales, metodele aplicate de catre CONTRACTOR pentru a informa regulat COMPANIA despre rezultatele atinse.</p>
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This Quality Plan under no circumstance clears the CONTRACTOR of his obligation for result: thus the CONTRACTOR, notwithstanding the stipulations of this Quality Plan which is only communicated to the COMPANY for information, remains entirely responsible for the improper execution or non-execution of the contracted work.

11.1 Permanence of CONTRACTOR Project Group

The CONTRACTOR commits on the permanence of his project group in order to guarantee the quality of project execution in all its phases.

11.2 Preventive detection of anomalies and Control Plan

The complexity of works and tests to be executed must prompt the CONTRACTOR to think about the means and methods to be applied for the execution on the COMPANY site of a high quality contracted work requiring minimum adjustments.

The CONTRACTOR will establish a control plan to ensure the conformity of his supplies and equipments. This plan will be applied to all phases of the project (engineering, procurement, manufacturing, installation, commissioning, etc...)

It will include in particular:

- Engineering reviews
- Procedures for the quality control of manufacturing
- Procedure for quality control during workshop tests by integrating special controls requested by the COMPANY
- Procedures for quality control of on site installation
- Procedures for tests and commissioning

The CONTRACTOR commits to inform the COMPANY about any anomalies presented by the contracted work and the measures applied for its remediation.

Existenta planului de calitate nu scuteste sub nici o forma CONTRACTORUL de obligatiile lui pentru rezultat: astfel CONTRACTORUL, chiar in conditia existentei prevederilor acestui Plan de calitate, care este comunicat pentru informare COMPANIEI, ramane responsabil pe deplin pentru executarea necorespunzatoare sau ne- executarea muncii contractate.

11.1. Permanenta Echipei de Proiect a CONTRACTORULUI

CONTRACTORUL se angajeaza la permanenta echipei lui de proiect pentru a garanta calitatea executarii proiectului in toate fazele lui.

11.2. Detectarea preventiva a anomaliiilor si Planul de Control

Complexitatea lucrarilor si testelor care urmeaza sa fie executate trebuie sa il faca pe CONTRACTOR sa se gandeasca la mijloacele si metodele care urmeaza sa fie aplicate pentru executarea, in locatia COMPANIEI, a unor lucrari de inalta calitate care necesita ajustari minime.

CONTRACTORUL va stabili un plan de control pentru a asigura conformitatea furniturilor si echipamentelor lui. Acest plan va fi aplicat la toate fazele proiectului (proiectare, aprovizionare, fabricare, instalare, punere in functiune, etc...)

El va include in special:

- Analizele de proiectare
- Procedurile pentru controlul calitatii fabricarii
- Procedura pentru controlul calitatii in timpul testelor de atelier, prin integrarea controalelor speciale cerute de catre COMPANIE
- Procedurile pentru controlul calitatii instalatiei amplasate in locatie
- Procedurile pentru teste si punerea in functiune

CONTRACTORUL se angajeaza sa informeze COMPANIA despre orice anomalii prezentate de lucrarea contractata si mijloacele aplicate pentru remedierea lor.

11.3 Treatment of Anomalies

The eventual anomalies observed since beginning the execution of contracted work, either on the engineering plans or drawings, in the workshops of the CONTRACTOR or on the site of the COMPANY, make systematically the object of an anomaly sheet.

Anomalies and remarks are treated based on the special COMPANY's Instruction. The treatment methods of these anomalies will be specified in the quality plan of the CONTRACTOR.

12 TPM: TOTAL PRODUCTIVE MAINTENANCE

The CONTRACTOR will comply with the COMPANY's Instruction "TPM Job list for Contractors".

12.1 General issues

The COMPANY is committed to the Total Quality approach which is TPM: Total Productive Maintenance as per Japanese Institute for Plant Maintenance.

To practice TPM means to search for the improvement of global performance of the enterprise by eliminating the causes for the losses from within the production systems by applying 5 principles:

- Control of production performance
- Control of new products launching
- Control of processes and products quality
- Control of performances for functional services
- Control of work and environment conditions

The application of these principles is essentially based on the deployment of 8 fundamental pillars.

12.2 Stakes of the approach for the COMPANY

Reinforce the enterprise culture of the COMPANY by a double improvement of its equipments and involvement of its personnel

11.3. Tratatamentul anomaliiilor

Evetualele anomalii observate de la inceputul executarii lucrarii contractate , fie la planurile de proiectare sau desene, fie in atelierele CONTRACTORULUI sau in locatia COMPANIEI, fac sistematic obiectul unei fise de anomalii.

Anomaliile si remarcile sunt tratate bazandu-se pe Instructiunile specifice ale COMPANIEI. Metodele de tratare a acestor anomalii vor fi specificate in planul de calitate al CONTRACTORULUI.

12. TPM: MENTENANTA TOTALA PRODUCTIVA

CONTRACTORUL va respecta Instructiunile COMPANIEI "Caietul de Sarcini TPM pentru Contractorii".

12.1. Probleme generale

COMPANIA se angajeaza la respectarea conceptului Calitatii Totale care este TPM: Mentenanta Totala Productiva asa cum este definit de Institutul Japonez pentru Mentenanta Industriala.

A practica TPM inseamna sa cauti imbunatatirea performantei globale a intreprinderii prin eliminarea cauzelor de pierderi din sistemele de productie, prin aplicarea a 5 principii:

- Controlul performantei productiei
- Controlul lansarii de noi produse
- Controlul proceselor si produselor de calitate
- Controlul performantelor pentru serviciile functionale
- Controlul conditiilor de lucru si de mediu

Aplicarea acestor principii se bazeaza in mod esential pe desfasurarea a 8 piloane fundamentale.

12.2. Mizele abordarii pentru COMPANIE

Consolidati cultura de intreprindere a COMPANIEI prin imbunatatire dubla a echipamentelor sale si implicarea personalului sau.

- Objective: Improvement of the global performance of the COMPANY.

12.3 The 8 fundamental principles

The approach relies on the following pillars:

1. Systematic elimination of loss causes
2. Autonomous maintenance
3. Planned maintenance
4. Improvement of operational competences
5. **Control of the conception of new products and equipments**
6. Control of product quality
7. TPM in the functional services
8. Control of labour, security and environment conditions

The COMPANY's project, in which the Equipment object of the contracted work is included, is completely in line with the 8 fundamental pillars and especially with the 5th pillar.

13 CONDITIONS OF EXECUTION

13.1 Conditions of execution

The CONTRACTOR will adapt the workers hour schedule in order to follow the contract planning.

In the special case of works performed during stoppages (planned maintenance or specific stop) the works may be executed in shifts.

The hour schedules will be compliant with shifts hours of the COMPANY:

- Post 1: 06h30 – 14h30
- Post 2: 14h30 – 22h30
- Post 3: 22h30 – 06h30.

The Security Certificates will be delivered by the COMPANY after the eventual consignment of concerned equipments, according to the requirements of the CONTRACTOR. After each intervention, the CONTRACTOR will assist in the correct start up of the concerned installation. Therefore his permanence on site is mandatory.

It is possible that other Companies will intervene simultaneously on the work site.

- Obiectiv: Îmbunătățirea performanței globale a COMPANIEI.

12.3. Cele 8 principii fundamentale

Abordarea se bazează pe următoarele piloane:

1. Eliminarea sistematică a cauzelor de pierdere
2. Mentenanță autonomă
3. Mentenanță planificată
4. Îmbunătățirea competențelor operaționale
5. **Controlul concepției de noi produse și echipamente**
6. Controlul calității produsului
7. TPM în serviciile funcționale
8. Controlul condițiilor de muncă, securitate și mediu

Proiectul COMPANIEI, în care Echipamentul obiect al muncii contractate este inclus, respectă pe deplin cele 8 piloane fundamentale și mai ales al 5 –lea pilon.

13. CONDITII DE EXECUTIE

13.1. Conditii de executie

CONTRACTORUL va adapta programul orar al lucrătorilor astfel încât să respecte planificarea din contract.

În cazul special de lucrări care sunt efectuate în timpul opririlor (mentenanță planificată sau oprire specifică) lucrările pot fi executate în schimburi.

Programele vor respecta orele schimburilor COMPANIEI:

- Schimbul 1: 06h30 – 14h30
- Schimbul 2: 14h30 – 22h30
- Schimbul 3: 22h30 – 06h30

. Autorizația de lucru va fi semnată de COMPANIE și accesul la lucru va fi permis după aducerea echipamentelor care fac obiectul intervenției în conformitate cu cerințele CONTRACTORULUI. După fiecare intervenție, CONTRACTORUL va asista la pornirea corespunzătoare a respectivei instalații. De aceea, permanența lui în locație este obligatorie.

Este posibil ca alte societăți să intervină simultan în locul de muncă.

13.2 Sub-contracting on site

The CONTRACTOR is not allowed to sub-contract his contracted work, without the prior written agreement of the COMPANY. In any case, the CONTRACTOR remains the sole responsible for the proper execution of sub-contracted works.

However, the CONTRACTOR will have to transmit to the COMPANY the list of sub-contractors, which he considers to involve for making interventions on site, before making a firm order to them. The sub-contractors selected by the CONTRACTOR are not allowed to intervene on site unless with the written agreement of the COMPANY. The CONTRACTOR will have to, amongst other, communicate to the COMPANY the contract(s) for sub-contracting, within the price exclusion.

The CONTRACTOR will inform the COMPANY about the eventual modifications of those contracts.

Without the prior written agreement of the COMPANY, the CONTRACTOR forbids his sub-contractors to sub-contract works as well. He passes on to his sub-contractors, as well as to their eventual sub-contractors whatever the level of sub-contracting, the overall of his obligations included in his scope and is responsible, in particular, for the verification of qualifications, abilities and accreditations of his personnel and of his sub-contractor(s).

If the decision to sub-contract is taken prior to the start up of the work site, the sub-contractor has to issue his own health and safety plan. If this decision is taken after the start up of work site, the sub-contractor is not allowed to start his works except after the elaboration of his own health and safety plan.

13.3 Supervision and Coordination

The CONTRACTOR will ensure during the entire period of execution of the contracted work, for himself and his sub-contractors:

- The supervision and control of the proper realisation and use of his equipments and of his sub-contractors
- The participation to review and coordination meetings organised by the COMPANY

13.2. Sub-contractarea in locatie

CONTRACTORULUI nu i se permite sa sub-contracteze lucrarea, fara acordul scris anterior al COMPANIEI. In orice caz, CONTRACTORUL ramane singurul responsabil pentru executarea corespunzatoare a lucrarilor sub-contractate.

Totusi, CONTRACTORUL va trebui sa transmita COMPANIEI lista cu sub-contractori, pe care el considera sa ii implice pentru a face interventii in locatie, inainte de a le face o comanda ferma. Sub-contractorii selectati de catre CONTRACTOR nu li se permite sa intervina in locatie decat daca au acordul scris al COMPANIEI. CONTRACTORUL va trebui, printre altele, sa comunice COMPANIEI contractul (contractele) pentru sub-contractare.

CONTRACTORUL va informa COMPANIA despre eventualele modificari ale acelor contracte.

Fara acordul scris anterior al COMPANIEI, CONTRACTORUL le interzice deasemenea sub-contractorilor sai sa sub-contracteze lucrarile. El transfera la sub-contractorii lui, cat si eventualilor sub – contractori ai lor, oricare ar fi nivelul de sub – contractare, totalul obligatiilor incluse in scopul lui si este responsabil, mai ales, pentru verificarea calificarilor, abilitatilor si acreditarilor personalului sau si a sub – contractorilor sai.

Daca decizia de a sub – contracta este luata anterior pornirii lucrarii in locatie, sub – contractorul trebuie sa intocmeasca planul propriu de securitate si sanatate. Daca aceasta decizie este luata dupa pornirea lucrarii in locatie, sub – contractorul nu ii este permis sa inceapa lucrarile lui decat dupa elaborarea planului propriu de securitate si sanatate.

13.3. Supraveghere si Coordonare

CONTRACTORUL va asigura pentru el si pentru sub – contractorii sai, pe toata durata perioadei de executie a lucrarii contractate:

- Supravegherea si controlul realizarii corespunzatoare precum si folosirea echipamentelor sale si a sub – contractorilor sai
- Participarea la intalnirile de analiza si coordonare organizate de catre COMPANIE

according to the rhythm defined by the COMPANY

- The coordination of his interventions and those of his sub-contractors

13.4 Caretaking, Security

The CONTRACTOR ensures the caretaking and security of his material, including on the premises of the COMPANY. It is his responsibility to keep his material in an operational state until the reception phase.

13.5 Energies

The energy supply necessary for the proper execution of contracted work will be in the scope of the CONTRACTOR.

However, the COMPANY may, **if considered possible**, provide to the CONTRACTOR certain energies, such as electricity and/ or compressed air.

In this case the CONTRACTOR will be bound to comply with the following conditions:

13.5.1 Electrical network

- The CONTRACTOR will supply his electrical cabinets and cubicles for the worksite as well as the entire downstream distribution required to ensure the execution of contracted work.
- The COMPANY will make the connection with its networks after receiving a conformity certificate issued, on the expense of the CONTRACTOR, by an authorized organisation.

13.5.2 Compressed Air

The COMPANY will define beforehand the compressed air outlets made available to the CONTRACTOR.

The CONTRACTOR will ensure that the tools using the Compressed Air network pertaining to the site of the COMPANY are in a good technical condition and tightened correctly.

Most of all, he will make sure not to consume in an excessive manner this Compressed Air, in order not to decrease the pressure of the network of the COMPANY.

in conformitate cu ritmul definit de catre COMPANIE

- Coordonarea interventiilor sale si cele ale sub – contractorilor sai

13.4. Ingrijirea, Securitatea

CONTRACTORUL asigura ingrijirea si securitatea materialului sau, inclusiv in interiorul COMPANIEI. Este responsabilitatea lui de a mentine materialul sau intr-o stare operationala pana la faza de receptionare.

13.5. Energii

Furnizarea energiei necesare pentru executarea corespunzatoare a lucrarii contractate va fi in sarcina CONTRACTORULUI.

Totusi, COMPANIA ar putea, **daca se considera posibil**, sa furnizeze CONTRACTORULUI anumite energii, cum ar fi electricitatea si/sau aerul comprimat. In acest caz CONTRACTORUL va fi nevoit sa respecte urmatoarele conditii:

13.5.1. Reteaua electrica

- CONTRACTORUL va furniza dulapurile si panourile lui electrice pentru locul de munca cat si pentru intreaga distribuire din aval, cerute pentru a asigura executarea lucrarii contractate.
- COMPANIA va face conexiunea cu reseaua sa dupa primirea unui certificat de conformitate emis, pe cheltuiala CONTRACTORULUI, de catre o organizatie autorizata.

13.5.2. Aer comprimat

COMPANIA va defini din timp punctele de livrare a aerului comprimat facute disponibile CONTRACTORULUI.

CONTRACTORUL se va asigura ca, consumatorii care folosesc reseaua de aer comprimat apartinand COMPANIEI sunt intr-o stare tehnica buna si sunt conectati fara pierderi.

Mai ales, se va asigura ca acesti consumatori sa nu consume intr-o maniera excesiva acest aer comprimat, pentru a nu scadea presiunea retelei COMPANIEI.

13.6 Site accommodations

The CONTRACTOR may foresee, in agreement with the COMPANY, the installation of a « bungalow » on the « Site Accommodations area » of the work site.

The COMPANY, **within available limits**, will provide the CONTRACTOR with a space within the Site Accommodation area, according to his needs.

The COMPANY will prepare the area as it follows:

- Clean and levelled terrain.
- The existence in the area of a TOP to the Sewage network for waste waters.

- The existence of a TOP to the Electrical network 220 V~ available on worksite cabinet of the COMPANY situated in the area
- The existence in the area of a TOP pipe for potable water from the COMPANY'S pipe

- The existence of global lighting of the area
- The existence of spaces reserved for first aid in case of accidents
- Common parking for all Companies
- Installation of bins common for all Companies for the collection of each type of waste.

The CONTRACTOR will communicate to the COMPANY:

- A layout for his Site Accommodations with offices, locker rooms, showers, WC, mess halls, storage rooms, parking.
- The number of electrical supplies and their respective power.

The CONTRACTOR will provide in his scope:

- The installation of his Site Accommodations
- The safety of premises (access, materials security, fire protection, etc...)
- The connection to potable water supply lines and to the sewage network for waste water.

- The installation of his electrical network, the electrical connection of his cabinets from different outlets
- The reception by an authorised organisation of his assembly of electrical installation.

13.6. Dotarile locatiei

CONTRACTORUL poate prevedea, cu aprobarea COMPANIEI, instalarea unei “organizari de santier” in “Zona destinata Organizarilor de Santier a Locatiei” a locului de munca.

In limitele disponibilitatii, COMPANIA va furniza CONTRACTORULUI un spatiu in cadrul Zonei destinata Organizarilor de Santier a Locatiei, in conformitate cu nevoile sale.

COMPANIA va pregati zona dupa cum urmeaza:

- Teren curat si nivelat.
- Existenta in zona a unui punct de conectare la reseaua de canalizare pentru apele uzate.

- Existenta unui punct de conectare la reseaua electrica 220V~ a COMPANIEI disponibilă in zona de lucru.
- Existenta in zona de lucru a unui punct de preluare a apei potabile din conducta COMPANIEI.

- Existenta iluminatului general in zona.
- Existenta spatiile rezervate pentru primul ajutor in caz de accidente.
- Parcare comuna pentru toate societatile.
- Instalare de recipiente comune pentru toate societatile in vederea colectarii fiecarui tip de deșeu.

CONTRACTORUL va comunica COMPANIEI:

- Un plan pentru Organizarea sa de Santier cu birouri, vestiare, dusuri, WC, sali de masa, depozite, parcare.
- Numarul de alimentari electrice si puterea acestora.

CONTRACTORUL va asigura in scopul sau:

- Instalarea Organizarii sale de santier
- Securitatea zonei (acces, paza materiale, protectie impotriva incendiilor, etc.)
- Conectarea la reseaua de furnizare a apei potabile si la reseaua de canalizare pentru apele uzate menajere.
- Instalarea retelei lui electrice, conectarea panoului sau electric de alimentare la punctul de preluare a energiei electrice din zona
- Receptionarea de catre o organizatie autorizata a ansamblului sau de instalatii electrice.

The COMPANY will supply the electrical power only after receiving a request in this respect from the CONTRACTOR.

The CONTRACTOR will have responsibilities related to:

- The adequacy of the potable water installation, of the electricity installation and of the waste water evacuation installation
- The tidiness and cleaning of his premises
- The compliance with enforced health and safety at work rules of the CONTRACTOR, with the Internal rules of the COMPANY
- Selective sorting of his waste

13.7 Storage areas

At the request of the CONTRACTOR, the COMPANY may make available storage area(s), **within its possibilities.**

In case the availability of storage area(s) is considered possible, the CONTRACTOR will provide to the COMPANY the layouts related to the storage of his different supplies, in order for the COMPANY to be able and ensure him the respective area(s).

The COMPANY may ensure the availability, always within its possibilities, of covered area(s) (bay, storage rooms, etc...) for the material indicated by the CONTRACTOR as being sensible.

No lifting and handling equipments (car, overhead crane, crane, elevators, etc...) will be made available to the CONTRACTOR which takes in his charge the transportation, loading and unloading of his materials and equipments.

The protection of the storage area(s), the security of premises, the security and fencing of the interior or exterior of this (these) area(s) will be in the scope of the CONTRACTOR.

The CONTRACTOR will ensure the state of cleanliness of this (these) storage area(s) and will dispose of his packaging after sorting, in the respective waste bins.

COMPANIA va furniza energia electrica doar dupa primirea unei solicitari in acest sens de la CONTRACTOR.

CONTRACTORUL va avea responsabilitati referitoare la:

- Corectitudinea instalatiei de consum a apei potabile, a retelei de consum a energiei electrice si a instalatiilor de evacuare a apei uzate menajere.
- Ordinea si curatenia in zona.
- Concordanta reglementarilor de securitate si sanatare in munca in vigoare ale CONTRACTORULUI cu reglementarile interne ale COMPANIEI.
- Sortarea selectiva a deseurilor in zona.

13.7. Spatii de depozitare

La cererea CONTRACTORULUI, COMPANIA poate face disponibil(e) spatiu(ii) de depozitare, **in limita posibilitatilor sale.**

In cazul in care este/sunt disponibil(e), spatiul(iile) de depozitare, CONTRACTORUL va furniza COMPANIEI planurile sale legate de depozitarea diferitelor furnituri, pentru ca COMPANIA sa poata sa ii asigure respectiva(ele) zone(e).

In limita posibilitatilor sale, COMPANIA poate asigura spatiu(ii) de depozitare acoperit(e) (hala, depozite, etc.) pentru materialul indicat de catre CONTRACTOR ca fiind sensibil.

Niciun echipament de ridicare sau manevrare (masina, pod rulant, macara, lifturi, etc..) nu va fi facut disponibil CONTRACTORULUI, care se angajeaza sa realizeze cu mijloace proprii transportul, incarcarea si descarcarea materialelor sale si a echipamentelor.

Protectia spatiului(lor) de depozitare, securitatea zonei, securitatea si imprejmuirea interiorului si exteriorului acestui (acestor) spatiu(ii), vor fi in sarcina CONTRACTORULUI.

CONTRACTORUL va asigura starea de curatenie a acestui (acestor) spatiu(ii) de depozitare si va depune ambalajele dupa sortare, in recipientele pentru deseuri.

13.8 Pre-fabrication areas

At the request of the CONTRACTOR, the COMPANY may make available pre-fabrication areas, **if considered possible:**

The Following will be in the scope of the Company:

- Clean and levelled terrain
- Availability of an electrical power outlet necessary for the CONTRACTOR, **if possible.**

The CONTRACTOR will provide in his scope: :

- Area delimitation (confinement) marking and signalling
- The arrangement of the terrain according to his needs
- The protection means for his personnel and his equipments

13.9 Access

The access into the COMPANY is possible by roads and rails.

Access by navigation route is available until the river harbour of ROMPORTMET belonging to the COMPANY.

The CONTRACTOR, accompanied by the personnel of the COMPANY will assess the sizes and obstacles.

14 SPARE PARTS – FIRST PRIORITY PARTS – EVOLUTION

14.1 Determination of spare parts and first priority parts

The CONTRACTOR will address to the COMPANY a proposal for the spare parts pertaining to the contracted work. In any case, the final list will be validated by the COMPANY after receiving the detail engineering of the CONTRACTOR for the Equipment object of contracted work, under the reservation to make modifications until the end of the guarantee period.

The proposal of the CONTRACTOR will comprise a justified offer for the determination of spare parts necessary for the start up, the management and the maintenance of the Equipment object of contracted work, in order to comply with the availability requested by the Installation.

13.8. Zonele de pre – fabricare

La cererea CONTRACTORULUI, COMPANIA poate face disponibile zone de pre-fabricare, **daca se considera posibil:**

Urmatoarele responsabilitati revin COMPANIEI:

- Asigurarea terenului curat si nivelat
- Asigurarea alimentarii cu energia electrica necesara pentru CONTRACTOR, **daca este posibil.**

CONTRACTORUL va asigura in scopul sau:

- Delimitarea (inchidere, intarcuirea), marcarea si semnalizarea zonei.
- Aranjamentul terenului in conformitate cu nevoile lui.
- Mijloacele de protectie pentru personalul si pentru echipamentele sale.

13.9. Acces

Accesul in COMPANIE este posibil pe drumuri si cai ferate.

Accesul prin ruta de navigatie este disponibila pana la portul fluvial al ROMPORTMET apartinand COMPANIEI.

CONTRACTORUL, insotit de personalul COMPANIEI va evalua dimensiunile si obstacolele.

14. PIESE DE SCHIMB – PIESELE DE PRIMA DOTARE – EVOLUTIE

14.1. Determinarea pieselor de schimb si a pieselor de prima dotare

CONTRACTORUL va adresa COMPANIEI o propunere pentru piesele de schimb care apartin lucrarii contractate. In orice caz, lista finala va fi validata de catre COMPANIE dupa primirea detaliilor de executie ale CONTRACTORULUI pentru Echipamentul obiect al lucrarii contractate, cu posibilitatea de a face modificari pana la sfarsitul perioadei de garantie.

Propunerea CONTRACTORULUI va cuprinde o oferta justificata pentru determinarea pieselor de schimb necesare pentru pornire, managementul si mentenanta Echipamentului obiect al lucrarii contractate, pentru a respecta disponibilitatea ceruta de Instalatie.

The list will be established by integrating:

- The criticality of functions and sub-functions of the Equipment,
- The lifetime measured or calculated of Equipment sub-assemblies or components,
- The duration for the repair of Equipment sub-assemblies or components.

14.2 Availability of spare parts

The spare parts will be manufactured and / or procured in order to be made available to the COMPANY during the start up of the installation until the end of the guarantee period. They have to evolve based on the modifications made by the CONTRACTOR on installed equipment, during the guarantee period.

Within the reduction of its need for rotation stock, the COMPANY is open to any solution allowing the rapid availability of spare parts at the most correct price.

Three types of solutions may be considered:

- The spare parts remain the property of the CONTRACTOR and are invoiced to the COMPANY (or to a third party) when they are consumed:
 - ▶ Spare stock of the CONTRACTOR advanced in the COMPANY premises.
 - ▶ Proposal of the CONTRACTOR for a contract regarding the maintenance of the installation, for a determined period of time, by integrating the availability of spare parts.
 - ▶ Spare parts stocked in the CONTRACTOR premises.
- Spare parts purchased by a third party:
 - ▶ Purchase of spare parts by the company holding the contract for the maintenance of the Equipment, object of contracted work, on the site of the COMPANY.
- Spare parts purchased by the COMPANY:
 - ▶ At the end of the guarantee period, one year after reception,
 - ▶ Afterwards, within the time frame of the option negotiated to the main order.

Lista va fi stabilita prin integrarea:

- Analiza criticalitatii functiilor si a sub – functiilor Echipamentului,
- Durata de viata masurata sau calculata a sub – ansamblelor sau componentelor Echipamentului,
- Durata reparatiei sub – ansamblelor sau componentelor Echipamentului.

14.2. Disponibilitatea pieselor de schimb

Piese de schimb vor fi produse si/sau procurate pentru a putea fi facute disponibile COMPANIEI din momentul pornirii instalatiei si pana la sfarsitul perioadei de garantie. Ele trebuie sa modifice in conformitate cu modificarile facute de catre CONTRACTOR la echipamentul instalat, in timpul perioadei de garantie.

In vederea reducerii nevoii de reconstituire a stocului in caz de consum, COMPANIA este deschisa la orice solutie care permite disponibilitatea rapida a pieselor de schimb la cel mai corect pret.

Trei tipuri de solutii ar putea fi luate in considerare:

- Piese de schimb raman proprietatea CONTRACTORULUI si sunt facturate COMPANIEI (sau unei terta parti) atunci cand sunt consumate:
 - ▶ Stocul de piese al CONTRACTORULUI este localizat in COMPANIE.
 - ▶ Propunerea CONTRACTORULUI pentru un contract in legatura cu mentenanta instalatiei, pentru o perioada de timp determinata, prin integrarea disponibilitatii pieselor de schimb.
 - ▶ Piese de schimb sunt stocate la CONTRACTOR.
- Piese de schimb cumparate de o terta parte:
 - ▶ Cumpararea de piese de schimb de catre compania care detine contractul pentru mentenanta Echipamentului obiect al lucrarii contractate, si detinerea lor in locatia COMPANIEI.
- Piese de schimb cumparate de COMPANIE:
 - ▶ La sfarsitul perioadei de garantie, la un an de la receptie,
 - ▶ Dupa aceea, la termenul negociat prevazut in contractul principal.



<p>14.3 Evolution</p> <p>The CONTRACTOR guarantees the inter-operability of spare parts in case of evolution during the execution of contracted work and in this respect he will make the modifications of parts already delivered, until the reception phase.</p>	<p>14.3. Evolutie</p> <p>CONTRACTORUL garanteaza inter – operabilitatea pieselor de schimb in cazul modificarii acestora in timpul executarii lucrarii contractate, si pentru aceasta el va face, pana la faza de receptie, modificarile pieselor de schimb deja livrate.</p>