

SC2 CONFIRMATION OF COMPLIANCE/COMMITMENT STATEMENT

SC2 | F11 | Issue 3 | Date: Aug 2013



MSM Contracts Ltd in compliance with statutory obligations under various Orders, Acts, Regulations and Codes of Practice notify you that the following requirements must be fulfilled before any of your bona fide personnel, visitors or persons acting on your behalf can be permitted access to any of MSM Contracts Ltd construction sites. Throughout the duration of your work on site, compliance and performance will be monitored.

1. You will be required to produce your insurances and show that they are current and sufficient to allow you to carry out the work tendered for prior to commencement.
2. Any changes or revocations regarding insurances must be notified immediately to MSM Contracts Ltd.
3. You must inform MSM Contracts Ltd of any RIDDOR accidents or Improvement, Prohibition or Prosecution action taken against your company within the three year renewal period of approved status.
4. You will ensure all reportable accidents, dangerous occurrences and diseases are reported to HSENI and MSM Contracts Ltd will be provided with copies of all such reports.
5. In the event of an accident to an employee or a subcontractor, you will immediately notify the incident to your insurers in writing and provide MSM Contracts Ltd with a copy of the covering letter.
6. You agree that you will provide appropriate supervision to include all safety and health inspections required during your works.
7. You will agree to discipline any of your employees if they are observed to be working unsafely at any times.
8. You will be required to produce evidence of H&S competency such as Safe-T-Cert accreditation / OHSAS 18001 etc.
9. Site specific Risk Assessments and Method Statements are to be provided to the Contract Manager/Site Management team before commencement on site. You or your delegated supervisor must explain your method statement and associated risk assessments to all operatives/employees before undertaking any works on site. As work progresses you will update RA's & MS's, as required.
10. You are required to inform the Contract Manager of any risks created by your work, which may impact upon others.
11. You should satisfy yourself that you are aware of all known existing and potential risks that may arise during construction.
12. Your personnel and anyone visiting the site at your request or on your behalf are to be supplied by you with PPE Personal Protective Equipment and informed that they will be required to wear as a minimum a safety helmet, high visibility clothing and safety footwear with protected toe cap and sole together with any other PPE that may be required to carry out the task safely.
13. You agree that any PPE supplied by MSM Contracts Ltd to your staff will be contra charged at an enhanced rate if not returned.
14. The wearing of clothing such as football shirts or display of other items, which could cause offence, is strictly forbidden.
15. It is your responsibility to inform all new persons who require entry to the construction site that they must report to the MSM Contracts Ltd representative on site and undergo 'Site Induction' (15 to 20 min), receive site rules, agree to comply and also attend 'Toolbox Talks' (20 to 30 min) or any other site safety orientated sessions arranged by MSM Contracts Ltd.
16. Your personnel or others acting on your behalf to be competent, trained and hold current Construction Skills Register (CSR), or equivalent, approved card relative to their area of work. Operatives will be required to carry their card whilst on site and will be required to produce them at Site Induction.

SC2 CONFIRMATION OF COMPLIANCE/COMMITMENT STATEMENT

SC2 | F11 | Issue 3 | Date: Aug 2013



17. If you intend to sub-let any part of the work awarded to you, the Contract Manager for MSM Contracts Ltd must be informed, provided with details and given adequate notice to enable the necessary information to be acquired and checks undertaken before MSM Contracts Ltd approval is granted.
18. If you engage a subcontractor you will ensure that they comply fully with all relevant health and safety legislation and any more specific requirements specified by MSM Contracts Ltd.
19. Plant, machinery, equipment etc. supplied by, hired by or used by you must comply with the Provision and Use of Work Equipment Regulations (NI) (PUWER), Lifting Operations and Lifting Equipment Regulations (NI) (LOLER) and any other relevant statutory obligation and have a current Report of Thorough Examination Of Lifting Equipment, where appropriate.
20. All portable electrical appliances must be tested in compliance with the regulations and have a dated approved sticker attached or be accompanied by a valid certificate. All electrically powered tools must be 110 volt or battery operated.
21. 240-volt tools are strictly forbidden.
22. You are required to provide the MSM Contracts Ltd site representative with COSHH Control of Substances Hazardous to Health data sheets and assessments for all substances before use
23. You will be required to comply with all MSM Contracts Ltd procedures or client imposed procedures e.g. Hot Work Permits etc and ensure that all flames, naked lights, smouldering substances etc will be suitably extinguished before leaving site.
24. Craneage – lifting equipment supplied by you, the subcontractor, or others acting on your/subcontractor's behalf to be operated by a competent person under the instruction/supervision of a competent appointed person and working with a slinger/banksman to an approved Safe System of Work. Compliance with PUWER, LOLER and BS 7121 are strict requirements.
25. Rubbish – Waste. MSM Contracts Ltd impose a 'Clear It As You Create' policy in order to maintain a safe working environment free from slips, trips and fire hazards etc. It is a requirement that your staff or others working on your behalf keep their work area clean and tidy at all times. The MSM Contracts Ltd cost of clearing waste created and not cleared by you will be contra charged.
26. Report defects and hazards to the MSM Contracts Ltd Site Supervisor immediately.
27. MSM Contracts Ltd requires all personnel acting on your behalf to adhere to our Environmental Policy and associated control procedures. This policy will be made available in all site offices, or from administration personnel.
28. NON-COMPLIANCE with your legal obligations or with any of MSM Contracts Ltd requirements may result in the immediate termination of your contract.

THE ABOVE LIST IS NOT EXHAUSTIVE

I on behalf of
(PRINT NAME) (Signature)

Agree to abide by the above commitments and provide all details and information requested.

Date