

ANNEX – 1

CONTRACTOR COMPANY RESPONSIBILITY AND RULES TO BE OBEYED

Contractor is obliged to fulfill responsibilities which were undertaken due to contract in return or contract price within contract. Regarding with subjects which should be done under contractor company commitment, Contractor is obliged to exactly obey all liabilities determined by Labor code, Occupational health and Safety Legislation special instructions, rules belonging to TÜRASAŞ and issues which are mentioned below.

1. Price Offer

- 1.1.. Contractor will not make any price increase request by asserting any kind of price increase which may arise after date of tender and signing contract.

2. Personnel

2.1. Contractor will have minimum 1 technical personnel who will be fully authorized and responsible in each shift in TÜRASAŞ. Contractor company official will represent company with complete authority, authorization certificate of contractor company official who is in manager status will be given to TÜRASAŞ. Contractor company manager who is appointed as official will establish contact by TÜRASAŞ officials for works within scope of contract and will be responsible for executing works without interruption. Contractor company personnel will work in works which are specified in this specification except management task. Written or verbal notification which is made to contractor company official by TÜRASAŞ will be deemed to be made to contractor company on same day. Correspondent of contractor official will be control committee for any kind of control operations and will be TÜRASAŞ Regional Directorate of Eskişehir Wagon factory directorate for any kind of work which is subject matter of tender.

2.2. Personnel to be employed by contractor company will have quality to perform works which are defined in specification and will not have physical and psychological disability which may preclude it to do defined activities. Personnel younger than 18 years old will not be employed.

2.3. . Contractor company will take workplace record before SGK regarding with this work. Contractor will take SGK workplace register no from Eskişehir SGK Provincial directorate before starting to work and will present all personnel to be employed as insured from here.

2.4. . Contractor will give list of personnel to be employed for performing works which are subject matter of contract to TÜRASAŞ Regional Directorate of Eskişehir Security Guard Directorate, and Relevant Factory directorate (Locomotive Factory) in written form. Changes related to personnel list will be notified to TÜRASAŞ on same day and updated list will be given to TÜRASAŞ.

2.5. Contractor will not employ TÜRASAŞ active personnel while performing work which is subject matter of tender.

2.6. Together with start of work, contractor will give list of personnel to be employed, copies of identity card to TÜRASAŞ. SGK workplace statement indicating SGK workplace register also good standing certificate to be taken from Public Prosecutors Office, certificate of residence, İŞKUR certificate, SGK card and health report regarding that employee can work in heavy and dangerous works, graduation diploma, two portrait photographs to TÜRASAŞ Regional Directorate of Eskişehir Maintenance and Auxiliary Production Factory Directorate before starting to work. In the event that there is personnel change or additional employment, list and document for personnel

name who started to work to TÜRASAŞ before starting to work.

2.7. Contractor is obliged to supply photographed identity card with photo which was taken within last 6 month which will be placed into collar of workers to be employed.

2.8. Unauthorized walk around of contractor company personnel except specified working location, occupying company personnel in workplaces are strictly prohibited.

2.9. Contractor company will not employ who are allocated to TÜRASAŞ in other work at outside of working hours.

2.10. At every 5th day of month, regarding with worked month, contractor will add bank receipt that it has deposited workmanship rights of employed employees to bank and paid, statement regarding with SGK premium and SGJ unemployment insurance premiums, document regarding that SGK premiums and SGK unemployment premiums for previous month are paid.

2.11. Contrary will make facultative financial liability insurance with 319 (three hundred and nineteen) fold of gross minimum wage per accident for injury and death and with 106 (one hundred and six) fold of gross minimum wage per accident for injury and death for each personnel to be employed. One copy of implemented insurance policy will be delivered to TÜRASAŞ before start of work.

2.12. Contractor is liable to individually pay compensations which are mentioned in this specification and it can not revoke to TÜRASAŞ and can not claim any right or receivables under any name from TÜRASAŞ. It agrees and accepts that it has waived from aforementioned right and receivables in advance.

2.13. Contractor company and personnel to be employed have to TÜRASAŞ rules and workplace and work order. It will not give harm to vehicle, facility and material which are supplied by TÜRASAŞ: Provisions related to Service Works General Specifications will be applied.

2.14. All expenses related to safety and protection precautions for company employees will belong to contractor company.

2.15. Contractor is responsible to close all valves, buttons related to compressed air, electricity, water and steam and other equipments which are used in TÜRASAŞ Regional Directorate of Eskişehir paint shop and other workshops safely at the end of work. Otherwise contractor will meet all material damages which may occur.

3. Occupational Health and Occupational Safety

3.1. Contractor company has to obey Labor code no 4857, Occupational Health and Safety No 6331 and Social Security and General Health Insurance Law No 6331 and all legislations, regulations, and communiqué based on these laws, TÜRASAŞ Occupational Health and Safety Instructions during its works.

3.2. Contractor has to take all kind of precautions for preventing occupational accident and disease in works and workplaces which are allocated to them without requiring any warning or correspondence, to obey rules which are applied in workplace, to maintain all kind of tools and equipments, to make available in workplace, to provide them to be used by employees and to give training to its employees regarding with this issue. Otherwise all kind of penal and legal responsibility which may arise due to relevant provisions of Social Insurances Code or Occupational accident and occupational diseases which may arise due to employing unlicensed worker or carelessness will belong to contractor. Also

expenses for treatments to be made for worker who suffer from accident, damages to give to worker who became disabled after accident, or right owners of deceased worker and compensations to be paid to third parties due to fire or accident will belong to contractor company. All kind of penalty, payment which will be given by Social Security Institution to TÜRASAŞ will be revoked to contractor company and contractor company will meet these damages.

3.3. Contractor company is liable to obey any kind of warnings to be made by TÜRASAŞ regarding with occupational health and safety HSE and fulfill all requirements. Applicable HSE legislations will be exercised unconditionally, personal protective equipments will be supplied by contractor company and will be delivered to employees by official record and one copy of record will be delivered to TÜRASAŞ officials. Contractor will supply personal protective equipments accordingly with Personal Protective Equipment which will be suitable and sufficient to protect workers against all kind or hazards and will provide workers to use them. Workclothes with contractor company emblem will be worn continuously by workers during working hours and people will not walk within company without working uniform.

3.4. Contractor company will supply following items accordingly with seasonal conditions with model and type to be deemed as suitable by TÜRASAŞ accordingly with occupational health and safety such that it will provide distinction between Contractor company employees and TÜRASAŞ employees: if season is summer: 1 (one) set summer (jacket+trouser) overall, if season is winter 1(one) (jacket+trouser) overall 1(one) raincoat, 1(one) leather vest, 1 protective helmet 1(one) leather snow cap, 1 (one) steel toed shoe) and will be liable to provide its employees to use it. Contractor can not make any deduction from wages of its employees for Work clothes which should be maintained within scope of work which should be done by contractor, occupational safety items and similar tools

3.5. Accordingly with Social Security and General health Insurance Law no 5510 Occupational accidents will be notified to SGK within maximum 3(three) business days. Also occupational accidents and near miss incidents will be reported and notified to TÜRASAŞ:

3.6. Contractor is obliged to take all precautions in occupational health and safety legislation. Contractor company will be sole responsible for occupational accident which employees of contractor company may suffer. Contractor company is liable with supplying occupational health and safety material/equipment to be used by contractor company employees. TÜRASAŞ will not allow work of personnel who does not take said precautions or do not use occupational safety materials which are given to personnel.

3.7. TÜRASAŞ will be able to inspect contractor regarding with Occupational health and safety subjects and will be able to give instructions regarding with these subjects. Contractor company will fulfill both written and verbal instructions to be given by TÜRASAŞ without delay and without making objection.

4. Personnel entrance-exit card

4.1. Card which will maintain control by PKDS will be given to contractor personnel regarding with entrance and exit to TÜRASAŞ Regional Directorate of Eskişehir, these cards will be debit to contractor company, card price will be collected from company in the event that card is lost, worn or was not returned when personnel quits work. These cards will be placed at left collar of worker during entrance to company. Employee without card will not be allowed to work and insurance register no will be written over card

4.2. Contractor company will notify leave- rest status of its own employees everyday until 8:30 to TÜRASAŞ Regional Directorate of Eskişehir Wagon Factory Directorate.

5. Working Hours

5.1. Working hours will be in two shift every day 07.00-17.00 and 17.00 and 24.00 on weekdays. Works which are subject matter of tender which are possible to be done on day time will be made in daytime shift and works which could not be done on daytime will be made in night shift. Working hours can be changed provided that weekly 45 hours is not exceeded. In the event that TÜRASAŞ changes working hours of its own personnel or change is made accordingly with work. Contractor company personnel will obey working hours change.

5.2. When Contractor company employees are desired to be employed by TÜRASAŞ except working hours or days or in extraordinary cases, number of people to be employed will be notified to contractor company. Contractor will make desired to personnel to work within shortest time period and will employ them.

5.3. . CONTRACTOR will deliver a list indicating name of personnel to be employed and working hours to TÜRASAŞ Regional Directorate of Eskişehir Guard Security Directorate and Wagon factory directorate and will act accordingly with Guard and Security Regulations. In the event that work will be done except working hours and days of TÜRASAŞ, permission certificate indicating working hours will be taken from TÜRASAŞ Regional Directorate of Eskişehir security directorate and relevant factory directorate.

6. Force Majeure

6.1. War, earthquake, big fire flood disaster, mobilization, strike and as well as cases which are recognized by legal legislation which will prevent performance of undertaking which is subject matter of contract will be considered as force majeure provided that they are directly related to subject matter of agreement.

7. Penal Requirements

7.1. In the event that contractor does not perform works accordingly with technique and obey provisions of contract, TÜRASAŞ will make notification for works which are found to be done as nonconformingly with technique and will award sufficient period. In the event that failure is not remedied within given time period, it will be unilaterally authorized to make described work to be left. TÜRASAŞ is entitled to cancel agreement and record guarantee as revenue and perform remaining works.

7.2. . In the event that contract is cancelled for this reason with such manner, contractor company can not claim any rights or damages from TÜRASAŞ:

7.3. Relevant articles of Regulation Regarding With Service Procurement Tenders Practices and Law no 4734 will be valid for cancellation of work.

8. Precautions regarding with Occupational Safety and Other Issues

8.1. Contractor company will tale all kind of occupational safety precautions within legislation for protecting personnel against occupational accident. Contractor company will be responsible for paying all kind of damages and losses and expenses regarding with treatments for occupational accident victim personnel due to failing to take necessary precautions at area in and around worksite.

8.2. Contractor is liable with timely taking all kind of necessary safety precautions without requiring any notification or warning and teach procedure and remedies regarding with accident to personnel. All kind of responsibility which may arise due to this reason will belong to contract. Contractor will be responsible for all accidents which may occur during performance of undertaking due to negligence or disobedience, incautiousness and employing unlicensed personnel or accident which may occur due to any reason.

8.3. All responsibility will belong to contractor in the event that personnel and manager regarding with personnel suffers accident within or around organization and injured and lose their life.

8.4. Contractor company is liable with paying damages to employee in the event that employed personnel is injured and disabled while performing work or to pay damage to legal inheritors in the event of death but in the event that courts give judgment to pay higher judgment according to general provisions, it will be liable to pay this higher amount of damages.

9. Other Provisions

9.1. Contractor company officials will be respondent and responsible from technical staff of employees which are employed by contractor company.

9.2. Address which is notified by contractor company to TÜRASAŞ will be considered as residence address and all kind of notification will be made to this address.

9.3. Contractor personnel will immediately replace personnel in the event that TÜRASAŞ is not pleased from personnel employed by TÜRASAŞ (incompetent, misbehavior).

9.4. Contractor will not change personnel unless there is compulsory reason.

9.5. In the event that plant, machine equipments within workshop where contractor performs works are damaged due to usage failure and/or human failure, repair and replacement will be under responsibility of contractor. This repair and renewal work will be made as being loyal to original. Approval should be taken from control organization if original case is not obeyed or modernizations is deemed to be proper.

9.6. Contractor personnel have to obey all kind of warning, sign and texts having warning nature within borders of TÜRASAŞ

9.7. Contractor company will insure all employed personnel and will deliver monthly insurance premium regarding with insured personnel which are declared to Social Security Organization, 4 month insurance premium payroll and copy of monthly Social Insurance Security support premium payroll which is approved by Social Insurance Organization to TÜRASAŞ Head of Financial Affairs Department.

9.8. Contractor will present documents regarding that it has deposited insurance premiums and that it does not have insurance premium debts to TÜRASAŞ. It is compulsory to deposit insurance premiums with amount of worked days. However monthly insurance premiums will be deposited completely (30 days) for personnel who work continuously.

9.9. Responsibility regarding with employee recruitment, payment employee rights, dismissal of workers and other subjects accordingly with social security organizations legislation will belong to contractor and administration will not be deemed as responsible regarding with these issues.

- 9.10.** . Contractor company will be sole responsible for all damages which will arise due to social security institution legislation and will be requested referring to employer.
- 9.11.** Works of contractor will be inspected by control board.
- 9.12.** Contractor is liable to fulfill legal and social security rights of employed personnel .
- 9.13.** Contractor will issue an official record mentioning type, quantities and serial no of tools and equipments to be used during entrance and exit to TÜRASAŞ and will deliver one copy of this official record to TÜRASAŞ Regional Directorate of Eskişehir Guard and Security branch directorate. All kind of addition and change regarding with relevant tools and equipments will be updated by CONTRACTOR over official records and will be notified to Guard and Security Branch directorate.
- 9.14.** TÜRASAŞ is not responsible from food and accommodation expenses of contractor personnel. However if requested lunch and dinner can be given from TÜRASAŞ Regional Directorate of Eskişehir dining hall in return for price.
- 9.15.** Contractor will notify any kind of request to TÜRASAŞ in written form and request will be evaluated by TÜRASAŞ and will reply contractor within 3 business days.
- 9.16.** Contractor company will be liable with obeying provisions of regulation which is mentioned in provisions in regulation about making change in regulation regarding with offsetting and payment of insurance premiums from progress payment and return of performance bond which entered into force by resolution of council's of ministry dated 16.06.1989 no 89-14263
- 9.17.** Contractor company will obey TÜRASAŞ Emergency action plan in possible emergency cases. And assistance may be taken from relevant units of TÜRASAŞ regarding with issue.
- 9.18.** Contractor is solely obliged to pay damages which are mentioned in this specification and can not revoke to TÜRASAŞ and can not claim any right or receivables under any name. It agrees and accepts that it waive from aforementioned right and receivables in advance.