

CONTRACTOR MANAGEMENT PLAN-V01

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CONTRACTOR MANAGEMENT PLAN-V01

PURPOSE SCOPE

This Plan has been developed in accordance with SPV policies, with the commitments undertaken by SPV in the ESA, with Turkish regulatory framework, with IFC Performance Standards, IFC EHS General and Sector Specific Guidelines, EBRD Performance Requirements, OPIC Environmental and Social Policy Statement and EDC.

The purpose of this procedure is to set forth the methods for the Subcontractors affiliated with Gama-Türkerler for the management of the work they undertake from the beginning to the completion, for the description of the recruitment and dismissals of their personnel, for the follow-up of their papers and documents, and for the elimination, reporting and intervening with shortcomings.

APPLICATION

This Plan applies to the Project Construction phase only. It applies to construction work activities under the control of SPV, of EPC and to all KIP employees.

DEFINITIONS

Kocaeli or SPV:	Kocaeli Hastane Yatırım ve Sağlık Hizmetleri A.Ş.
Kocaeli Integrated Health Campus Project (or "KIP" or simply "Project"):	Kocaeli Integrated Health Campus Project, being executed by SPV or its affiliates
EPC Contractor (or simply EPC):	Türkerler – Gama Kocaeli Adi Ortaklığı & Gama Türkerler Dubai
Site Management:	All key managerial roles involved in the Construction Site management, mainly referring to the EPC Contractor's personnel
Environmental and Social Management System (ESMS)	The complete set of documents (including but not limited to: policies, manuals, plans, procedures, work instruction and records) developed to address, manage, monitor, audit and review the environmental, social, health and safety aspects of the KIP, aimed at mitigating potential ESHS risks and impacts and improving ESHS performance
Guidelines to EPC Contractor	Guidelines to EPC for the development of its own ESMS and associated EPC Contractor Procedures appropriate to the nature and scale of the Project are contained in SPV ESMS documentation. SPV ESMS documentation, identify also minimum requirements and specific responsibilities for EPC Contractor in line with the EPC contract
Construction Site:	The Construction Site includes all areas impacted in any manner by the construction activities.
Environmental and Social Management Plans (ESMPs)	Plans issued by SPV addressing significant Environmental and Social aspects (as identified in the ESA) by defining specific management methods, mitigation measures, monitoring activities, reporting, auditing and review.

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EPC Contractor Procedure A procedure to be prepared by EPC, to be used by EPC to describe how the mitigation and monitoring measures/actions outlined in SPV ESMPs are actually implemented

ACRONYMS

KİP	Kocaeli Integrated Health Campus Project
SPV	Kocaeli Hastane Yatırım ve Sağlık Hizmetleri A.Ş.
Golder	Golder Associates Turkey Ltd. Şti.
BAT	Best Available Technology
EBRD	European Bank for Reconstruction and Development
EDC	Export Development Canada
EHS	Environmental, Health and Safety
EPC	Engineering Procurement and Construction
EPRP	Emergency Preparedness and Response Plan
ES	Environmental and Social
ESHS	Environmental, Social Health and Safety
ESA	Environmental and Social Assessment
ESMP(s)	Environmental and Social Management Plan(s)
ESMS	Environmental and Social Management System
ESAP	Environmental and Social Action Plan
EU	European Union
GHG	Greenhouse Gas
GIIP	Good International Industry Practice
HS (or OHS)	(Occupational) Health and Safety
IFC	International Finance Corporation
IFC, EBRD WA GN	Workers' accommodation: processes and standards A guidance note by IFC & EBRD
ISO	International Organization for Standardization
KPI	Key Performance Indicators
OHSAS	Occupational Health and Safety Assessment Scheme
OPIC	Overseas Private Investment Corporation
PR	Performance Requirement (issued by EBRD)
PS	Performance Standard (issued by IFC)
QRA	Quantitative Risk Analysis
SEP	Stakeholder Engagement Plan
WHO	World Health Organization

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1.0 PURPOSE

The purpose of this procedure is to set forth the methods for the Subcontractors affiliated with Gama-Türkerler for the management of the work they undertake from the beginning to the completion, for the description of the recruitment and dismissals of their personnel, for the follow-up of their papers and documents, and for the elimination, reporting and intervening with shortcomings

2.0 SCOPE

This procedure is implemented at all workplaces belonging to Gama-Türkerler. In particular this document is to set forth the methods for the Subcontractors affiliated with Gama-Türkerler for the management of the work they undertake in compliance with EBRD Performance Requirements (EBRD PRs), IFC Performance Standards (IFC PSs), compliance with Project HR Policy, ESMP,ESAP,EHS, other Plans linked to ESMP and National Laws and regulations.

3.0 CONTRACTOR SELECTION / CONTRACT SIGNING AND CONTRACTOR COMPLIANCE WITH EBRD PR1 / PR2 AND IFC PS1 & PS2

Contracts and Sub-Contracts should include provisions of compliance with Project HR ('Human Resource') Policy, ESMP ('Environmental Social Management System'), ESAP ('Environmental Social Action Plan'), EHS ('Environment, Health and Safety') and other Plans linked to ESMP to ensure compliance with the EHS requirements to manage the environmental and social risk and adhere to mitigation measures and actions identified and set out in the ESMP and ESIA.

The works in the project are split into the packages determined according to the project work schedule and lists of the firms to quote for the packages in question are drawn. These lists include the firms with which Gama and Türkerler Holding had worked previously and which have proven their adequacy as well as the firms which pass the prequalification phase and which are assessed to be capable of performing the work through a market research.

The proposal package is simultaneously sent to the firms in the list. The proposal package contains the following documents:

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- Draft subcontractor contract;
- Technical specifications;
- The scope of the work;
- On-site inspection summary (without price);
- Drawings.

The proposal dossiers received from the firms must include at least the following documents:

- Tender Documents;
- The certificate of activity from a Chamber of Commerce or Chamber of Industry and the certificate from the related trade association (issued at least within the last four months);
- In case of a real person, the certificate of membership to a Chamber of Commerce and/or a Chamber of Industry or a Chamber of Tradesmen and Craftsmen or to the relevant Trade Association within the year in which the first announcement or tender is made;
- In case of a legal person, the certificate of membership to a Chamber of Commerce and/or a Chamber of Industry within the year in which the first announcement or tender is made;
- Notarized copies of Trade Registry Gazette, showing all changes made from the establishment of the firm to the day on which the bid is placed;
- Notarized circulars of signature for the people who are authorized to represent the firm, in case of a legal person, or for the real person, in case of a legal person;
- Notarized statement of signature, in case of a real person;
- In case of a legal person, the Trade Registry Gazette showing the most recent status of the partners, members or founders of the legal person as well as the officials working at the management of the legal person, and if this information cannot be found in a Trade Registry Gazette in entirety, the relevant Trade Registry Gazette issues showing all this information or other documents about this information and notarized circular of signature of the legal person;
- If the document submitted as proof of work experience belongs to the partner having more than half of the shares of the legal person, a document showing that this requirement has been fulfilled for one year since its issuance and which was issued after the first

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announcement date by the trade registry offices of Chambers of Trade and Industry / Chambers of Commerce or by a certified public accountant or a public accountant;

- Bid Unit Prices and Unit Price Analysis;
- On-site Inspection Tables with Kuruş Details;
- Annexes (if any);
- Bank Reference Letters, obtained after the tender announcement date;
- The Financial Statement Sheet for the previous year and the Income/Turnover Statements for the last three years, approved by the Tax Office;
- The list of references and Work Completion Certificates for the works completed during the last 10 years;
- The list of the staff to be employed and their CVs;
- The list of the machinery and equipment to be used in the work and their technical specifications;
- The Work Program and the Cash Flow Program;
- The statement of work place visit;
- Trail balance for the year end of the previous year;
- CPA-approved balance sheet / income statement;
- The Social Security Institution (SSI) receipt of discharge;
- The Tax Office receipt of discharge.

The bids from the firms are evaluated and the firm with the best bid is awarded with the contract and the contract signature phase commences. The economically most advantageous bid is determined by taking into consideration its price as well as other factors. Bearing in mind the nature of the tendered work, such factors as operation and maintenance costs, cost-effectiveness, efficiency, quality and technical value, and duration can be identified as non-price factors.

4.0 WORKPLACE DELIVERY AND ESTABLISHMENT OF WORKSITE FACILITIES

Following the signature of the Contract, the Employer will deliver the workplace to the Contractor within a week so that the Contractor can commence with the assembly at the Worksite. The Contractor will build the fixed facilities, the worksite building, warehouse, and similar structures

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required for the work on the locations selected by the Contractor and endorsed by the Employer and supply the power, water distribution and waste water networks which will be used until the Final Acceptance. The Employer will place the main power distribution panels at certain points near the building. The patch cords and workmanship needed to connect power to power tools, welding machines, vibrators, etc. will belong to the Contractor. The Contractor is responsible for protecting, and ensuring the security of, the Contractor's tools, facilities, materials, machinery and equipment and the property of the Contractor's staff. In addition, all sorts of manufactured goods belonging to the Works, Facilities, the materials, installations, equipment, etc., delivered to the Contractor, will be safeguarded by the Contractor until the Temporary Acceptance Date. If the Works or any part of them are occupied by the Employer before the Temporary Acceptance, they will be safeguarded by the Employer starting from this date.

5.0 TECHNICAL STAFF AND ORGANISATION

The Contractor will assign the minimum technical staff specified in the Contract to the Worksite. If the Employer does not consider the Contractor's control over the works and the Contractor's performance regarding the work quality and rate as satisfactory, and if the Employer requests the staff in question to be replaced or reinforced and/or the work amount to be increased as required by the program, the Contractor will fulfill these requests immediately without asking for additional charge.

The Contractor will submit the Organization Chart which fulfills the criteria set forth in Contract related to the Works and its annexes to the Employer's approval within 3 (three) days following the signature of the Contract.

Upon the signature of the Contract, the Contractor will notify a duly appointed Worksite Manager who meets all legal requirements and all notifications and transaction about whom have been properly made to the Employer in writing.

Within 3 (three) days following the signature of the Contract, the Contractor will furnish to the Employer a notarized power of attorney by which the Contractor authorizes the Worksite Manager for an indefinite period to represent and bind the Contractor in all matters related to the Contract.

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The Contractor will submit the notarized Worksite Manager's Covenant, prepared in compliance with the format given about the Worksite Manager in charge of the Works to be undertaken to the Employer during the signature of the Contract, and at the same time, will declare the person in question as the Worksite Manager to the Social Security Institution (SSI) under the scope of the Contract and document such declaration to the Employer within 7 (seven) days following the signature of the Contract.

Other terms and conditions regarding the occupational health and safety staff to be employed and/or assigned by the Contractor within the context of occupational health and safety are set forth in the Occupational Health and Safety and Environmental Plan.

6.0 OCCUPATIONAL HEALTH AND COCCUPATIONAL SAFETY

The Contractor will comply with the laws, bylaws, regulations, communiques as well as directives and instructions passed in connection with laws concerning the Occupational Health and Safety (OHS).

The Contractor is required to take all sorts of measures defined in the laws, bylaws and regulations on the Occupational Health and Safety as necessary for ensuring the Occupational Health and Safety at the Workplace, and keep all sorts of equipment and materials which may be needed in this context and ensure that the equipment and materials in question are used properly. All sorts of occupational safety equipment and materials to be used by the Contractor will be procured by the Contractor and the Employer will not recompense the Contractor for these costs. The Contractor is required to inform the Contractor's employees of all sorts of measures taken as regards the Occupational Health and Safety based on the risk analysis the Contractor conducts, to give the necessary training on this matter, to warn the employees about the occupational risks they face, and to continuously monitor if these measures are heeded and Personal Protective Materials are used.

The Contractor is responsible for conducting risk analysis about the works to be performed as well as their construction methodology and notifying them to the Employer. The Contractor's partners are responsible for the accidents that may occur in the worksite.

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6.1 Occupational Health and Safety and Environmental Protection Measures

The Contractor is liable for taking all sorts of occupational health measures needed at the Workplace as well as measures to prevent environmental pollution in a timely manner, employ trained employees and staff, and comply with the provision of the Laws, Bylaws and Regulations on the Occupational Health and Safety and the provisions of other OHS legislation in force and the requirements of the environmental law and other applicable environmental legislation. The Contractor shall comply with the commitments made in the Environmental Impact Assessment or Environmental and Social Impact Assessment reports and their annexes which the Employer and the Employer's partners have prepared in compliance with the Turkish legislation or the procedure, standards and criteria of International Institutions and Organizations (European Union, World Bank, International Finance Corporation [IFC], European Investment Bank, OPIC, etc.) Otherwise, the Contractor will be responsible for all sorts of accidents and indemnities directly against the Employer and third parties and the relevant departments and institutions. The Contractor does not have the right of recourse to the Employer in connection with this responsibility.

The Contractor is responsible directly against the Employer and third parties and the relevant departments and institutions for all sorts of accidents and indemnities which may occur during the performance of the Works and/or assembly, unloading, loading, horizontal or vertical transport and stacking, regardless of the fact that Employer's facilities, machinery, equipment with or without an operator, devices, materials, or other means are used. The Contractor does not have the right of recourse to the Employer in connection with this responsibility.

The Contractor will be responsible for undersigning a letter of undertaking for implementing the "Occupational Health and Safety - Environmental Plan" for the works and Contractor's all employees (including subcontractors and suppliers) and complying with the provisions of this letter of undertaking.

The Contractor is liable for notifying any occupational accidents that occur at the Workplace to the Security Authorities in question and to the relevant Institutions in writing and within due time using the form and procedures required by those institutions.

The Contractor is required to create a Workplace Health Unit which will provide first aid, emergency treatment and preventive health services at the Workplace and employ Workplace Physician for the duration set forth in the legislation depending on the hazard class and the number of employees or obtain this service from an authorized Joint Health and Security Unit in compliance with laws and regulations.

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The Contractor may obtain services from the Workplace Physician, Health Personnel and/or Workplace Health Unit, provided by the Employer at the Workplace, for the prices and terms and conditions set by the Employer.

The Contractor is required to established a Work Safety Unity which will perform the services of ensuring the work safety measures, determining the measures that need to be taken for the prevention of occupational accidents and diseases and monitoring their implementation and assign a Work Safety Expert with the class based on the nature and hazard degree of the Workplace (Class A or, until July 2016, Class B) on a part-time or full-time basis for the duration stated in the legislation and inform the Employer in writing. The Contractor is also required to keep at the Workplace one or more occupational safety engineers or technicians on a full-time basis depending on the number of employees as well as auxiliary (support) personnel for occupational safety in sufficient numbers. Upon the signature of the Contract, the Contractor will notify the OHS Officer assigned as per article of the Occupational Health and Safety and Environmental Protection Plan annexed to the Contract to the Employer in writing (with the letter of undertaking attached), and this officer will start to work only after approval from the Employer.

The instruction the Employer gives in writing or verbally about the elimination of the deficiencies detected during the Employer's inspections in this regard will be promptly fulfilled by the Contractor.

The Contract agrees in advance to replace these personnel in line with the requests of the Employer or Employer's officers.

The Contractor is required to comply with the legislation on the Occupational Health and Safety as well as all measures taken by the Employer in this regard. All responsibility in these matters belongs to the Contractor.

The Employer will set up a Work Safety organization in compliance with the Occupational Health and Safety. The Work Safety unit to be established by the Contractor will be part of this organization and the Contractor agrees in advance to pay the Contractor's share of the costs arising from this organization.

The Contractor will be directly answerable to the inspecting authorities and officials in the inspections related to the Occupational Health and Safety.

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6.2 Workplace Health Unit

The Employer may create a "Workplace Health Unit" with a view to securing a healthy and safe working environment at the Workplace, identifying the measures needed to prevent health and safety risks and carry out preventive services and performing the services of implementing and monitoring these measures. In case the Employer establishes such a health unit, the Contractor will obtain health services for the Contractor's employees including the recruitment examination (provided that the Contractor concludes a contract with the Workplace Physician and Health Personnel assigned by the Employer in the form and for the duration in compliance with the legislation).

The Contractor will not employ the people who are under 18 years of age, who are illiterate and who do not submit the Health Report for Heavy and Dangerous Work. For the employees who will work at night and at high elevations, the Workplace Physician will add the notes, "Can work at night" or "Can work at high elevations," to their health reports.

If the Employer observes any breach of the legal and/or contractual liabilities concerning occupational health and safety by the Contractor or any of the Contractor's Subcontractors and/or any employee of the Contractor or the Subcontractor dies or is seriously wounded in an occupational accident or causes such an accident regardless of whether the Contractor is faulty, all guarantees of the Contractor will be immediately turned into cash and registered as revenue as penalty.

7.0 TRANSFER OF COMMITMENT AND SUBCONTRACTING

The Contractor cannot transfer the commitment partially or fully to someone or assign Subcontractors for the Work without written approval from the Employer. In case of written approval, the Contractor will not allow the Subcontractor to commence with the work before submitting the Subcontracting Contract made by and between the Contractor and the Subcontractor as per the Subcontracting Regulations for the Project to the Employer and without obtaining written permission and approval of the Employer for the contract between the Contractor and the Subcontractor.

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The Contractor cannot assign the rights and receivables under this Work. The Contractor cannot carry out the Work by proxy or cannot change the partnership structure.

The Employer will not deal with the Contractor's Subcontractors and the Contractor will be fully liable for all activities and works and employees of the Subcontractors. If the Employer is not satisfied with the performance of the Employer-sanctioned Subcontractors or observes that they fail to comply with their liabilities regarding occupational health and safety or that they breach any provision, regardless of it being related to the essence of the work, the Employer may ask for the termination of the contract with the Subcontractors. The Contractor is required to fulfill this instruction within 3 days and the Contractor is directly responsible for any liability or payment that may arise in this respect and the Contractor continues to be jointly and severally liable for the cases that may be traced back to the Subcontractor.

In case the Contractor employs Subcontractors, the Contractor will ensure that the Subcontractors comply with the provisions of the laws, bylaws and regulations related to the Occupational Health and Safety. The Contractor is jointly and severally liable for the consequences of all events caused by the Subcontractors in this regard.

8.0 LIABILITIES OF THE CONTRACTOR TOWARD THIRD PARTIES

The Contractor will assume the full responsibility for the Works since the Work Commencement Date (including damages to the Employer's Members and Representatives and Third Parties) as well as the responsibility of the temporary buildings and materials brought to, or built at, the Workplace, for the purposes of the works.

All responsibility toward Third Parties belongs to the Contractor for the works the Contractor assumes and undertakes to perform in advance.

The Contractor is responsible for the damages to the works or its parts due to the Contractor's or Subcontractors' activities during the performance of the Work or in any case and for the damages and losses that may occur during the construction, dismantling or displacement of the works or their parts during such activities, including damages to the Third Parties.

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The Contractor is responsible (directly or indirectly) toward the Employer and Third Parties for the losses and damages done to people and/or property due to defective workmanship, defective materials and similar reasons. The Contractor will cover all sorts of claims, demands, costs, fees and expenses as well as compensations in this scope.

The Contractor is responsible for any physical or material damage to any person or property, including the Contractor's and Employer's personnel as well as compensation thereof during the duration of the commitment. The Contractor will pay the compensations for the damages and losses to the property of the Employer or Third Parties as well as physical damages and indemnify and hold the Employer harmless against these incidents.

9.0 THE CONTRACTOR'S RESPONSIBILITIES

- a) The Contractor will perform the Work in compliance with the terms and conditions of the Contract, with full diligence and intent and in accordance with all annexes. The Contractor will provide the Contractor's Equipment needed for the Contractor's equipment, materials and facilities and to perform the Contractor's responsibilities as set forth in the Contract.
- b) The Contractor will perform the Works as specified in the approved plans and drawings.
- c) The Contractor will be responsible for all Temporary Works under the Contract.
- d) By submitting the bid, the Contractor acknowledges that the Contractor is fully informed about the possibilities of performance of the Works indicated in the Contract as well as the general conditions at the Workplace and other conditions and circumstances which may affect the Contract price and has set the price accordingly. The Contractor is responsible for any misunderstanding, wrong judgment or misinformation.
- e) Before proceeding with the production, the Contractor will prepare a Construction Methodology in the format given by the Employer for the production and submit it for the Employer's approval.
- f) The Contractor will be responsible for the adequacy, stability and safety of all works and construction methods related to the Works under the Contract, both inside and outside the Workplace.

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- g) The Employer's checking or not checking any data provided by the Contractor or the Employer's any view, rejection, approval or re-approval about it will not acquit the Contractor of the Contractor's liabilities arising from or out of the Contract. However, the Contractor will not be held responsible provided that the Employer is warned in writing if the data in question are provided for, changed or modified by the Employer.
- h) The Contractor will perform any modification or correction which may be needed due to any defect, contradiction, deficiency, incompatibility, fault or omission attributable to the Contractor by covering all associated costs and expenses and change all the information accordingly. In case the works in question are not performed by the Contractor, the Employer may perform these works or ensure that they are performed on behalf of the Contractor. The Employer will be entitled to collect all the costs made in connection with this work from the Contractor. The sum of such expenses will be deducted from the first progress payment to the Contractor following the expenditure without resorting to any other collection method or collected directly from the Contractor. The Contractor's fulfillment of the requirements under this article will not relieve the Contractor of other commitments and responsibility under the Contract.
- i) The Contract will take necessary measures to prevent the Contractor's employees from acts in breach of the legislation of the Republic of Turkey and to protect people and property around the Work. The Contractor will take measures taking into consideration the requirements of the Work and/or the demands of the Employer or other authorized institutions or organizations for the safeguarding of the works and the Work's surrounding and for ensuring the security of life and property of the employees, the Employer or those acting on behalf of the Employer and third parties at the Contractor's expense.
- j) The Employer may ask the Contractor to dismiss any Contractor employee who works for the performance of the Work without citing any reason if they abuse the Employer or if they exhibit inadequacy or omission or any other objectionable quality as regards their duties. Following such notification, the personnel in question will be dismissed immediately and on the same day. These people cannot be recruited again. The Contractor shall recruit another employee to replace the discharged employee as soon as possible subject to the Employer's approval. All financial liabilities in this regard will be borne by the Contractor.
- k) The Contractor is required to document at the intervals set by the Employer that the workforce required to perform the Work in accordance with the Work Program is employed at all times.

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- l) The obligation to obtain all sorts of tools and equipment required for the completion of the Work under the Contract within the period set forth in the Contract and in compliance with the Contract and its Annexes and keep them at the places required by the Work and in working condition as per the Work Program will be assumed by the Contractor along with the expenses stemming from this obligation. The Contractor is responsible for losses and damages to the Contractor's tools and equipment, materials, or Temporary Works at any time and for whatever reason.
- m) The equipment, Temporary Works and materials brought by the Contractor will be taken to the Workplace and the Contractor will agree that they are related exclusively to the Work and the Contractor will not take these out of the Workplace except for the purposes of the Work without written permission from the Employer.
- n) The Contractor will exert best efforts to perform the Work with the smallest possible obstruction and least possible discomfort to the public and show due respect to the rights of the public by refraining from commencing with more construction activities than can be handled at any time. The Contractor will take all measures as required by the instructions and construction standards of the Governor's Offices, Municipalities and the related administrations. All rights of the Employer to issue instructions in this regard are reserved.
- o) The Contractor is responsible for obtaining required permissions, permits, etc. for transporting any machinery, tools, equipment or product to the Workplace.
- p) During the performance of the Works, the private or public roads, pedestrian ways or property, regardless of their being the property of the administration to the extent permitted by the requirements of the Contract.
- q) The Contractor will take necessary measures to ensure that the traffic created by the Contractor or Subcontractors do not cause any damage to the urban or intercity roads or bridges that are connected to the Workplace or located on the route to the Workplace. The Contractor will protect these roads and bridges from damages or harm by introducing restrictions on the time of arrival to the Workplace, the route, the vehicles used, the quantity and distribution of the load in connection with the extraordinary traffic necessary, but inevitable for transport of materials or facilities to or from the Workplace and for construction.
- r) In case of emergency affecting human life or having adverse effects on the Work or the surrounding property, the Contractor will take the necessary measures to prevent the damages

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- or loses at the Contractor's discretion and without specific instruction or authorization from the Employer.
- s) The Contractor will perform properly any additional work which may be deemed as necessary by the Employer.
 - t) During the progression of the Works, the Contractor will keep all unnecessary blockers away from the Workplace and store or arrange the Contractor's equipment or tools that are no longer needed and extra materials and keep debris and garbage from the Workplace. If, despite the written warning from the Employer, the Contractor fails to arrange the Workplace as specified or remove the debris and garbage within 1 (one) working day, the Employer will ensure that the required cleaning is performed on behalf of the Contractor and deduce the expenses from the Contractor's progress payments and/or collect them from the Contractor's guarantees. In addition, the penalties set forth in OHS Plan annexed to the Contract will be implemented.
 - u) In addition to the interim cleaning following every manufacture, the Contractor will deliver the Workplace in a neat, clean, and empty form after removing the Temporary works and extra materials and re-establishing and repairing the dismantled or damaged underground and surface facilities and fixing any fault at the end of the Work and before the last progress payment. Otherwise, the Employer will ensure that this cleaning is performed on behalf of the Contractor and deduce the expenses from the Contractor's progress payments or guarantees.
 - v) During the duration of the Work, the Employer may employ other Contractors if the Employer deems it necessary. The Contractor is required to maintain good relations with other Contractors and their employees working at the Workplace and in the vicinity as well as the Employer's employees who may be working in the same place and allow others to perform their commitments and services.
 - w) In case the Contractor implements a night shift in addition to day shift, the Contractor will make the necessary organization in line with the Employer's demands and within the time approved by the Employer. The Contractor will assign the personnel in charge of the construction and of the Occupational Health and Safety to the night work.
 - x) The Contractor is required to perform the manufacturing without any flaws. The Contractor will rectify the returned products free of charge.
 - y) The Contractor is responsible for the products that are not compliant with the Project.

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- z) The Contractor is responsible for cleaning the place to the satisfaction of the Employer following the completion of the productions.
- aa) The Contractor will furnish tetanus vaccine and chest radiography documents along with the Health Report for Heavy and Dangerous Work for the Contractor's personnel to the Employer, failing which these documents will be prepared by the Employer's Health Unit at the Contractor's expense.
- bb) The Employer will transfer the power to be used at the Worksite to certain points near the building. The Contractor will be responsible for the materials, equipment and workmanship required for distributing the power from the main panels the Employer makes available at these points.

10.0 EXECUTION STAGE

10.1 *Carrying out Subcontractor Transactions*

The contract process is completed between Gama-Türkerler and the Subcontractor in accordance with the work to be performed.

- First of all, as the Subcontractor registration with the intermediary code will be made at the employer's dossier during the contract preparation process before the approval of the contract of the Subcontractor to be employed, the rate determined by the technical office in consultation with the social security adviser according to the "List of Minimum Workmanship Rates for Business Lines" promulgated in the Official Gazette is inserted into the relevant article. The following statement should be included in the Contract: "If there is a difference between the minimum workmanship envisaged and the workmanship declared, it will be deduced from the firm's receivables or guarantees."

Minimum workmanship rates are determined by the competent state authorities according the classes and groups.

- Following the completion of the contract process and before the Subcontractor commences with the work, the Technical Office / Project Directorate prepares the site delivery minute, and the Subcontractor receives a letter from the main firm so that a

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dossier is opened under the Social Security Institution's (SSI) workplace main file and an application is filed with the SSI along with the contract, the place delivery minute and other required documents so that intermediary-coded dossier registration is made with the SSI. After the registration, the Subcontractor will be able to perform the SSI registration of the Subcontractor's personnel.

10.2 Subcontractor Recruitment Documents

The documents to be submitted for the employees before the start of the work will be specified as short-term or long-term by the Occupational Health and Safety (OHS) Department.

- a) The documents to be submitted for the employees before the start of the work:
- SSI (Social Security Institution) Entry/Exit Document
 - Copy of identity card
 - Active Bağ-Kur certificate for the Employer
 - Criminal records (the court decision if there is any criminal record)
 - Vocational qualification certificate (operators, welders, electricians, etc.)
 - Recruitment health report
 - Blood group card
 - 2 photos
- b) The documents for the personnel to be employed by the Subcontractor at temporary works:
- SSI (Insurance certificate)
 - Copy of identity card
 - Active Bağ-Kur certificate for the Employer
 - Temporary assignment letter
 - Vocational qualification certificate (operators, welders, electricians, etc.)
 - Recruitment health report
 - After the documents required from the Subcontractor's employees are submitted to us

Recruitment Approval Form is prepared by Gama-Türkerler Personnel Department and it is sent to other relevant units and their approval is obtained and it is sent back to the Personnel Department with the signature of the employee to be employed for commitment purposes.

10.3 Subcontractor Recruitment Approval Mechanism by EPC

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- The workplace physician checks the health report brought by the employee. The workplace physician performs an examination on the employee. The workplace physician may send the employee to a hospital for an external examination.
- The recruitment of the employee is not approved if the workplace physician finds that the employee's health is not suitable for the nature of the work to be performed by the employee. If the workplace physician voices no objection for the employee in question, he approves the Recruitment Approval Form and sends the employee to the OHS unit.
- The employee brings his personal protective equipment (PPE) as well as the PPE debit minute given by his firm.
- At the Occupational Safety Training unit, the employee is given the Recruitment Orientation training. The training is given in the field or at the training room.
- The employee delivers the personal protective equipment debit minute to the OHS unit.
- Upon completion of the Recruitment training, the employee's Recruitment Approval Form is approved by the OHS trainer and the employee is referred to the Personnel unit.
- The employee endorses and undersigns the Recruitment Approval Form.
- Approved by the relevant units, the Recruitment Approval Form is received by the Personnel unit.
- The employee is given the Field Entrance Card and referred to the head of the group where he will be employed.
- The Subcontractor delivers the documents which need to be monitored on a monthly basis from the start to end of the work to Gama-Türkerler Personnel Department. These documents are checked to see if the Subcontractor's employees are still insured and paid their salaries and the payment status of their insurance premiums. Also, using the SSI accrual slips and service lists, the monthly spec amounts can be monitored and in this way, we seek to keep minimum workmanship determinations under control. The Technical Office and Financial Affairs departments perform the monitoring of the minimum workmanship rates based on the contracts and progress payments and in consultation with the Personnel Department. In case it is found that the Subcontractor hasn't paid some SSI insurance premiums, the Personal Affairs Department informs the Financial Affairs Department, which monitors and finalizes the process and informs the Personnel Affairs Department of the outcome.

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10.4 List of the documents required on a monthly basis

- SSI accrual slips, categorized into normal and retired
- Service lists, categorized into normal and retired
- Copies of employee payrolls, signed and sealed by the employer
- Copies of bank slips of personnel salary payments, if collective bank payment is not made (for the workplaces employing less than 10 people) copy of the voucher certifying that the payment is made (signed by the employee, signed and sealed by the employer)
- Copies of the monthly SSI bank payment slips

10.5 Termination of the Work under the Subcontractor's Contract

At the end of the work under the Subcontractor's Contract, the Subcontractor receives a closure letter from the Main firm in order to close the SSI dossier and files a petition for the closure of the intermediary-coded Subcontractor registration file under the employer's dossier. For the dossier closure transactions, the recent month's SSI accrual and service lists should have been processed and an original signed no lien affidavit should be obtained from the SSI and submitted to Gama-Türkerler Personnel Department. In calculating the Subcontractor's final progress payment, the Subcontractor Discharge Form is used.

11.0 LABOR SPECIFIC MONITORING AND COMPLIANCE**11.1 Objective of Performance Standard 2 (PS2) and Performance Requirement 2 (PR2)**

It applies to workers directly engaged by EPC and SPV workers, workers engaged through third parties (i.e. subcontractors) to perform works related to the Project. These standards describes how the Project Company will implement and apply IFC PS-2 / PR-2 on Labour and working conditions to its directly employed workers and to indirect workers hired under contractors and subcontractors.

Overall objectives of PS-2 are to;

- Establish, maintain and improve the worker-management relationship,
- Produce the fair treatment, non-discrimination and equal opportunity of workers and compliance with national Labour and employment laws,
- Protect the workers by addressing child Labour and forced Labour,

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- Promote safe and healthy working conditions and protecting and promoting the health of workers

In line with the described general objectives of PS-2 and PR-2, the following issues related to the employment of workers have will be analyzed for the Project;

- Human Resources Policies and Procedures;
- Human Rights;
- Working Hours and Leave;
- Wages and Benefits;
- Workers' Accommodation; Workers' Organisation – Trades Unions,
- Freedom of Association and Collective Bargaining;
- Non-Discrimination and Equal Opportunities;
- Migrant Labour;
- Grievances;
- Child Labour;
- Forced Labour;
- Code of Conduct
- Occupational Health and Safety; and
- Specific issues related to Workers Employed by Third Parties in the Supply Chain
- Trade Union issues (if applicable)

11.2 Objective of the Labour Audit

The objective of the audit is to assess the gaps between the EPC Contractor's construction labor practices and working conditions for workers (including contracted and sub-contracted workers) with respect to IFC Performance Standard 2 and EBRD Performance Requirements 2: Labor and Working Conditions, and the Worker Rights Requirements as defined in the OPIC Facility Agreement, EBRD performance requirements and the labor requirements set forth in the ESAP (Environmental and Social Action Plan).

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A social/labor safeguard specialist will undertake semi-annual construction labor audits (CLAs) to assess existing management systems of labor and to address gaps and non-compliances.

The Specialist will:

- (a) Conduct interviews with workers to assess Project compliance with IFC Performance Standard 2 and EBRD Performance Requirements 2, the Worker Rights Requirements as defined in the OPIC Facility Agreement and the labor requirements set forth in the ESAP. Key topics to include:
 - i.) Provision of clear and documented information on terms and conditions of work, hours of work, wages, overtime, compensation, and benefits to workers;
 - ii.) Management of hours of work and overtime to align with applicable national and international standards;
 - iii.) Payment of wages, including bonuses and premiums for overtime work, in full and timely manner;
 - iv.) Hours of work and rest periods;
 - v.) Implementation of non-discrimination and equal employment opportunity policies;
 - vi.) Workers' rights to remove themselves from hazardous situations;
 - vii.) Workers' rights to join workers' organizations and bargain collectively;
 - viii.) Workers' ability to raise grievances through mechanisms established by the EPC and contractors;
 - ix.) Worker possession of personal identification documents.
- (b) Undertake audits of EPC Contractor to assess implementation of PS2 and PR2, the Worker Rights Requirements as defined in the OPIC Facility Agreement, EBRD performance requirements and the labor requirements set forth in the ESAP.
- (c) Undertake audits of contractors and subcontractors and their headquarters to assess the capacity of their labor management systems to apply the provisions of PS2 & PR2 to their workforce. Key topics to include:
 - i.) Implementation of human resource (HR) policies;
 - ii.) Communication of terms and conditions of work, hours of work, wages, overtime, compensation, and benefits to workers;
 - iii.) Timekeeping and payroll systems;

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- iv.) Management and oversight over hours of work and overtime to align with applicable national and international standards;
 - v.) Management of personnel files (with signed contracts, next of kin and medical insurance cards in case of accidents, qualifications and application forms to evidence non-discrimination and equal opportunity, leave records, etc.);
 - vi.) Implementation of worker grievance mechanism;
 - vii.) Occupational health and safety;
 - viii.) Subcontractor management of contracted security personnel in compliance with IFC Performance Standard 4 on Community Health, Safety and Security.
- (d) Conduct inspections of work sites and worker facilities from an occupational health and safety management perspective. Key topics to include:
- i.) Identification of potential hazards to workers;
 - ii.) Provision of preventative and protective measures;
 - iii.) Training of workers;
 - iv.) Documentation and reporting of occupational accidents, diseases and incidents;
 - v.) Emergency prevention, preparedness and response arrangements.
- (e) Conduct inspections of accommodation facilities using standards of the IFC/EBRD's 2009 guidance note on workers' accommodation.
- (f) Assess project compliance with IFC Performance Standard 4 on Community Health, Safety and Security in relation to use of security personnel, and any security-related incidents since the previous report.

11.3 Responsible Staff for Labour Issues and Monitoring

- HSE Manager
- HR & Administration & Manager / Staff
- Camp Managers / Cam Administrative Staff
- EPC / SPV Environmental and Social Team & Consultants
- Project Managers
- Site Managers
- Site (Field Engineers)

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11 REPORT TEMPLATE FOR REGULAR LABOUR MONITORING

Following sections will be included in the Semi-Annual Monitoring Report

- A. Brief Project Description
- B. Brief Executive Summary
- C. Purpose of this Labour Audit
- D. The Scope of this Labour Audit (PS2- PR2 requirements)
- E. Findings as per PS2 /PR2 / National Labour Law. Key issues to include:
 - Findings from interviews with workers (direct, contracted and subcontracted; local and migrant) on components of PS2 / PR2 ;
 - An assessment of how the EPC, contractors and subcontractors implement and comply with the requirements of Performance Standard 2 / EBRD Performance Requirement 2 for their employees;
 - Findings regarding Project compliance with national labor law, IFC Performance Standard 2 on Labor and Working Conditions, the Worker Rights Requirements as defined in the OPIC Facility Agreement, and the labor requirements set forth in the ESAP. Key issues to include:
 - ✓ Implementation of Human Resource policies;
 - ✓ Adherence to applicable national law and international standards regarding working conditions and terms of employment, hours of work and overtime;
 - ✓ Prohibition of child labor and forced labor;
 - ✓ Implementation of non-discrimination and equal opportunity;
 - ✓ The relationship with worker organizations, and employee ability to exercise right of association, right to organize and bargain collectively;
 - ✓ Occupational health and safety;
 - ✓ Retrenchment and legal termination of contracts;
 - ✓ Grievance mechanism implementation; and
 - ✓ The protection of workers' rights among contracted and subcontracted workers and employees in the supply chain.
 - Findings regarding Project compliance with IFC Performance Standard 4 / EBRD Performance Requirement 4 on Community Health, Safety and Security in relation to use of security personnel, and assessments of any security-related incidents since the previous report.
- F. Conclusions and recommendations, including a proposed action plan to address any non-compliances identified.
- G. Appendix A- Labor Audit Tasks - Actions – Compliance Category – Remedial Actions (See Table 1 Template)

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- H. Appendix B- Summary Table for Interviewed Employees- (See Table 2 Template)
- I. Appendix C- Summary Table for Labour Profile (See Table 3 Template)
- J. Appendix D- Summary Table for Non- Compliance Identified / Action Plan / Status of Completion (See Table 4 Template)
- K. Appendix E – Photos

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TABLE 1 (Template)								
LABOUR ADUDIT (TASKS –ACTIONS – COMPLIANCE CATEGORY –REMEDIAL ACTIONS								
Task No.	Task	Actions	Compliance Category <i>(please tick relevant part)</i>				Corrective / Remediation	
			C = Compliant PC= Partially Compliant NC= No Compliant N/A= Not Applicable				Remedial Action to be taken	Deadline
			C	PC	NC	N/A		
T.1	Implementation of Worker Code of Conduct to manage workers' behavior on site, in camp and in communities	<ul style="list-style-type: none"> Review of personnel code of conduct Interview with workers to measure the level of knowledge about their code of conduct Review the complaint records Interview with the nearby community 	✓				<i>Example</i>	<i>Example</i>

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T.2	Ensuring all workers are aware of content of workers agreements	<ul style="list-style-type: none"> • Interview with the staff • Review of the contracts • Interview with the subcontractor companies 		✓			<i>Example</i>	<i>Example</i>
T.3	<p>Ensuring migrant and/or immigrant construction workers' human right to be fully respected.</p> <p>Worker Protection</p> <p>(i) Comply with national Labour law</p> <p>(ii) Ensuring individual and Labour contract in line with PS2 / PR2</p> <p>(iii) Ensure migrant and/or immigrant construction workers' human right to be fully respected.</p> <p>If temporary accommodation is to be provided, it needs to comply with IFC Guidelines for Temporary Accommodation</p>	<ul style="list-style-type: none"> • Audit of implementation of the Labour force management plan • Audit of workers' health and safety Audit of workers camp 		✓			<i>Example</i>	<i>Example</i>

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T.4	Payroll checks by EPC contractor against issues such as sub-contractor wage rates, payment of benefits and timely payments	<ul style="list-style-type: none"> • Review of salary records • Interview with field engineers and administrative personal 				✓	<i>Example</i>	<i>Example</i>
T.5	Forming a data base which will include ages, social security numbers, ID cards, gender, nationality, and birth place.	<ul style="list-style-type: none"> • Control of data base • Interview workers, EPC personal and subcontractor companies 						
T.6	Ensuring all workers are informed of the grievance mechanism and that it is easily accessible to them. Commit to resolving grievances within specified timeframes in the ESIA Report.	<ul style="list-style-type: none"> • Commit to resolving grievances within specified timeframes in the ESIA Report that easily accessible to them 						

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T.7	Require subcontractors to manage their workers in line with the HR Policy by including Human Resources Policy in tender documentation and contractual agreements	<ul style="list-style-type: none"> Review and audit of the HR policy 						
T.8	Policy commitment of the main contractor and its sub-contractors regarding developed policy that includes an explicit acknowledgement of the contractor's responsibility to respect all human rights, and a commitment to comply with enumerated global human rights principles as well as laws, and other binding instruments at the national level.	<ul style="list-style-type: none"> Review the contractor's web site and the web page of the project and published materials Interview with the main contractor representatives at the project site level to ensure they understand and adhere to the corporate policy commitment 						

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T.9	The main contractor to carry out due diligence to prevent or mitigate potential human rights abuses and remediate the effects of existing human rights impacts related to company activities or business relationships	<ul style="list-style-type: none"> • Interview with the workers and managers of sub- contracted companies • Review practices of the main contractor • Review documents in related to the issue 						
T.10	Other matters as defined 12.0.E	<ul style="list-style-type: none"> • Other matters (if required) 						

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TABLE 2 (Template)			
SUMMARY OF INTERVIEWED EMPLOYEES			
No	Interviewed employees	Number of interviewed persons	
		Male	Female
1.	EPC Contractor		
1.1	<i>Managers</i>		
1.2	<i>Engineers, Architects, Technical Staff, Administrative Staff</i>		
1.3	<i>Technicians, Foremen</i>		
1.4	<i>Workers</i>		
2.	Managers from Subcontractors		
3.	Workers from Subcontractors		
4.	Public Institution around the Site		
4.1	<i>X1</i>		
4.2	<i>X2</i>		
4.3	<i>X3</i>		
4.n	<i>Xn</i>		
	TOTAL		

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TABLE 3 (Template)										
LABOUR PROFILE										
Name of the Contractor / Subcontractor	Type of Contract (Direct / Contracted / Sub-contracted)	Number of Workers			Workers Skills			Gender		Comment
		Local	National	Internati onal	Labour	Junior	Senior	Male	Female	
Contractor A	Concrete Works									
Contractor B	Excavation									
Contractor n	X Works									

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TABLE 4 (Template)				
Summary Table for Non- Compliance Identified / Action Plan / Status of Completion (IFC's / EBRD Performance Standards (PS2- PR2))				
No.	Non-Compliances Identified	Corrective Action Plan	Status of Completion (Open / Closed)	Completion Date
1.				
2.				
3.				

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12.0 NATIONAL LAWS AND REGULATIONS IN CONJUNCTION WITH IFC PS2 AND EBRD PR2

IFC PS2 and EBRD PR2 require complying with the national laws and regulations that are applicable to projects with regard to labor and working conditions and health and safety.

- Labor Law (Official Gazette-OG- Date/Number: 10.6.2003/25134)
- Occupational Health and Safety Law (OG Date/Number: 30.06.2012/28339)
- Regulation on the Minimum Wage (OG Date/Number: 01.08. 2004/25540)
- First Aid Regulation (OG Date/Number: 22.05.2002/24762)
- Regulation on Working Duration Related to Labor Law (OG Date/Number: 06.04.2004/25425)
- Regulation on Excess Work and Work in Excess Periods (OG Date/Number: 06.04.2004/25425)
- Regulation on Special Principles in Works Carried out by Employing Workers in Shifts (OG Date/Number: 07.04.2004/ 25426)
- Occupational Health and Safety Risk Assessment Regulation (OG Date/Number: 29.12.2012/28512)
- Regulation on the Provisions of Occupational Health and Safety Training of Employees (OG Date/Number: 15.05.2013/28648)
- Occupational Health and Safety Services Regulation (OG Date/Number: 29.12.2012/28512)
- Communiqué on Danger Class Lists Related to Occupational Health and Safety (OG Date/Number: 26.12.2012/28509)
- Regulation on Duties, Authority, Responsibilities and Trainings of Occupational Health and Safety Specialists (OG Date/Number: 29.12.2012/28512)
- Regulation on the Occupational Health and Safety Boards (OG Date/Number: 18.01.2013/28532)
- Regulation on the Health and Safety Measures to be taken in Workplace Buildings and Additions (OG Date/Number: 17.07.2013/28710)
- Regulation on Health and Safety at Construction Works (OG Date/Number: 05.10.2013/28786)
- Regulation on the Tasks, Authority, Responsibility and Education of On-Site Doctor and Other
- Health Personnel (OG Date/Number: 20.07.2013/28713)
- Regulation on Health and Safety Requirements in the Use of Work Equipment (OG Date/Number:25.04.2013/28628)

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- Regulation on Manual Handling (OG Date/Number: 24.07.2013/28717)
- Regulation on Fire Protection of Buildings (OG Date/Number: 19.12.2007/26735)
- Regulation on the Emergency Cases in Workplaces (OG Date/Number: 18.06.2013/28681)
- Regulation on the Use of Personal Protective Equipment in Workplaces (OG Date/Number: 02.07.2013/28695)
- Regulation on Safety and Health Signs (OG Date/Number: 11.09.2013/28762)
- Regulation on the Protection of the Workers against Risks Relevant to Noise (OG Date/Number: 28.07.2013/28721)
- Regulation on the Protection of the Workers against Vibration Risks (OG Date/Number: 22.08.2013/28743)
- Regulation on Occupational Health and Safety in Temporary or Fixed Term Employment (OG Date/Number: 23.08.2013/28744)Regulation on Suspension of Work in Workplaces (OG Date/Number: 30.03.2013/28603)
- Regulation on Health and Safety Measures in Works with Carcinogenic and Mutagenic Substances (OG Date/Number: 06.08.2013/28730)
- Regulation on Health and Safety Measures in Works with Chemical Substances (OG Date/Number: 12.08.2013/28733)
- Regulation on Protection of Workers from Dangers of Explosive Environments (OG Date/Number: 30.04.2013/28633)
- Regulation on the Prevention of Exposure Risks from Biological Agents (OG Date/Number: 15.06.2013/28678)
- Regulation on the Works in Which Workers shall Work Maximum Seven and Half Hours or Less in a Day in Terms of Health Rules (OG Date/Number: 16.07.2013/28709)
- Regulation on Radiation Safety (OG Date/Number: 24.03.2000/23999)
- Regulation on the Working Principles and Radiation Dosage Limits of the Personnel Working with Ionizing Radiation Resources in Health Services (OG Date/Number: 05.07.2012/28344)
- Regulation on Safe Transportation of Radioactive Substances (OG Date/Number: 08.07.2005/25869)

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12.1 Other relevant documents and procedures

Document ID	Document Title
KİP-ESMS-ESMS-001	Kocaeli ESMS Manual
KİP-ESMS-POL-001	Kocaeli Environmental, Health, Safety, Social and Human Resources Policy
KİP-ESMS-TRN-001	Kocaeli Training Management Plan
KİP-ESMS-SEP-001	Kocaeli Stakeholder Engagement Plan
KİP-ESMS-HAZ-001	Kocaeli Hazardous Material Management (Monitoring) Plan
KİP-ESMS-WAM-001	Kocaeli Waste Management Plan
KİP-ESMS-WWM-001	Kocaeli Waste Water Management Plan
KİP-ESMS-AIR-001	Kocaeli Air Quality Management Plan
KİP-ESMS-NOM-001	Kocaeli Noise and Vibration Management Plan
KİP-ESMS-TRA-001	Kocaeli Traffic Management Plan (including measures for residents)
KİP-ESMS-ARC-001	Kocaeli Archaeological Chance Find Procedure
KİP-ESMS-CCM-001	Kocaeli Construction Camp Management and Monitoring Plan (including workers accommodation)
KİP-ESMS-EMP-001	Kocaeli Employment and Procurement Management Plan
KİP-ESMS-EPR-001	Kocaeli Emergency Preparedness and Response Plan
KİP-ESMS-SPL-001	Kocaeli Spill Response Plan
KİP-ESMS-GRM-001	Kocaeli Grievance Mechanism Procedure
KİP-ESMS-LST-001	Kocaeli Labour's Safety and Training Record Keeping Procedure
KİP-ESMS-LAI-001	Kocaeli Labour's Accident and Incident Record Keeping Procedure
KİP-ESMS-EIR-001	Kocaeli Employee Information Record Keeping Procedure
KİP-ESMS-PRK-001	Kocaeli Performance Record Keeping Procedure
KİP-ESMS-CHS-001	Kocaeli Community Health and Safety Plan
KİP-ESMS-CFL-001	Policy of Prohibition of Child Labour and Forced Labour
KİP-ESMS-TUP-001	Right to Join Trade Unions Policy
KİP-ESMS-SRA-001	Security Plan and Security Risk Assessment Plan
KİP-ESMS-COMP-001	Contractors Management Plan