

# **BHARTI AIRTEL SUPPLIER SAFETY POLICY**



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## BHARTI AIRTEL SUPPLIER SAFETY POLICY

### I. Introduction & Objective:

1. Bharti Airtel Limited (“Airtel”) is committed to the goal of “Zero Harm” to its employees and workers in the work environment. Aiming to achieve this goal/ objective, this Policy sets out the obligations of the Suppliers in relation to Occupational Health and Safety (OH&S) during their business relations with Airtel and rights of Airtel in that regard.
2. It is expressly clarified that nothing herein is to exercise any supervision or control over the resources or employees of the Suppliers, which shall for all intents and purposes continue to be exercised by the Suppliers, as heretofore.
3. The Policy shall come into force with effect from April 15<sup>th</sup>, 2024.

### II. Scope

The Policy applies to all the Suppliers engaged in the supply of product or services to Airtel in India.

### III. Definitions and Interpretations

Various terms and expressions used in the Policy are defined as follows:-

1. **Applicable Laws:** shall have the meaning attributed to it in the relevant Airtel Agreement.
2. **Airtel:** includes Bharti Airtel Limited, Airtel Digital Limited, Bharti Airtel Services Limited, Bharti Hexacom Limited, Bharti Telemedia Limited, Nextra Data Limited and Airtel Payments Bank Limited.
3. **Airtel Assignments:** means the Airtel related work assigned to any Supplier resource.
4. **Extended Work Force:** extended workforce are associates who are on third party payrolls of First Meridian (erstwhile V5), Quesscorp, Teamlease, NR Switch Services & Adecco.
5. **High Risk Activity/ High Risk Activities:** means any activity involving any of the following:
  - a. working in confined spaces;
  - b. overhead work/ lifting operations;
  - c. ground/ civil/ construction work;
  - e. electrical work encompassing activities in proximity to electrical source like high-tension lines and transformers;
  - f. working at height of 1.8 metres or above;

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- g. driving where it is an integral part of the job ie. work-related driving;
  - h. field installation activities relating to hardware or infrastructure;
  - i. network build and operations;
  - j. such other scenarios as Airtel may identify, acting reasonably and in agreement with Supplier.
6. **Incident categories:** Safety Incidents of Concern will be classified into three categories, namely - 'Fatal', 'High Consequence' and 'Others', where High Consequence injury would mean "an injury from which the employee / worker cannot or is not expected to recover fully to the previous health status."
7. **Incident of Concern:** A safety incident involving a Supplier resource shall be an Incident of Concern (IOC) if: a. The event or exposure is caused in the Airtel work environment; or b. the Supplier resource involved in the safety incident is deputed by the Supplier to work exclusively for Airtel or c. an accident takes place during official travel; or d. a safety incident involving Airtel's infrastructure, including, without limitation the telegraph cables, towers, equipment, etc., whereby any member of the public is adversely affected.
8. **Official Travel:**
- i. Where a location is defined and fixed such as office/store/warehouse, etc., travel of the Supplier resource, to and back from such location shall not be considered as official travel.
  - ii. Where no location is defined/ fixed for a Supplier resource as aforesaid, the travel to the first ticket/customer/worksite from home and travel back to home shall be considered as official travel.
  - iii. However, if such a person embarks on a journey for some personal work or takes a detour for personal work during this commute, it will not be considered as official travel.
9. **OH&S:** means Occupational Health and Safety;
10. **Permit to Work (PTW):** is a written record identifying the work to be done and the potential hazards and precautions that need to be addressed.
11. **Supplier:** means an entity (including Contractors, Vendors, Consultants and Service Providers, by whatever name called) engaged in the supply of products or services or both to Airtel in India, but does not include agencies supplying extended work force.
12. **Supplier Resource:** shall mean an employee of the Supplier or of its contractor, subcontractor, vendor, and shall include a permanent or casual worker.
13. **Unsafe Act:** is any action or lack of action that could lead to an accident. Examples include: failure to warn, failure to secure, operating at improper speeds, not using/ removing safety devices, using defective equipment, improper loading, placing yourself in an unsafe position etc.



14. **Work environment:** Is the establishment and any other location where one or more Supplier resources are working or are present in the course of their employment, including a store, warehouse, site, customer premises, etc.

#### IV. General Requirements

Every Supplier, irrespective of nature of supply of goods or services, shall:

1. comply with Applicable Laws relating to OH&S and obtain all necessary permits, licenses or insurances needed;
2. provide clear evidence to Airtel of the competence of Supplier and Supplier resources when requested.
3. nominate a resource/ sponsor for OH&S management, who shall be responsible for OH&S at all times;
4. ensure that roles and responsibilities with respect to the delivery of health and safety are clearly defined throughout Supplier organization;
5. ensure that the equipment, proposed to be used for Airtel assignments, is designed, manufactured, installed, constructed, tested and certified in accordance with Applicable Law and industry standards and/or Airtel scope of work wherever applicable.
6. submit OH&S performance data to Airtel as and when asked for and participate in audits as reasonably required by Airtel;
7. participate in OH&S governance meetings with Safety Head of Airtel at a frequency as reasonably required by Airtel;
8. facilitate Airtel to conduct safety audits in terms of field visits, video calls, phone calls or any other modes;
9. have in place mechanisms to ensure that Supplier and Supplier resources comply with this Policy and any OH&S requirements communicated from time to time;
10. have in place a mechanism to ensure the management of safety risks associated with its obligations in relation to Airtel assignments;
11. have and maintain robust mechanisms to manage sub-contractors including:
  - a. systems and processes for assessing OH&S capability of sub-contractors;
  - b. communication of Airtel's OH&S requirements and contractual arrangements to flow down to sub-contractors, with appropriate contractual performance management mechanisms;
  - c. systems for regular monitoring and review of OH&S performance; and

Provided that a sub-contractor of the supplier shall not engage a further sub-contractor for any High Risk Activity without an explicit permission of Airtel.

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12. ensure that no person who is under influence of alcohol or narcotics or is in a medically unfit condition is allowed to work on Airtel assignments;
13. Comply with any directive issued by Airtel from time to time in the interest of achieving the objectives of this Policy;
14. Nothing herein shall be construed to relieve the Supplier of any obligation imposed by law in any manner whatsoever.

#### V. Training and Competence

1. The Supplier shall have a robust OH&S training regime aligned to Airtel training requirements for its resources to ensure that they are trained to deliver the assigned tasks in a safe manner and maintain proper records of such trainings for a period of at least one year. The training requirements have been prescribed in **Annexure I** attached.
2. Training should be delivered in an appropriate language and delivered via appropriate means for the target audience.

#### VI. Airtel Suraksha Golden Rules of Safety

1. The following rules are sacrosanct and shall be followed by all Supplier resources in letter and spirit at all times:
  - a. Seat belts are a must
  - b. No helmet- No riding.
  - c. No overspeeding or wrong side driving.
  - d. No PPE – No Work
  - e. No work without permit to work (PTW) and risk assessment.
2. *Explanations –*
  - a. Seat belts in Rule No 1 apply to all the passengers in a four wheeler.
  - b. Helmet in Rule 2 above means a full faced BIS approved properly chin-strapped helmet and applies equally to the pillion rider.
  - c. Rules 4 and 5 apply to only high-risk activities.

#### VII. Activity Specific Safety Provisions

Activity specific safety provisions are detailed at **Annexure II** attached.

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## VIII. Special Provisions for high risk activities

1. The suppliers involved in supplying services or products covered under High Risk Activities shall ensure that such activities are performed by persons who are trained in that activity, are medically fit, follow proper risk assessment process, wear appropriate Personal Protective Equipment (“PPE”) and start activity only after a proper permit to work. Where applicable, resources involved in high risk activities shall be certified by an accredited certification body (e.g FARM ToCli certification etc.).
2. The Supplier shall in addition:
  - a) have & maintain an approved OH&S plan for all High Risk Activities before commencement of work, setting out measures to manage the accompanying risks in accordance with the OH&S plan
  - b) The OH&S plan must, inter-alia, include:
    - i) scope of work;
    - ii) Organization, key contacts for OH&S including responsibilities;
    - iii) risk assessments, method statements and safe systems of work specifically tailored to the circumstances including procedure for adequate supervision;
    - iv) OH&S training matrix for Supplier personnel (including subcontractor personnel);
    - v) procedures for emergencies, incident reporting, investigation, selection and management of subcontractors and site management (if applicable);
    - vi) relevant requirements of Applicable Laws and compliance plans in line with Airtel requirements;
  - c) shall provide a copy of the OH&S plan to Airtel, before commencing project / work and ensure this is approved.

## IX. Incident Reporting, Investigation and Close Out

The Supplier shall :

1. Ensure that all safety incidents of Concern are reported in writing to the concerned manager of Airtel and over generic mail ID [safety.reporting@airtel.com](mailto:safety.reporting@airtel.com) within **72 hrs of occurrence.**
2. In addition, incidents involving fatalities and high consequence injury shall be brought to the notice of the concerned Airtel manager over phone/SMS/email/Whatsapp/Telegram and reported over the mail ID [safety.reporting@airtel.com](mailto:safety.reporting@airtel.com) within **24 hrs of occurrence.** The concerned manager will raise it over the internal Airtel Safety reporting tool.

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3. Investigate all Safety Incidents of Concern and understand the root causes for risk mitigation to prevent occurrence. The individuals who investigate the incidents must be trained in conducting the same;
4. Communicate the learnings to all the relevant resources to increase awareness and take corrective and preventive actions;
5. Where reasonably practicable, ensure that the scene of a fatal or High Consequence Injury Incident remains undisturbed except for necessary remediation work. If the scene cannot remain substantially undisturbed, the Supplier shall arrange for photography & videography covering all sides and directions and measurements, and the necessary drawings and plans, to facilitate the work of the investigation, in case required by Airtel;
6. In case of an incident of above nature, immediately cease all related work; and re-commence only upon Airtel authorizing it in writing to do so. In such circumstances Supplier shall not be entitled to any right to delay performance, increase the price payable or other form of contractual waiver, forbearance or relaxation.
7. Provide adequate support, allow reasonable access to any incident site of above nature to Airtel and its authorized representatives to audit and/or complete the investigation process, arrangement of any witness for investigation and documents, as required by Airtel for the purpose.
8. Ensure that an investigation report in every Safety Incident of Concern containing a summary of the following information is shared with Airtel within 30 days of the incident:
  - a. updated nature of injury and condition/prognosis;
  - b. description of incident;
  - c. corrective and preventive actions;
  - d. conclusions and recommendations;
  - e. direct feedback to understand the perspective of the persons involved;
  - f. any follow up actions, support for family members, contractors, counselling of individuals etc., and
  - g. Supporting document e.g. contract /work orders, OH&S plan, Work & method statement, Training record, Details of supervision/ inspection and audit records, as necessary.
9. In cases involving fatality or a high consequence injury, after the investigation report as above has been shared, organize a close out meeting with the National Safety Head of Bharti Airtel Ltd and assure that the incident has been appropriately managed and Supplier has clearly understood the root cause of the incident that occurred and any lessons learnt have been communicated.
10. Unsafe acts and conditions will be reported during audit/check by Airtel or any party nominated by Airtel for the purpose.

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## X. Consequences of Non-Compliance

1. The Supplier shall follow all the applicable provisions of the Airtel Suraksha Supplier Safety Policy in letter and spirit, and shall be responsible for any violation by any Supplier resource that comes to light in any investigation or audit including unsafe acts/conditions;
2. The non-compliance of the policy guidelines shall, in addition to other legal remedies, meet with the consequences prescribed as follows:
  - a. **First Violation/non-compliance**:- The Supplier shall be issued a recorded warning. The Supplier shall also submit a detailed action plan elucidating the measures and actions adopted by it for the compliance of this policy in letter and spirit.
  - b. **Two violations/non compliances by the same Supplier resource**:- the concerned resource shall be removed and not deputed by the Supplier for any Airtel assignments.
  - c. In case of multiple violations/non compliances, the Supplier shall also be liable for financial penalties as specified in the “Financial Penalty Matrix” at **Annexure III**.
  - d. Airtel may, at its discretion impose lesser penalty in case the Supplier satisfies Airtel that it has a strong OH&S policy in place suitable to the organization and the activity and also operates an appropriate OH&S management system over its subcontractors and vendors.

*Explanation* – The clock for clauses a. to c. above shall be reset at the beginning of a financial year.
3. In cases of an incident resulting in a fatality or a high consequence injury, or where it is established that the Supplier does not have a strong OH&S Policy or an appropriate OH&S management system, Airtel may in its discretion, terminate the contract with the Supplier with immediate effect.
4. Notwithstanding anything contained herein, in the event it is found that Supplier breaches this Policy in any manner or it is found that the Supplier has failed to implement a robust a strong OH&S Policy or an appropriate OH&S management system, Airtel may terminate the contract with the Supplier with immediate effect.

## XI. Performance Reporting

As and when required by Airtel, the Supplier shall share a report on status of Safety Culture of the Supplier on the format prescribed by Airtel at **Annexure IV**.

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### Annexure I

(Please refer to Clause V of the policy)

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## OH&S TRAINING – AIRTEL MANDATORY & RISK SPECIFIC COURSE

### I. Mandatory Trainings for all

Sr No	Subject of the Training
1	Bharti Airtel General OH&S

### II. Risk Specific Trainings

1	Basics of Electrical Safety
2	Basics of Working at Height
3	Basics of Road Safety for Two-wheelers and Four Wheelers
4	Basics of Safe Excavation Work
6	Appropriate Training for Any Other High-Risk Activity

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## Annexure II

(Please refer to Clause VII of the policy)

### ACTIVITY SPECIFIC SAFETY PROVISIONS

#### 1. Driving & Vehicle Safety:

The Supplier shall have in place appropriate measures to manage the risk associated with driving and shall ensure:

- a. selection of appropriate legally permissible type of vehicles for the intended use and using vehicles only for the intended purposes;
- b. fitting of safety equipment in the vehicles such as seat belts, airbags etc. should be as per OEM specifications of the vehicle.
- c. maintenance of the vehicles as per manufacturer recommendations, as a minimum and maintain appropriate servicing and maintenance records;
- d. the vehicle doesn't carry number of passengers or weight or volume whichever is applicable, in excess of OEM's specifications;
- e. Fitting of hands-free car kits where permissible under the law and complete prohibition of using hand held mobile phones, earphones or pods whilst driving;
- f. Drivers possess the requisite category of license and are fully trained and medically fit;
- g. Driving at safe speeds considering the legal speed limits, road conditions and surroundings;
- h. Use of ISI mark full face helmets for the riders, and the pillions of two wheelers;
- i. Four-wheelers supplied are in a roadworthy condition, less than 5 years old or run less than 1.5 lac km, whichever is earlier and have valid statutory registration corresponding to the category of its intended use;
- j. Hired vehicles must be sourced in line with Airtel scope of work and must be used & maintained in line with manufacturers specifications. Pre use inspection of every vehicle is mandatory;
- k. The driver takes adequate care while driving in unsafe conditions like fog, rain, unsafe road condition, semi-dark hours, reduced visibility etc.;
- l. Vehicle is fitted with a GPS and speed monitoring device where permissible, to ensure tracking of the vehicle movement at all times and output should be used to monitor driver behavior.
- m. Passenger vehicle should not be used for fuel transfers.
- n. Driver must obey all traffic rules.

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## 2. Works having Exposure to Electrical Current:

A Supplier shall have and maintain appropriate risk management process and safe system of work for all activities having exposure to electrical current and in particular ensure that:

- a. Risk assessment is carried out prior to start of any project/activity to identify electrical hazards;
- b. only appropriately qualified, competent and trained personnel work with electrical systems;
- c. no electrical work with potential high risk must be undertaken alone. Onsite supervision is a must;
- d. electrical equipment with potential to cause electrical injury is isolated from the sources of power and locked off using a formal Lock Out Tag Out (LOTO);
- e. when working near overhead power lines, controls are implemented if the risk assessment indicates that contact or flash over may occur. This includes assessing vehicle and crane access, if appropriate;
- f. all portable power tools/electrical equipment must be listed and inspected periodically as well as prior to use;
- g. all electrical equipment / appliances must be installed with body earthing. Electrical equipment should be fit for intended purpose/environment;
- h. wherever there is a risk to personnel, an Earth leakage Circuit Breaker (ELCB) of appropriate rating must be installed in the circuit;
- i. rubber mats meeting Indian Standards must be placed in front of all access doors of electrical panels;
- j. unauthorized access to electrical system/equipment must be prevented. Hazard signs must be posted;
- k. Appropriate and standard Personal Protective Equipment (PPE) must be used while working with electrical systems;
- l. use of extension boards must be restricted to temporary use only;
- m. excavation works use drawings, cable detection tools, and safe digging practices to minimize the risk from underground electrical services;

## 3. Work at Height - 1.8 metres and above:

- a. The Supplier shall assess, manage and where possible eliminate the risks associated with work at height by designing out the need for such activities.
- b. The Supplier shall ensure that:

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- i. it sets minimum standards for the competence and fitness for all persons who carry out the work at height and that those engaged in such an activity are well trained.
- ii. working at height activities are never conducted alone;
- iii. the likelihood of tools or equipment falling to a lower level is limited by tethering and the area into which tools or equipment may fall into if dropped is barriered off; adequate measures are taken to protect the public from falling objects and restrict unauthorised access;
- iv. appropriate and standard PPE must be used for doing any activity at height, and it must be a full body harness without fail and those working at height will remain attached to the structure at all times;
- v. appropriate arrangements for the issue, use and storage of PPE are in place and that the PPEs are inspected before issue;
- vi. procedures are in place for emergencies occurring at height, e.g. tower rescues, incident reporting procedures;
- vii. all equipment used for access, including ladders, steps, mobile elevated work platforms (MEWPs) and scaffolding are appropriate and inspected prior to use;
- viii. Overhead work or lifting procedures should not be carried out within 3 metres of overhead HT electrical lines
- ix. Portable Ladders - where poles or structures are accessed using ladders, the supplier shall ensure that only non-conductive ladders with the appropriate insulation rating are used, and that:
  - bamboo or wood is not used for the ladders;
  - the ladders are inspected before use;
  - ladder is properly secured (lashed and held);
  - ladders are safely transported and stored; and

#### 4. Ground / Civil Works / underground cable (OFC):

Supplier shall ensure that:

- a. when conducting ground / civil works it has a mechanism for identifying any buried utilities;
- b. the requisite permissions from the concerned authorities are obtained beforehand;
- c. it assesses ground conditions prior to conducting any excavations, and takes steps to prevent incidents e.g. collapse, flooding, contamination;
- d. it places barriers and warning signs around open excavation to warn and protect those in the vicinity of the risk;
- e. appropriate measures are in place to safely control traffic.

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f. emergency evacuation procedures are in place.

**5. Warehouse Safety:**

Where warehousing and/or logistics is fully or significantly dedicated to Airtel, the Supplier shall have and maintain appropriate measures to manage the risks associated with warehouse safety and shall ensure:

- a. all those who work in or visit the warehouse must have suitable information and instruction on how to remain safe in the environment; this will include details on emergency procedures, common risks, hazard spotting, hazard rectification processes, risk assessment and other key safety requirements;
- b. they should be equipped with the appropriate PPE as identified by the warehouse risk assessment. This PPE may include but not be limited to safety boots/shoes, hi-viz jacket/vest, hard hat, masks and protective glasses;
- c. all areas must be fitted with fire detection systems, audible fire alarm systems, suitable firefighting/ suppression systems, emergency lighting and have appropriate processes in place to control the levels of combustible and flammable materials;
- d. all equipment in the warehouse must be fit for purpose, this includes mobile equipment such as fork lift trucks, access equipment such as warehouse steps and ladders, portable equipment such as electrical tools and appliances, and fixed equipment such as racking, appropriate systems should be in place for regular inspection and monitoring of equipment.

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### Annexure III

(Please refer to Clause X(2)(c) of the policy)

#### FINANCIAL MATRIX FOR PENALTIES

Annual Business with Airtel Pan-India	2 <sup>nd</sup> violation	3 <sup>rd</sup> violation	4 <sup>th</sup> violation and beyond in a FY
INR 0-2 Cr	A Deficiency Charge of INR 10,000 or 2% of the monthly PO value whichever is less	A Deficiency Charge of INR 15,000 or 3% of the monthly PO value whichever is less	A Deficiency Charge of INR 20,000 or 5% of the monthly PO value whichever is less for each incident.
INR 2-5 Cr	A Deficiency Charge of INR 20,000 or 2% of the monthly PO value whichever is less	A Deficiency Charge of INR 30,000 or 3% of the monthly PO value whichever is less	A Deficiency Charge of INR 40,000 or 5% of the monthly PO value whichever is less for each incident.
INR 5 Cr or more	A Deficiency Charge of INR 25,000 or 2% of the monthly PO value whichever is less	A Deficiency Charge of INR 50,000 or 3% of the monthly PO value whichever is less	A Deficiency Charge of INR 1,00,000 or 5% of the monthly PO value whichever is less for each incident.

**Note:** 'PO value' implies Pan India amount

**Explanation:**

- (a) Multiple resources of same Supplier working at a particular site and found in an unsafe act at the same time would be construed as a single violation by the Supplier.
- (b) Multiple resources of same Supplier found non-compliant at different locations at the same time period or at same location in different time periods will be construed as unique violations against the Supplier for each instance of non-compliance.

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## Annexure IV

### **PERFORMANCE REPORTING AND KPIs**

(Please refer to Clause XI of the policy)

#### A. Employee & Sub vendor details

S.No	Requirement	Actual Data	Remarks (If Any)
1	Count of direct resources (Supplier employees) deployed on Airtel project/activities		
2	Count of indirect resources (sub-vendor employee) deployed on Airtel project/activities		
3	Count of Supplier's Sub vendors involved in Airtel project/activities		

#### B. Details of man-hours worked by employees and sub vendors

S/N	Requirement	Description (How to maintain)	Actual Data	Remarks (If Any)
4	Manhours worked by direct resources (Count)	<b>Formula-</b> Total head count of direct resources*days worked by them*8 Hrs <b>Note-</b> 8 is standard working hours in a day		
5	Manhours worked by indirect resources (Count)	<b>Formula-</b> Total head count of indirect resources*days worked by them*8 <b>Note-</b> 8 is standard working hours in a day		
6	Total manhours worked (Count)	Sum of point no 4 & 5 actual data.		

C. Details of Penalties imposed by Airtel

S/N	Requirement	Actual Data	Remarks (If Any)
7	Count of penalties imposed related to OH&S & EMS		
8	Amount of OH&S & EMS penalties in INR		

D. Details of Incidents happened during Airtel projects/activities

S/N	Requirement	Description (How to maintain)	Actual Data	Remarks (If Any)
9	Count of reported Reactive incidents	Fatal cases		
		Permanent Disability Cases		
		Lost Time Cases		
		Restricted work cases		
		Medical treatment cases		
		First Aid cases		
		Near miss cases		
10	LTIFR (Lost time injury frequency rate)			
11	NMIFR (Near miss injury frequency rate)			
12	Count of reported Proactive violations	Unsafe Acts		
		Unsafe Conditions		