

**APPLICATION FOR PERMIT FOR WORKS TO BE CARRIED OUT ONBOARD
VESSELS BERTHED AT THE PSA TERMINALS (“APPLICATION”)**

This Application and the issue of the Contractor’s Permit pursuant thereto, if any, is subject to the Terms and Conditions stated overleaf.

PART I: Application by +Berth Applicant

PART IA: Details of Work

Vessel Name (the “Vessel”):	Voyage No:	Arrival Date:
Berth Applicant (the “Applicant”):		Vessel Location:
Contractor’s Registered Name (the “Contractor”):		PSA Licence No:
Contractor’s Registered Address:		Billing Account No.:
Exact location of Works (the “Worksite”):	Exact Description and Conditions of works to be undertaken (the “Works”): <p style="text-align: center;"><i>Diving or Underwater Operations / Others* (please specify) Hotwork is required / is not required*</i></p>	

PART IB: Declaration

(1)	We, the Applicant, hereby confirm that the Contractor is required to perform the Works and that the information given by us in this application is true accurate and up-to-date in all respects and we undertake to comply with and to ensure that our servants, agents, Contractor and our Contractor’s workmen comply with all the Terms and Conditions stated overleaf.		
(2)	<p>(If hotwork is to be carried out)</p> <p>We declare that the information we have provided above is true accurate and up-to-date in all respects. We hereby undertake to comply fully and completely and ensure that our servants agents, contractors and workmen and our Contractor’s servants, agents, contractors and workmen comply fully and completely with all the requirements under the relevant laws and regulations, including but not limited to the following:</p>		
(a)	The Factories (Shipbuilding and Ship-Repairing) Regulations (Cap. 104, Regulation 11): (i) Prior notification to MOM; (ii) Permit-to-work system,		
(b)	The Maritime and Port Authority of Singapore (Dangerous Goods, Petroleum and Explosives) Regulations 2005 (S24/2005): (i) Gas Free Certification by the MPA Port Chemist for hotwork if work involved is adjacent to or at a compartment which contains or previously contains petroleum; (ii) No hotwork is permitted in a hold containing dangerous goods, unless written approval from the Port Master is obtained		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;"> Berth Applicant: Name: _____ Designation: _____ Signature: _____ Contact Tel. No: _____ Date: _____ </td> <td style="width: 30%; padding: 5px; vertical-align: middle; text-align: center;"> Company Stamp of the Applicant </td> </tr> </table>		Berth Applicant: Name: _____ Designation: _____ Signature: _____ Contact Tel. No: _____ Date: _____	Company Stamp of the Applicant
Berth Applicant: Name: _____ Designation: _____ Signature: _____ Contact Tel. No: _____ Date: _____	Company Stamp of the Applicant		

+ “Berth Applicant” refers to the person who has applied for berthing services at the PSA terminals via Portnet or otherwise in writing under PSA’s General and Specific Conditions for Services and Facilities.

* Please delete where not applicable

PART II: Preliminary Endorsement by Terminal Manager

In principle approval - * granted * not granted <u>Remarks :</u> 	Signature:
	Officer-in-charge (Name/Designation):
	Department:
	Tel No.:
	Date/Time:

** Please delete where not applicable*

PART III: Application by Contractor

(1) Approximate number of workers to be engaged for the job for this permit: _____ (2) Period of Works from commencement to completion: from _____ to _____	Note: No work is to commence until Part V of this form is endorsed by the Terminal Manager and, if hotwork is required, Part VI is endorsed by the Emergency Response Section.
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We, the Contractor named in Part I, hereby declare that the information given by us in Parts III & IV is true in all respects and we undertake to perform and observe all the Terms and Conditions stated overleaf.

For and on behalf of the Contractor: Name: _____ Designation: _____ Signature: _____ Contact Tel. No: _____ NRIC: _____ Date: _____	Company Stamp of the Contractor
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PART IV: Risk Assessment (including hotwork)

Risk Assessor: I, the Risk Assessor for and on behalf of the Contractor for the Works stated in Part I, hereby declare that I have – (1) duly and diligently assessed the Works; (2) prepared with due care and diligence the Risk Assessment attached herein as Appendix 1; and (3) that the Risk Assessment is in full and complete compliance with all requirements under the Workplace Safety and Health Act (Act 7 of 2006) including the Workplace Safety And Health (Risk Management) Regulations 2006 (S141/2006). Name: _____ Designation: _____ Signature: _____ Contact Tel. No: _____ NRIC: _____ Date of Risk Assessment: _____

Contractor: (1) We, the Contractor, hereby undertake to duly and fully comply with all the requirements (including all control measures) stated in the Risk Assessment and shall bring them to the attention of our agents, servants and sub-contractors and their workmen and ensure that they comply with the said requirements. (2) If hotwork is to be carried out, we shall submit the following documents to Terminal Manager: a) Copy of Hotwork Safety Assessor's Permit To Work; b) Copy of the Hotwork Safety Assessor's Certificate (Issued by MOM); c) Copy of the Fire Watchman's Fire Certificate; and d) Copy of MOM Notification Form. For and on behalf of the Contractor: Name: _____ Designation: _____ Signature: _____ Contact Tel. No: _____ NRIC: _____ Date: _____
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Master of the Vessel:	
(1)	I, the Master of the Vessel, hereby acknowledge that I have duly received, read and understood the Risk Assessment attached herein as Appendix 1.
(2)	I undertake to comply with all the requirements (including all control measures) stated in the Risk Assessment and shall bring them to the attention of the crew, servants, agents and sub-contractors (including the Contractor) of the Vessel and their workmen and ensure that they comply with the said requirements.
Name:	Passport No:
Nationality:	
Signature:	Date:

PART V: Endorsement by Terminal Manager

The Works may proceed from (date/time) _____ to (date/time) _____ For <u>Hotwork</u> : Hotwork may only commence AFTER the permit has been endorsed by PSA's Emergency Response Section. <u>Remarks:</u> 	Signature:
	Officer-in-charge (Name/Designation):
	Department:
	Tel No.:
	Date/Time:

PART VI: Endorsement by Emergency Response Section (Applicable for hotworks)

*The Contractor <u>may proceed</u> with the Hotwork *The Contractor <u>may not proceed</u> with the Hotwork <u>Remarks:</u> 	Signature:
	Inspection Officer (Name/Designation):
	Tel No.:
	Date/Time:

** Please delete where not applicable*

PART VII: Endorsement of extension (where applicable) by Terminal Manager *

With regard to the Contractor's written request dated _____, extension for the Works from (date/time) _____ to (date/time) _____ is granted. <u>Remarks</u> 	Signature:
	Officer-in-charge (Name/Designation):
	Date/Time:

* If extension is granted, Terminal Manager to fax the permit with endorsement to **ERS**

TERMS AND CONDITIONS FOR THE GRANTING OF A CONTRACTOR'S PERMIT FOR WORKS TO BE CARRIED OUT WITHIN PSA'S PREMISES ("TERMS AND CONDITIONS")

1. A Contractor's Permit is required for any work carried out whether on board a vessel berthed at PSA premises or elsewhere at PSA premises, including works under guarantee or warranty, goodwill inspections and/or other works done free of charge. Each Contractor's Permit is valid for one job only and PSA reserves the right to decline an application without giving any reason whatsoever.
2. The Contractor's Permit is personal to the Contractor and is non-transferable. Such Permit is valid only in respect of the Works undertaken at the Worksite and for the validity period as granted by PSA. For any extension of the validity period, Part VII of this permit is to be endorsed by PSA.
3. A certified true copy of the valid PSA Licence or PSA Temporary Licence must be produced together with this Application. All fees and charges payable by the Contractor (if any) are subject to change by PSA at any time and from time to time without notice and without giving any reason.
4. The Contractor's Permit is not valid unless it has been signed by the Terminal Manager of the relevant terminal where the Vessel is berthed or where the Worksite is located, and in the case of hotwork, it has also been endorsed by Emergency Response Section. The Contractor shall maintain continuous liaison at all times with the relevant terminal's section supervisor who is in charge of the Vessel or Worksite.
5. (a) The Applicant and the Contractor shall jointly and severally comply with and shall ensure that each of the Contractor's servants, agents, contractors and/or workmen complies with all laws, regulations, orders, notices and any other requirements relating to the safety, health and welfare of such servants, agents, contractors and/or workmen in relation to the Works, including without limitation the Workplace Safety and Health Act and all regulations promulgated there under, the PSA Safety Rules and the PSA Security Rules and any other safety rules and safe work practices issued by PSA from time to time.

(b) The Applicant and the Contractor shall also jointly and severally render all necessary assistance and co-operation as required by PSA in respect of all matters relating to PSA's compliance with all applicable laws and regulations.
6. The Applicant and the Contractor shall jointly and severally ensure at all times a safe environment for the performance of the Works and shall not permit any of either of their servants, agents, contractors and/or workmen to do anything not in accordance with the generally accepted principles of sound and safe practice as required by the relevant authorities and PSA.
7. Without prejudice to clauses 5 and 6, the Applicant shall ensure that the Contractor engages, a competent person (the "Risk Assessor") to conduct a proper risk assessment of the Works in accordance with the Workplace Safety And Health (Risk Management) Regulations 2006 (the "Risk Assessment") and attach a copy of the Risk Assessment to this Application as Appendix 1.
8. The Applicant and the Contractor shall jointly and severally comply with and ensure that each of their servants, agents, contractors and/or workmen complies with all the requirements (including all control measures) stipulated in the Risk Assessment.
9. Where the Works are to be carried out on board a Vessel, the Applicant and the Contractor shall jointly and severally ensure that a copy of the Risk Assessment is provided to the Master of the Vessel prior to the commencement of the Works and that the Master of the Vessel shall comply with and ensure that each of the crew, servants, agents, contractors (including the Contractor) and/or workmen comply with all the requirements (including all control measures) stipulated in the Risk Assessment.
10. When hotwork is required to be performed as part or in the course of the Works, the Applicant, the Contractor and the Master of the Vessel shall jointly and severally ensure that:
 - (a) the Ministry of Manpower ("MOM") is duly notified at least 3 days prior to the commencement of the hotwork, and that each of their servants, agents, contractors and/or workmen complies with the Factories (Shipbuilding & Ship-Repairing) Regulations (Cap. 104, Regulation 11) and other relevant laws and regulations in relation to the preparation and performance of the hotwork, including without limitation, the implementation and compliance with MOM's permit-to-work system;
 - (b) all MPA's requirements and any change to such requirements in respect of hotwork on board vessels are duly complied with;
 - (c) the hotwork shall at all times be carried out under the supervision of trained safety personnel; and
 - (d) all the workers employed by the Contractor in carrying out the hotwork are properly trained and suitably qualified by the relevant accredited organisations.
11. Without prejudice to clauses 5 to 9, the Applicant shall engage a suitably qualified person (the "Safety Assessor") to conduct a hotwork safety assessment of the location at which the hotwork is to be carried out in accordance with the Factories (Shipbuilding & Ship-Repairing) Regulations (Cap. 104, Regulation 11) (the "Safety Assessor"). The Applicant shall attach a copy of the Safety Assessment to this Application as Appendix 2.
12. The grant of the Contractor's Permit shall be subject to PSA's satisfaction of the Applicant's and the Contractor's due compliance with the Risk Assessment and Safety Assessment. For avoidance of doubt, PSA does not represent, warrant or guarantee the accuracy and/or completeness of the Risk Assessment and/or the Safety Assessment in accordance with any regulatory requirement and shall not be liable whatsoever for any loss or damage to properties, injuries to any person (fatal or otherwise), any statutory or regulatory liabilities arising from the requirements herein of the Risk Assessment and/or the Safety Assessment or its or any other person's reliance on such Risk Assessment and/or Safety Assessment and the Applicant and the Contractor shall jointly and severally absolve and fully indemnify PSA in respect of such loss damage, injuries and/or liabilities.
13. PSA reserves the right to supervise operations generally within PSA's premises if it deems fit, including the right to direct or instruct the Contractor's servants, agents, contractors and/or workmen where necessary and in the interests of safety and security. For the avoidance of doubt, the servants, agents, contractors and/or workmen of the Applicant and/or the Contractor shall not in any way be deemed to be PSA's servants or agents in the course of such supervision. Without prejudice to the foregoing, the Applicant and the Contractor jointly and severally undertake to absolve and fully indemnify PSA in respect of any injury to any person (fatal or otherwise), and loss or damage to any properties arising from or in connection with the performance of the Works.

14. Where diving or underwater operations are to be carried out, the Applicant, the Contractor and the Master of the Vessel shall jointly and severally ensure that each of their respective servants, agents, contractors and/or their workmen duly comply with all the relevant rules, regulations and requirements relating to such operations, including without limitation, the requirements stipulated in MPA's Port Marine Circulars for Underwater Operations for Maintenance of Vessels.
15. The Contractor, its servants, agents, contractors and workmen are not allowed entry into PSA's restricted areas unless the Contractor is in possession of a valid PSA Pass or PSA Temporary Licence and a valid Contractor's Permit and each of its servants, agents, contractors and/or workmen is in possession of a valid PSA Pass.
16. The Applicant and the Contractor shall jointly and severally ensure that each of their servants, agents, contractors and/or workmen shall:
 - (a) only enter into such part of PSA's restricted areas as allowed by PSA and then only for the specific purpose of carrying out the Works and no other activity; and
 - (b) have the PSA Pass and copies of the relevant Contractor Licence and Contractor's Permit at all times while in PSA's restricted areas and shall produce the same for inspection as and when required by PSA's authorised personnel.
17. Notwithstanding any other provisions herein, PSA shall not in any way be liable for any loss of, damage to or destruction of any property including properties belonging to or in the possession or control of the Contractor, the Applicant, the Master of the Vessel or any of their servants, agents, contractors and/or workmen, or the Vessel or any other person and/or for any injury (whether fatal or otherwise) to the Applicant, the Contractor, the Master or any of their servants, agents, contractors and/or workmen or any other person, including injuries arising directly or indirectly out of any actor omission on the part of PSA or any of its servants, agents or contractors.
18. Notwithstanding any other provisions herein, the Applicant and the Contractor shall jointly and severally fully indemnify PSA against all liabilities in respect of any injury, loss or damage caused to any person or property, including any employee or agent or property of PSA howsoever caused, including any use of the Contractor's Permit by the Applicant and/or the Contractor and/or any of their servants, agents, contractors and/or workmen and/or any other person engaged by either of them or under or deemed to be under either of their control.
19. The Contractor's Permit remains the property of PSA at all times and PSA reserves the right to withdraw, cancel or suspend the Contractor's Permit at any time without any reason being assigned thereto and no refund thereof shall be made.
20. Without any prejudice to clause 19, PSA shall not be liable to any person in any way for any inconvenience, loss, damage or embarrassment of any nature due or arising from the Contractor's Permit not being accepted or honoured or being invalidated or withdrawn for any reason.
21. The Applicant and the Contractor shall jointly and severally ensure that the Contractor's Permit is not used in any way by anyone other than for the purpose of the Works as allowed by PSA. If the Contractor's Permit is lost or stolen, the Applicant and/or the Contractor shall report the same to PSA immediately.
22. PSA's records of transactions arising from and in relation to the use of the Contractor's Permit shall be conclusive and binding on the Applicant and/or the Contractor.
23. If any provision of the Terms and Conditions or any part thereof is declared to be void, invalid, illegal or otherwise unenforceable under any applicable law, such provision or part thereof shall be severed and the remaining provisions or the remaining parts of the provision shall remain in full force and effect.
24. The rights and remedies of PSA under the Terms and Conditions are cumulative and are not exclusive of other rights and remedies available to PSA at law.
25. PSA reserves the right to amend, add or remove any provision or part thereof in the Terms and Conditions. Unless otherwise stated herein, the Terms and Conditions may be varied by PSA at any time and from time to time as it deems fit and any such addition, amendment or removal may be notified to the Applicant and/or the Contractor in writing or by any other means or manner as PSA may decide.
26. No forbearance or failure or delay by PSA in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on the part of PSA, and no waiver by PSA of any breach of the Terms and Conditions on the part of the Applicant and/or the Contractor is to be deemed as waiver of any subsequent breach of the same or any other provision of the Terms and Conditions.
27. This Application for the Contractor's Permit on the Terms and Conditions herein is governed by Singapore law. The Applicant, the Contractor and the Master of the Vessel hereby jointly and severally submit to the exclusive jurisdiction of the courts of Singapore.

Contact Numbers:

Brani Terminal: 62778691 Keppel Terminal: 63212592 Tanjong Pagar Terminal: 63212287 Pasir Panjang Terminal: 67717575 Multi-Purpose Terminal (PPW): 6771 6263 (SW): 6750 7130 Pass Centre: 63211809 ERS: 63211111 (Fax No: 63212074)

SAMPLE FROM MOM

ACTIVITY- BASED RISK ASSESSMENT FORM				
Company:		Conducted by:		
Process / Location:		(Names, designations)		
Approved by:		(Date)		
(Name, designation)		Last Review Date:		Next Review Date:
(Date)				

1. Hazard Identification				2. Risk Evaluation				3. Risk Control	
1a.	1b.	1c.	1d.	2a.	2b.	2c.	2d.	3a.	3b.
No.	Work Activity	Hazard	Possible Accident / Ill Health & Persons-at-Risk	Existing Risk Control (if any)	Severity	Likelihood	Risk Level	Additional Risk Control	Action Officer, Designation (Follow-up date)

PERMIT FOR HOTWORK ONBOARD VESSEL

(HOT-WORK SHALL NOT START UNTIL STAGE 1 TO 3 ARE DULY COMPLETED AND SIGNED BY THE RESPECTIVE PERSONNEL)

PREMISES: _____	DATE: / /	
LOCATION OF HOTWORK _____	COMMENCEMENT _____	TIME: _____ HRS
TYPE OF HOTWORK: _____ (flame cutting/ welding/ burning/ grinding/ gouging/ brazing)*		
DETAILS OF HOTWORK TO BE CARRIED OUT: _____ _____		

STAGE 1: INSPECTION BY THE SUPERVISOR OF THE HOTWORK

Special hazards and risks (if any): _____

Measures taken: _____

I have taken necessary measures to render the area safe and fit for hotwork application. Further, I shall ensure compliance with the undermentioned requirements prior to the commencement of and during the hot-work:-

- Presence of fire watchman with fire extinguishers / fire hoses
- Prominent display of hotwork permit with sketch
- Maintain adequate forced ventilation and lighting

Pls tick the applicable requirements in boxes provided

SKETCH

Validity: This permit is valid for _____ days.

NAME: _____
 DESIGNATION: _____
 SIGNATURE _____
 DATE / / TIME: _____ HRS

STAGE 2: ENDORSEMENT BY SAFETY ASSESSOR

I have inspected and confirm that:

the location is not fit for hot-work

Remarks: _____

NAME: _____ SIGNATURE: _____ DATE: / / TIME: _____ HRS

the location is fit for hot-work:

- its location and surrounding are free from combustible / flammable substances and
- the necessary safety requirements have been complied with.

Additional safety precautions to be taken: _____

I hereby endorse the permit.

NAME: _____ SIGNATURE: _____ DATE: / / TIME: _____ HRS

STAGE 3: APPROVAL BY TERMINAL SRM / SHIP MASTER

Having satisfied that all safety measures for this hot work are in place, I hereby approve the permit.

NAME: _____ SIGNATURE: _____ DATE: / / TIME: _____ HRS

STAGE 4: NOTIFICATION OF COMPLETION OF WORK BY STAFF SUPERVISING HOTWORK / ENGINEERING SDO

The above mentioned work was completed on ____/____/____ at _____ hrs.

NAME: _____ SIGNATURE: _____ DATE: / / TIME: _____ HRS

- Delete where not applicable
- Document date: 7 Jul 04

- 1) H/W Supervisor
- 2) Safety Assessor
- 3) Agent/Master
- 4) SDO/SDM