

STEEL AUTHORITY OF INDIA LIMITED
IISCO STEEL PLANT
BURNPUR – 713 325

Regd. Office
IspatBhawan,
Lodi Road, P.O.Box 3049,
New Delhi – 110 003

Office of the DGM (Contracts)
Phone No. (0341) 2240 708
FAX No. (0341) 2241 506& 2240 704

GENERAL TERMS & CONDITIONS

1.0 DEFINITIONS :

(a) The term “Contract” shall mean the Invitation to Tender, the Instructions to Tenderers, the Tender acceptance of Tenderer.

(b) The term “Contractor” shall mean the person/firm or Company with whom the order is placed and shall be deemed to include the Contractor’s successors, the representative, heirs, executors and administrators unless excluded by the Contract.

(c) The term “Company” shall mean Steel Authority of India Limited – IISCO Steel Plant.

(d) The term “Executing Authority” shall mean the Head of the different departments under whom the Contracts are supposed to be executed.

2.0 The Executing Authority shall make any variation of the form of quality or quantity of the work or any part thereof that may, in his opinion, be necessary and Contractor shall abide by the decision of the Executing Authority.

3.0 Quantities as and where set in the attached schedule of work are projected estimated quantities of work and these are only meant for broad guidance whereas, the actual quantity necessary to be executed may increase or decrease depending upon the exigencies of work and it is being very clearly stated that no damage/claim/compensation etc. from, the Contractor will be entertained by the Company for any such variation whatsoever.

4.0 The Contractor shall always abide by the Security Rules of IISCO STEEL PLANT (ISP) as may be in force from time to time.

5.0 All Contractors shall withdraw all Security passes to/from their workers immediately prior to their retrenchment and deposit them in the office of pass Section of CISF under intimation to the Department.

6.0 The Contractor shall execute the job in such a manner that it does not affect/hamper the operation maintenance of existing plants.

7.0 The Contractor should appoint authorized representative who shall be present at work site at all time & all days, should also submit up to date list, from time to time, of such authorized person for sites to the Executing- in- charge.

8.0 The Contractor entrusted with the work shall in no case engage a Sub-Contractor for the execution of the work unless specific written permission for the same is obtained from the Company.

9.0 After placement of order on the Contractor for the execution of the work, if for any reason at any state the Company wished that the work should not be executed, the Company will have the right to terminate the contract at Company’s option. If however, the work has already been commenced and a part of the job is completed by the Contractor, the Contractor shall be paid proportionately for the completed work only and Contract terminated at the option of the Company.

10.0 After the completion of the work, the Contractor shall submit a detailed Reconciliation Statement of all the materials issued to him, quantities consumed for the execution of the work and the balance left with the Contractor, balance materials will have to be returned to the department. Please also note that the materials which cannot be reconciled will be charged at penal rates (as fixed by the Company) to the Contractor and will be realized from the Contractor’s Bills.

11.0 Earnest Money Deposit: Earnest Money is to be deposited by the Tenderer with our DGM (Fin.) in the form of a crossed Demand Draft/Pay Order or Banker’s cheque drawn on any scheduled Commercial Bank except Co-operative & Gramin Bank in favour of Steel Authority of India Limited – IISCO Steel Plant payable at Burnpur or Asansol Branch of the said Banks. Bank Guarantee from Scheduled

Commercial Banks except Co-operative & Gramin Bank as per our format may also be accepted as Earnest Money. Documents in original as above must be submitted along with the offer without which the offer shall not be considered as valid. The Earnest Money shall not bear any interest and will be refunded to the unsuccessful tenderers, in due course of time.

Please note that if the drawee branch is at Asansol, then "Payee Name" should be "Steel Authority of India Limited-IISCO Steel Plant, Burnpur" And if the drawee branch is at Burnpur, then "Payee Name" should be "Steel Authority of India Limited-IISCO Steel Plant."

For exemption of Earnest Money (as mentioned in Notice Inviting Tender) necessary documents must be submitted. Small Scale Units/Ancillary Units and Public Sector Units/Govt. undertakings and Co-operative Societies may be exempted from submission of Earnest Money as per Government policy based on documentary evidence. For SSI Units, the exemption from submission of E.M. is to be granted only for the items for which is registered.

12.0 Security Deposit:

(i) Successful tenderer is required to deposit 10% amount of the full contract value as security money to the company in the following manner:-

- a) 2.5% (two & half percent) of the full contract value as initial deposit within 15 days (preferred) time from the date of receipt of LOI/Work Order before start of the work.
- b) Balance 7.5% (Seven & half percent) of the security deposit will be deducted from the running bills of the contractor @ 10% of each bill value till total of 10% security deposit is recovered against the contract.
- c) Initial Security deposit is to be made by Demand Draft/Pay Order only drawn on any nationalized/Scheduled Commercial Bank except Co-operative & Gramin Bank in the name of SAIL - ISP payable at Burnpur Branches of Banks.

(ii) The Contractor shall not be entitled to any interest on the amount of security money deposited by them in whatever manner at any point of time.

(iii) The Security deposit shall be refunded to the contractor after satisfactory completion of work as certified by the Executing Authority / as per terms of the work order / contract as applicable.

13.0 ARBITRATION : All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of Indian Council of Arbitration and award made in pursuance thereof shall be binding on the parties.

Subject as aforesaid the provisions of the Arbitration Act.1940 or any statutory modification or enactment thereby and the rules made therein and for the time being in force shall apply to the Arbitration proceedings for this clause.

14.0 LIQUIDATED DAMAGES CLAUSE: If the Contractor fails to complete the work within the stipulated period and /or as required by the Company. Contractor shall pay to the Company as Liquidated Damages to one (%)percent of value of work for every day's delay beyond stipulated period provided the entire amount of Liquidated Damages under provisions of the Clause shall not exceed 10% of value of work . However, if the delay exceeds ten (10) days Company reserves the right to terminate the Contract and get the job completed through other Agency/ies, at the risk and cost of Contractor.

15.0 SAFETY: All necessary safety precautionary measures are to be adopted by successful Tenderer for his Workers while working including providing safety appliances to the work-force deployed for the job at his own cost. Height passes, if required, is also be arranged by successful Tenderer. It should therefore be ensured that Full body Harness with double lanyard (Safety Belt), Safety Net, Fall Arresters etc. are made to the Contractor's workers by their respective Contractors whenever required and are used by them. All safety belts (to be used at height jobs) should be free from any defect in harness, life line and anchorage hook and must bear IS Mark.

Before starting of the job, the contractor/s must submit individual medical certificate against every engaged employee, issued by a registered medical practitioner (MBBS), in favour of the workers required to work at height declaring that all such worker/s are fit to work at height.

16.0 Penalty: Penalty charges will be imposed on defaulting contractor as indicated below:-

A) Violation of safety norms:

Sl.No.	Type of violation:	Penalty in Rupees	
		Works/Non- works	Projects
1.	Occasional safety violations not wearing crash helmet inside the Plant	Rs. 1,000/-	Rs. 1,000/-
2.	Minor safety violation	Rs. 6,000/- for 1 st violation Rs. 12,000/- subsequent violation	Rs. 10,000/- per first violation, Rs. 15000/- for subsequent violation
3.	Major safety Violation	Rs. 10,000/- for 1 st violation, Rs. 20,000/- for subsequent violations.	Rs. 20,000/- for 1 st violation, Rs. 30,000/- for subsequent violation.
4.	Near Miss Cases which may lead to Fatal / Permanent disability	Rs. 20,000/- or 10% of the contract value whichever is lower per incident.	Rs. 60,000/- or 20% of the contract value whichever is lower per incident.
5.	a) Fatal b) Permanent disability (total loss of earning capacity)	a) Fine of Rs. 5 Lakhs or 20% of the contract value whichever is lower per fatality for a contract upto Rs. 10 Crores. b) Enquiry Committee shall be formed & further advises like exemplary fine (over & above the stipulated mandatory penalty given above) / debarring / banning / blacklisting of the contractor will be taken as per recommendations of the committee	a) Fine of Rs. 6 Lakhs or 20% of the contract value whichever is over per fatality for a contract up to Rs. 10 crores. b) Fine of Rs. 12 Lakh or 20% of contract value whichever is lower per fatality for a contract above Rs. 10 Crores. c) Enquiry Committee shall be formed & further advises like exemplary fine (over & above the stipulated mandatory penalty given above) / debarring / banning / blacklisting of the contractor will be taken as per recommendations of the committee.
6.	Property damage cases	If any damage is caused to company properties during execution of the job, a committee will be formed to assess the damage and the penalty as suggested by the committee will be deducted from the bill / Security deposit of the contractor.	

- a) In addition to the above if safety norms are found to be violated more than 3 (three) times during the tenure of the contract, ISP will have the discretion to terminate the contract forthwith. Moreover the defaultee contractor may be debarred from participating in future tenders for the next 1 (one) year.

- b) In case of fatal accident occurs during the execution of the contract, a penalty will be imposed on the contractor on the basis of recommendation of a committee constituted by competent authority of ISP on case to case basis.
- c) Apart from safety lapses a penalty from 1% to max. 10% of contract value for each specific complaint/unsatisfactory performance and/or default during the terms of contract awarded to the successful tenderer, depending upon the nature and extent of such complaint/default etc. will be imposed.
- d) The aforesaid penalty will be realized from the Bill/Security Money/Earnest Money or from other dues of the contractor.

For detailed definition of various types violations & penalty to be imposed thereon, please refer to Annexure "A"

17.0 The Contractor shall have to pay minimum wages to his workmen as per West Bengal Govt.'s Notification. Any increase in such wages from base date (i.e. date of opening of tender) during the tenure of the Contract will be reimbursed on actuals on submission of documents of wage disbursement to workers alongwith corresponding deposition of PF & ESI.

The claim for reimbursement of wages on account of change in minimum wages should be made within one month from the date of disbursement of said wages.

18.0 One point of Electricity and water will be available to the successful Tenderer free of cost from the nearest available source. Necessary cabling/pipe lines for extension as required will be arranged by the successful Tenderer at his own cost with prior approval of Executing Authority for the job .

19.0 P.F. Contribution of Contractor's Workmen-

Following process are to be followed by successful Tenderer :-

(a) In case the Tenderers have any exempt P.F trust of their own or are registered with RPFC. Then following details of the same

shall be given by the Tenderers in their Tenders, failing which, the Tenders shall be deemed to be incomplete.

The Tenderers have to declare in writing with their quotation that if the job is awarded to them, they will deposit P.F contribution (of both Employer and Employees) with the exempt fund trust or RPFC as the case may be month by month and that due particulars would be furnished to Company periodically.

(b) For those Tenderers who neither have any exempt P.F. trust of their own or P.F. Registration Number allotted to them by P.F. Authorities, the P.F. Contribution of their workmen along with Contractor's own subscription will have to be deposited by the Contractor to the Company in cash or Bank Draft within the specified date to be intimated to them at the time of award of Contract. Proof of having deposited the contribution against P.F will have to be furnished by the Contractors along with the subsequent bills, failing which, Company will be at liberty to take action as it deems fit.

20.0 State Insurance Act. : In terms of Section 1(3) of Employees' State insurance Act., the Central Govt. has vide notification No.S-38013/18/2001 SS dt.8.8.2001 made the provisions of the Act applicable to all factories covered under the ACT within the (area) J.L.No.1 to 27 of Burnpur under Hirapur P.S. Accordingly, IISCO Steel Plant , Burnpur, falls within the purview of Sec. 2(12) of the Act. w.e.f. 01-09-2001.

In view of the above, Contractors/Contractors' firms must register the names of the persons employed by them with the Employees' State Insurance Corporation and fulfill all the obligations as provided under the provisions of the E.S.I Act 1948. It is to be ensured that each Contractor before termination of the Contract in IISCO Steel Plant , Burnpur has cleared all the liabilities under the E.S.I Act. before arranging final payment to the Contractor(s)

21.0(a) Sufficient skilled workforce including adequate supervision for the job are to be arranged/deployed by the successful Tenderer for the successful execution of the job.

Please note that all liabilities of successful Tenderer's own work force deployed during and after completion of the job shall be his.

(b) All other statutory payments as prevailing on the date of opening of the tender shall be ensured by the contractor.

22.0 The successful Tenderer will have to submit a certificate about antecedents of his workers while applying for the issued/renewal of P.P. Passes of his workers as per the format. (Annexure-A).

The successful Tenderer shall take appropriate action under intimation to the Company against such workers whose character and antecedents are found or reported not satisfactory or has been reported to be involved or convicted for criminal offence involving moral turpitude in the court of law.

23.0 PAYMENT SCHEDULE :

Payment will be released through E-payment mode. Payment will be made within 15 to 30 days from the date of submission of bills clear in all respects.

Party should furnish necessary Bank particulars for getting the payment through E-payment mode.

24.0 If a Tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give Performance Guarantee Bond (in addition to the Security Deposit) in the form of Bank Draft/Bank Guarantee from any scheduled commercial bank except Co-operative & Gramin Bank. The amount of Performance Guarantee Bond will be decided by the Company at the time of placement of order. Earnest Money of the Tenderers who refuse to give Performance Guarantee Bond will be forfeited and they will not be considered in retendering if Order/Contract is not finalized from the present Tender.

25.0 The Tenderer/s before quoting the rate/s must visit the worksite/Department to acquaint himself/themselves with the working conditions, system of employment of labour and/or any other local conditions incidental to the work. Tenderers may contact our Executing Deptt. for further details.

Tender documents is not transferable.

Scoring/overwriting/corrections by hand must be initialed with date by the tenderer/s representative/Agent.

26.0 EXPERIENCE IN THE LINE :

I/We enclose herewith as a documentary evidence attested photo copies of carrying out similar nature of job in last 5 years together with letters of award received in last 5 years with full details of award amount, quantity, scope of work, completion period etc. I/We accept that IISCO Steel Plant reserves the right to refer back for checking /confirmation/verification etc. and may reject our offer if our experience/ performance is considered unacceptable.

27.0 ACQUAINTANCE WITH THE JOB:

I/We have acquainted myself/ourselves with the working conditions system of employment of labour and all local conditions general, special/ incidental or in relating to the work.

28.0 PARTICULARS OF TENDERERS :

28.1 I/We give below particulars of myself/ourselves.

28.1.1 Name :

28.1.2 Full Address :

28.1.3 Telephone/Fax Number :

28.1.4 Name of the Accredited Agent/representative :

28.1.5 Full address of the accredited Agent/Representative for purpose of communication and issue of instructions at site.

28.1.6 Telephone Number at site/Local office/e-mail no..

28.1.7 Name of Bank

Address of the Branch

Type of Account

A/C No.

28.1.8 PAN No.

29.0 DOCUMENTATION:

I/We enclose herewith original/copies thereof attested by a Gazetted Officer/Notary Public:-

- i) Certificate from a Nationalised Bank to prove the financial credibility to undertake the work.
- ii) PAN Card
- iii) Partnership Deed/Affidavit regarding ownership/Memorandum and Articles of Association. In the period of tenancy of the Contract awarded, if any change is made in the declared partnership, the same shall be intimated to IISCO Steel Plant and prior clearance obtained from IISCO Steel Plant.
- iv) Company Registration Certificate.
- v) Trade Licence
- vi) Credentials as per Clause of Invitation to Tenderers.

30.0 DECLARATION :

I/We declare that :-

- i) I/We have no relative within the meaning of Section 6 read with Schedule 1A of the Companies Act.1956 employed in any capacity in the Company.
- ii) I/We have relative within the meaning of Section 6 read with Schedule 1A of the Companies Act.1956 employed in the Company and furnish full name, particulars of position hold by the relative.
(Strike out whichever is not applicable.)

31.0 VALIDITY:

I/We agree to keep my/our Tender open for acceptance by the Company for a minimum period of **90/120/150 days** from the date of opening thereof.

32.0 TERMS & CONDITIONS :

I/We return the copies of the Invitation to Tender and General Terms & Conditions of Contract duly signed with seal on every page in token of my/our having been read, understood and accepted all the terms and conditions mentioned therein.

33.0 GENERAL :

I/We understand and note that :-

- i) The terms and conditions in the Tender form are final for all purpose and no other terms and condition contrary or in variation or additions to what are contained therein shall be accepted by the Company unless the same be contained in any formal Agreement duly executed by the Company and the Tender/Contracts
- ii) No subsequent correspondence on the Tender initiated by me/us will be entertained by the Company
- iii) Canvassing in any form is strictly prohibited and that if I/We do resort to canvassing the Tender submitted by me/us will be liable to rejection.
- iv) Unless and until a formal "Agreement" (in Company's prescribed form) is prepared at my/our cost, the invitation to Tender, offer of myself/ourselves in this Tender from, the General Terms & Conditions of Contract and the written acceptance of the offer or so much of the same by the Company, shall constitute a binding Contract between the Company and myself/ourselves until the said "Agreement" (in company's prescribed form) is executed.
- v) All Tenderers are to note that minimum wages/Basic Plus D.A. plus V.D.A payable to labourers as per rules in force, and take this into account in tendering firm rates which will apply during entire tenure of the Contract i.e. no escalation will be paid even on account of change in V.D.A They make seek clarification, if any, from Contracts Dept& Personnel Dept. & quote accordingly.
- vi) In case the Tenderer backs out or withdraws their Tender offer during the validity within which the

Tender are to remain open for consideration, the Tenderer's Earnest Money will be forfeited. This provision for forfeiture shall also apply to the offer that might be made by the Tenderer after negotiations and discussion with IISCO Steel Plant. subsequent to the opening of the Tender . The valid period of the Tender offer shall be considered as that indicated in Invitation to Tender and including also the period as per subsequent written confirmation the Tenderer for further extension of validity, if any, beyond that indicated in the Notice Inviting Tender.

vii) In case the L-1 Tenderer backs out he/they shall be debarred from participation in all types of Tenders for 6(six) months.

viii) Negotiation: The Company reserves the right to invite /call any Tenderer/s for discussions/negotiations as may be decided after opening of Tenders. Non-compliance by the Tenderer to attend negotiation sub-negotiations/discussion shall render his/their Tender liable to rejection with forfeiture of Earnest Money without further reference. It is to be noted that holding of discussion/negotiations or finalisation on contract on basis of Tenders received without discussion/negotiations is the prerogative of Management and there will be no claim on the part of tenderer/s to ask for discussions/negotiations.

ix) If my/our Tender is not accepted, I/We shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by me/us through or in connection with my/our submission of Tender even through the Company may elect to withdraw the Invitation to Tender.

x) Mere sale/issuance of Tender paper does not bind the Company in any way in respect of the proposed Contract with the purchaser of Tender paper.

34.0 TERMINATION OF CONTRACT

i) Be it noted that any unlawful action, which is against the Safety and Security of the Plant and Equipment and endangers human life, may lead to summary termination of the Contract, before the completion of the Contract tenure and during the operation of tenure of the Contract.

ii) If the work and progress of the awarded work is not carried out as per the terms of agreement and successful Tenderer fails to give any satisfactory explanation for poor performance of work and supervision, which is on account of successful Tenderer 's non-compliance of the working instruction, the Executing Department may recommend to the Management for imposing penalty and on repetitive recurrence management may hold successful Tenderer responsible and form a ground for revocation of the Contract as well.

35.0 FORCE MAJEURE:

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, civil, commotion, sabotage, floods, explosions, quarantine restriction, strikes, lockouts, or Act of God at Contractor/Company works only (hereinafter referred to as events) provided notice of happenings of any such event with documentary evidence is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall be reason of such events, be entitled to terminate this contract nor shall either party have any claims for damages against the other in respect of non performance or delay in performance and the delivery of work under the contract shall be resumed after such event has ceased to exist provided that power-cut interruption shall not be treated as an event under Force Majeure condition.

Notwithstanding anything to the contrary stated herein, the Company shall have the right prior to the end of the event of Force Majeure to terminate the Contract without any compensation to the Contractor if the Contract is suspended by the occurrence of the event of Force Majeure for a period of more than ninety (90) days.

36.0 IISCO Steel Plant reserves its rights to remove from list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

37.0 Should any provisions in the General Terms & Conditions of Contract be contrary to the Invitation to Tender, the provisions in the Invitation to Tender shall prevail.

38.0SIGNATURE :

This Tender form has been duly filled in, sealed, signed and dated by me/us and every page of the enclosed documents has been signed with date by me/us in token of my/our acceptance thereof .

Yours faithfully

Enclo:

In the capacity duly authorized to

sign

Tenders for and on behalf of :

Signature of Witness:

Address of Witness:

Occupation of Witness

Dated.....

LETTER HEAD OF CONTRACTOR

Ref. No.

Dated

To

The Asst. Commandant (Pass)

C.I.S.F.

IISCO Steel Plant, Burnpur

Dear Sir,

We have been awarded the Contract of (Job description)

.....

Contract No. for a period of

.....

Underdepartment.

Photocopy of the said Contract/Letter of Intent is enclosed.

The contract labourers whose particulars are given below will be engaged in the said job. We would request you to kindly issue fresh passes/extend the validity/date of renewal.

Sl. No.	Name of the Cont. Labour	Father's/ Husband's Name	Age	Identification Mark	Local Address	Permanent Address

We certify that the character and antecedents of the above mentioned workers have verified and there is nothing adverse against them.

Thanking you,

The passes may (*) be issued
with.....

(*) To be mentioned whether validity date or date of renewal depending upon the clarification given under point No. 1 and point No. 2 of Circular Ref. ED(W)/CD/CIR/1624 dtd. 30.09.91

ANNEXTURE-“A”

Category	Violations covered under the category		Area-wise penalty in Rupees/violation		
			Works/Non-works	Projects	
I.	Occasional violation - Not wearing crash helmet within the Works Area		Rs. 1,000/-	Rs. 1,000/-	
II.	Minor violations			Rs. 6,000/- for 1 st violation Rs. 12,000/- subsequent violation	Rs. 10,000/- per first violation, Rs. 15000/- for subsequent violation
	A	Excavation	<ol style="list-style-type: none"> Shuttering not done (below 2 mtrs level) of excavation. Excavated materials left near the edge of the pit. 		
	B	Electrical	<ol style="list-style-type: none"> Proper board plug. Taking shelter behind electrical panel. Source of supply/danger board not displayed on the Power Distribution Boards (PDB). Cables used having many joints. 		
	C	Material Handling	<ol style="list-style-type: none"> Guy ropes not used during shifting of materials. 		
	D	Gas Cutting	<ol style="list-style-type: none"> Rolling/Lifting of cylinders/dragging on the ground (without cage). Gas hose pipe clamping done by wires. LPG Cylinder date expiry / over. Wet bags/cover not put on gas cylinder. Loading /unloading of cylinder-cushion not given. Colour coding of gas cutting of hoses not followed. 		
	E	Arc Welding	<ol style="list-style-type: none"> Welding with non-standard holder. 		
	F	PPEs	<ol style="list-style-type: none"> PPEs should be ISI marked 		
	G	Vehicle	<ol style="list-style-type: none"> Driving of heavy vehicles on the main road during restricted hour. Parking at unauthorized place. Truck side panel broken/ not Ok. No number plate on vehicle. No head / indicator/brake light / horn on the vehicle. Tyrese of vehicle having patching /bolting. Un-authorized dumping of material. 		
	H	Permit	<ol style="list-style-type: none"> Not putting red flags / stopper. Dismantling of structure without authorized plan. 		

	I	General	1. Make-shift arrangement for job execution.		
III.	Major Violations			Rs. 10,000/- for 1 st violation, Rs. 20,000/- for subsequent violations .	Rs. 20,000/- for 1 st violation, Rs. 30,000/- for subsequent violation.
	A	Height	<ol style="list-style-type: none"> 1. Unauthorized entry at height / hazardous locations 2. Fall arrester not provided / used. 3. Height Pass not made / not available 4. Using bamboo / or other non-standard material for scaffolding. 5. Railing not given at platforms or opening of floor. 6. Scaffolding planks not tied. 7. Throwing / dropping of material from height. 8. Proper ladder / approach not given for working at height. 9. Full body harness (FBH) not wearing. 10. Lifeline of FBH not anchoring. 11. Floor opening left unguarded in the area of work. 12. Working at roof without work permit. 13. Walkway/cross over path not provided. 		
	B	Excavation	<ol style="list-style-type: none"> 1. No barricading of excavated pits. 2. Proper ladder / steps not provided for descending / ascending. 3. Overhanging burden in pit not removed in excavation. 		
	C	Electrical	<ol style="list-style-type: none"> 1. Power Cable clamped with G.I. wires to post / pillar. 2. Power cables tied on reinforce rod / structure without proper insulation. 3. Loose connection taken from board without 4. Power cables/electrical wires lying on ground in haphazard manner. 5. Electrical Control Post not provided with Barricade /Shelter/Canopy. 6. Earthing not provided on Electrical equipment. 7. ELCB RCCB not installed on PDB. 		
	D	Material Handling	<ol style="list-style-type: none"> 1. Use of damaged slings/tools/ropes. 2. Fitness certificate of cranes / 		

			<p>heavy vehicles lifting tools & tackles not available.</p> <ol style="list-style-type: none"> Crane rope conditions not Ok. Rope of crane not clamped properly. 		
	E	Vehicle	<ol style="list-style-type: none"> Sleeping under truck. Driving in intoxicated condition. Dropping /Spillage of material on the road. Violation of approved speed limits during plying on the road. No front /rear wheel guards on Hydra-m/c. Driving license not available /valid. 	<p>Rs. 10,000/- for 1st violation, Rs. 20,000/- for subsequent violations .</p>	<p>Rs. 20,000/- for 1st violation, Rs. 30,000/- for subsequent violation.</p>
	F	PPEs	<ol style="list-style-type: none"> Not wearing safety helmet, safety shoes at site. Working in slippers / barefoot. Hand gloves not used. 		
	G	Permit	<ol style="list-style-type: none"> Working without work permit / shut down Unauthorized oxygen tapping. Working on ISP installations without permission. Critical /heavy erection of structures without authorized plan. 		
	H	Statutory Records	<ol style="list-style-type: none"> SWL Certificates of lifting machines / equipment's not valid / available / details not displayed on the equipment. Eye examination records of vehicle/crane operators not available. Electrical Authorization not available. 		
	I	Arc Welding	<ol style="list-style-type: none"> Welding screen not used. Welding machine earthing not done. (Double body earthing). Using non-power cable instead of welding cable. Welding cables used with many joints. Lugs not provided for connecting cables to Welding machines. Local isolation switch not provided on welding machines. 		
	J	General	<ol style="list-style-type: none"> Absence of Supervisor at work site. Sleeping adjacent to the Furnace / Gas prone area. Not having proper gate passes / other area passes. Not reporting of accident. Hand grinders / mixer machines without guard. 		

	K	Gas Cutting	<ol style="list-style-type: none"> 1. Working with leaking cylinder. 2. Gas cutting without required PPEs. 3. Condition of hose pipe not good. 4. Flash Back Arrester not provided at Torch & Cylinder end. 		
IV	Near Miss Cases which may lead to Fatal / Permanent disability			Rs. 20,000/- or 10% of the contract value which is lower per incident.	Rs. 60,000/- or 20% of the contract value whichever is lower per incident.
Category	Violations covered under the category		Area-wise penalty in Rupees/violation		
			Works/Non- works	Projects	
V.	Fatal Accidents / Permanent disability		<ol style="list-style-type: none"> a) Fine of Rs. 5 Lakhs or 20% of the contract value whichever is lower per fatality for a contract upto Rs. 10 Crores. b) Enquiry Committee shall be formed & further advises like exemplary fine (over & above the stipulated mandatory penalty given above) / 	<ol style="list-style-type: none"> a) Fine of Rs. 6 Lakhs or 20% of the contract value whichever is over per fatality for a contract up to Rs. 10 crores. b) Fine of Rs. 12 Lakh or 20% of contract value whichever is lower per fatality for a contract above Rs. 10 Crores. c) Enquiry Committee shall be formed & further advises like exemplary fine (over & above the stipulated mandatory penalty given above) / debarring / banning / blacklisting of the contractor will be 	

		debaring / banning / blacklisting of the contractor will be taken as per recommendatio ns of the committee	taken as per recommendations of the committee.
VI	Property damage cases	If any damage is caused to company properties during execution of the job, a committee will be formed to assess the damage and the penalty as suggested by the committee will be deducted from the bill / Security deposit of the contractor	