Tender Document

NIT NO.: NINL/CM/KRR/BF SLAG AND SCRAP /NIT –008

Date. 11.04.2018

Date of Opening of Techno-Commercial Bid : 27.04.2018 at 3.00 PM

Sub.: Tender for Handling and processing of BF Slag (both Granulated & Ungranulated) and Iron Scrap at the Plant Site of Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi by setting up of requisite Handling facilities.

Dear Sir,

Neelachal Ispat Nigam Limited (NINL) is an integrated Iron & Steel plant, having 1.1 million ton blast furnace, 0.5 million ton PCM and other have facilities like Sinter Plant, Coke Oven, Power Plant, Basic Oxygen Furnace, Ladle Furnace, Continuous Billet Casters, auxiliary facilities like Oxygen Plant, Air Compressors, Lime & Dolomite Plants.

NINL intends to engage suitable Contractor for Handling and processing of BF Slag (both Granulated & Ungranulated) and Iron Scrap inside NINL plant premises. The Contractor has to satisfy themselves regarding feasibility of work to be undertaken in this regard and assess necessary infrastructure to be built up by them for bringing in the equipments to the work site and be acquainted themselves in general with all local conditions, workability on the site facility for transport & storage of materials, availability of labour and materials and all their responsibilities for compliance to applicable laws and regulation and has obtained all other information on their own both as to risks, contingencies and other circumstances which may influence or effect the work and other requisite for proper execution of the contractual works after due inspection of site and surroundings and scrutiny of other related factors.

Whereas the Contractor bearing in mind all the prevailing site conditions and other related factors specially in view of the contractual obligations to be performed, declares that they posses necessary experience, a sound financial position along with suitable modern facilities, specialized employees to ensure that the work shall be of best quality and workmanship in accordance to the latest proven technology and engineering practices while fulfilling all the contractual obligation in its letter and spirit.

Whereas the Contractor has to submit the tender to NINL within the above scheduled time for execution of the said work in accordance with the technical specification as the tender documents enclosed herewith.

Please submit your tender in 3 bids, namely, a) EMD, b) Techno-Commercial Bid & c) Price Bid as per our NIT No. NINL/CM/KRR/BF SLAG AND SRCRAP /NIT-008 DATE 11.04.2018, by 3.00 PM of 27.04.2018.

Thanking you,

Yours faithfully,

(K. R. Rao)
Asst. General Manager (Commercial)
GENERAL TERMS AND CONDITIONS

DEFINITIONS

I. The following words and expressions as used hereinafter defined, shall have the meaning hereof assigned to them, except where the contract otherwise requires:

II. “PURCHASER” shall mean and include Neelachal Ispat Nigam Limited (NINL) and its different functionaries entrusted with the responsibilities in relation to the contract in respect of the area of responsibilities of such functionaries.

III. “CONTRACTOR” shall mean the Tenderer, whose tender shall be accepted by the Purchaser, and on whom the Contract shall be concluded by the Purchaser, and shall include his heirs, legal representatives, successors and permitted assignees.

IV. “CONTRACT” shall mean and include the contract between the Purchaser and the CONTRACTOR duly signed by the parties thereto, for the execution of the work together with all documents annexed / attached therewith.

V. “PURCHASER’S REPRESENTATIVE” shall mean GM (BF) or his authorised representative.

VI. “SITE” shall mean, the place or places envisaged by the Purchaser inside the premises of the Integrated Iron and Steel Plant of the Purchaser at Kalinga Nagar Industrial Complex, Duburi, where the services are to be performed under the Contract, together with such other places as may be specifically provided by the Purchaser for the purposes of the Contract.

VII. “WORK” shall mean and include all works specified or set forth and required in or referred to, in the Contract, or implied therefrom or incidental to the work contracted for and to be executed by the CONTRACTOR under the Contract.

VIII. Words importing “Persons” shall include firms, Companies, Corporations, associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the context so requires or permits.

Part-I (EMD) of the tender shall be opened on the due date of opening of tenders (i.e. on 27th April 2018) at 03.00 PM in presence of attending tenderers. Part-II (Techno-commercial part) shall be opened after verification of EMD about its validity. Part-III (Price Bid) shall be opened only for Techno-commercially acceptable offers, date of which shall be intimated by NINL.

Quotations shall be submitted in three separate sealed covers, all enclosed in an envelope superscribing NIT no. and date on all envelopes as detailed below:

PART – I: EMD (Envelope-1) of Rs. 6,00,000.00 (Rupees Six Lakh only) in form of Demand Draft drawn in favour of “Neelachal Ispat Nigam Limited” payable at Bhubaneswar be enclosed. Tenders without valid EMD will be rejected without any reference to tenderer. PSU organizations shall be exempted from submission of EMD.

PART – II: TECHNO-COMMERCIAL PART (Envelope-2): include all technical information and Commercial terms. General Terms & Conditions of Contract (GCC) (Annexure I) duly signed and stamped in each page as a token of Tenderer’s unconditional acceptance of all the terms & conditions stipulated therein. NO PRICE TO BE INDICATED TECHNO-COMMERCIAL BID. Following documents are to be enclosed in Techno-Commercial bid:

a) This tender document duly signed and stamped on all pages including GCC (Annexure-I).

b) Blank Price bid (Without indication of price).
c) Eligibility Criteria duly filled in with relevant documents in support of bidder’s claim to be eligible to participate in this tender.

PART – III: PRICE BID (Envelope-3)

Price Bid to be submitted in an enclosed format (Annexure-II).

All the bids to be submitted duly signed and stamped by the Proprietor/Partner/Director or authorised representative of Firm.

TECHNO-COMMERCIAL QUALIFIED BIDDERS NEED TO SUBMIT PRICE ONLINE DURING EVENT TO BE CONDUCTED BY OUR SERVICE PROVIDER, M/S MJUNCTION SERVICES LIMITED, KOLKATA, DATE OF WHICH WILL BE INTIMATED WITH A NOTICE PERIOD OF THREE (03) DAYS.

IN CASE ONLINE EVENT IS NOT CONDUCTED, OR UNSUCCESSFUL FOR ANY REASON, NINL RESERVES RIGHT TO OPEN THE SEALED PRICE BID AND FINALISE THE TENDER AS PER STANDARD TENDERING SYSTEM WITH DUE INTIMATION TO ALL TECHNO-COMMERCIAL ELIGIBLE BIDDERS.

SINGLE PART TENDER/PRICE MENTIONED IN TECHNO-COMMERCIAL BID SHALL BE REJECTED WITHOUT ANY REFERENCE.

The tenderers are requested to note the following:

a. Handwritten quotations with Alterations, Overwriting or Corrections without proper authentication shall be liable to be rejected.

b. Offer should be valid for a period of 90 days from the date of opening of tender.

c. The prices will be firm till completion of contractual period. No escalation (except as per clause no. 6 of General Terms & Conditions) will be allowed during the currency of the contract.

d. General Terms & conditions of Contract (GCC), shall form a part of the work order.

e. This Tender Form (GCC) duly signed and stamped in each page by the tenderer as a token of unconditional acceptance of the terms & conditions must be returned along with the quotation otherwise the offer is liable to be rejected.

f. Please note that incomplete / unsigned / late Tenders, as stipulated and not accepting the commercial terms & conditions in totality, shall be liable for rejection.

g. The sealed tenders may be sent by courier / speed post / Regd. Post(by hand to be dropped in the designated Tender Box. Late Tenders will not be considered. NINL shall not be held responsible for any delay or loss of tender documents in Postal / Courier transit.

h. NINL reserves the right to partially or totally accept or reject any/all bids without assigning any reason whatsoever.

Tenderer must submit the tender in sealed condition addressed to the Asst. General Manager (Commercial), Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi – 755 026, Dist. – Jajpur (Orissa) be dropped in tender box, before 03.00 PM of 27 April 2018 (Friday).

1.0 Scope of Work:

1.1 Handling & Transportation of un-granulated Blast Furnace Slag from dry slag pit

1.1.1 Cooling of Hot slag by spraying water.

1.1.2 Digging of Hot slag with the help of Hydraulic Excavator / Loader.

1.1.3 Dozing of the slag as and when required to facilitate smooth digging.

1.1.4 Loading of the slag onto Dumpers /Tippers.

1.1.5 Transportation of the slag to slag handling area /Waste Dump Pit inside plant up to a lead distance of 4 Kms.

1.1.6 Unloading of the Slag at slag processing Yard/ Waste dump.

1.1.7 Dozing & leveling of slag at Dump Yard to make the space for further dumping.
1.2 **Handling and Processing of Iron Scrap**

1.2.1 **Recovery of Scrap from BF Dry Slag Pit.**

BF Dry Slag pit may contain some quantity of metallic scrap, estimated to be about 0.5% to 0.8% only. Since the quantity of scrap expected is very low the recovery of scrap will be carried out at pit head while digging the slag with the help of Excavator/Loader. If required lancing/ cutting/ balling to be done. Consumables like Oxygen; Lancing pipe etc. shall be supplied by NINL free of cost.

1.2.1.1 The scrap recovered will be shifted to the LRS scrap processing yard for further processing by balling to remove the adhered slag so as to make reasonably slag free scrap having 80% Fe.

1.2.1.2 The processed scrap will be loaded on to containers/ trucks for external dispatch / internal consumption as per the requirement of NINL. For internal consumption agency will provide their dumper / tipper for transportation to designated site including weighment at weighbridge.

1.2.1.3 Dumping the slag to slag dump yard.

1.2.2 **Cast House**

1.2.2.1 Placement of Dumper/Tipper at cast house at the two loading points in both 'A' & 'B' shifts. However, in case of exigency Dumper/Tipper to be placed even in 'C' shift as per plant requirement.

1.2.2.2 Collection of scrap in the bins placed at different location inside the Cast House within crane approach area. Loading of scrap on to Dumper/Tipper to be done by NINL's Crane & Operator, free of cost.

1.2.2.3 Transportation & Unloading of scrap with embedded slag to LRS scrap processing Yard.

1.2.2.4 Recovery & processing of scrap with the help of Crawler Crane fitted with magnet to size not more than 2.5 MT each piece.

1.2.2.5 The processed scrap will be loaded on to trucks/dumpers for external dispatch / internal consumption as per the requirement of NINL. For internal consumption agency will provide their dumper / tipper for transportation to designated site including weighment at weighbridge.

1.2.2.6 To provide necessary support (dumper) for shifting of machines and equipments from one cast house to other as and when required.

1.2.2.7 Cleaning & removal of slag / metal debris below cast house area with help of back-hoe loader (JCB)

1.2.3 **GCP Area & Stock House Dedusting system**

1.2.3.1 One Dumper to be deployed on daily basis in "A" & "B" Shifts for loading and shifting of flue dust from dust catcher, fines of de-dusting system and unloading after weighment at earmarked location within plant premises having a lead upto 4 Kms. One way.

1.2.3.2 Bills will be raised based on the weighment of the quantity transported.

1.2.4 **Ladle Repair Shop (LRS)**

1.2.4.1 Main objective of agency at LRS is to ensure Dump yard / Scrap pit at LRS is clean and Ladles can be dumped/ cleaned on daily basis.

1.2.4.2 Digging, removal and recovery of scrap (except Iron Skull) from dump yard/ Scrap pit. It should be done on continuous basis to ensure free space for dumping/ cleaning of ladles at dump yard.
1.2.4.3 Removal of Iron skull (ladle boulder) irrespective of volume and weight (maximum upto 100 Ton) to be done from dump yard & from inside LRS immediately to suitable location for further processing.

1.2.4.4 Agency shall do Loading of Iron skulls (Ladle boulder) on to Dumper/ Trailer/ Flat wagon for shifting to suitable place and unloading of the same on their own. Dumper / Trailer/ Flat wagon shall be arranged by agency.

1.2.4.5 NINL shall give LRS EOT crane support free of cost.

1.2.4.6 Agency must Clean/remove scrap, mock and debris fallen on railway track and inside LRS & transporting the same in the dumper to scrap processing yard for further processing so as to ensure free movement of LOCO on the track.

1.2.4.7 Processing of skulls by balling / lancing depending upon the requirement to a size of 2.5 ton or less. Consumables like Oxygen and Lancing pipe shall be supplied by NINL free of cost for processing.

1.2.4.8 Screening machine at LRS scrap processing area to be provided by agency.

1.2.4.9 Loading of processed scrap on to Trucks / dumpers for external dispatch / internal consumption, as per requirement of NINL. For internal consumption agency will provide their dumper/tipper for transportation to designated site including weighment at weighbridge.

1.2.5 PCM Scrap Handling and processing

1.2.5.1 Cleaning & Loading of scrap, muck & debris generated at PCM shops shall be loaded on the Dumper by NINL free of cost. Dumper will be provided by FSNL.

1.2.5.2 For shifting / transportation jobs agency shall place one Dumper (25 ton capacity) at either sides of PCM round the clock. Whenever the Dumper will be leaving for unloading from PCM, another Dumper shall be placed at either side of the PCM. Deployment of Dumpers and unloading of dumper will be in the scope of the party.

1.2.5.3 Agency shall transport and unload the Scrap mixed with muck & debris if any received from PCM at Scrap processing Yard.

1.2.5.4 Agency must reclaim/lift the scrap if any fallen from dumper during transportation immediately.

1.2.5.5 Screening machine shall be provided for Scrap Processing.

1.2.5.6 Processing of Scrap with the help of Magnet Crane not more than 2.5 ton per piece.

1.2.5.7 Loading of processed scrap on to Trucks/ dumpers for external dispatch/ internal consumption as per the requirement of NINL. For internal consumption agency will provide their dumper/tipper for transportation to designated site including weighment at weighbridge.

1.2.6 Hot Metal break outs / Ladle through.

1.2.6.1 Whenever there is any metal break outs in the Blast Furnace, Ladle through or any spillage, agency shall provide necessary help with manpower and equipment to handle such situation so as to clear the area at the earliest possible time.

1.2.6.2 The Scrap recovered shall be transported to LRS scrap processing yard for further processing by balling to size not more than 2.5 MT each piece so as to make reasonably slag free scrap having 80% Fe.

1.3 Collection & Transportation of Maintenance scrap

1.3.1 Collections of maintenance scrap from various departments / sites inside NINL plant premises.
1.3.2 Loading of the scrap either manually or with the help of loading equipment on to tipper/trailer.

1.3.3 Transportation of the above loaded scrap to designated place inside NINL after weighment at NINL Road Weighbridge having a lead distance of 4 kms one way.

1.3.4 Unloading of the scrap in the designated place.

1.3.5 This weighment will be considered for billing purposes.

1.4 **Shifting of Granulated Slag**

1.4.1 **Shifting of granulated slag from unloading point (SJ2 C1 Conveyor Discharge end) to storage yard near railway track for despatch through Rail / road.**

1.4.1.1 Placement of Tipper/Dumper at Granulated slag unloading point (SJ2 C1 Conveyor).

Loading of granulated slag by Loader/Excavator from the SJ2 C1 conveyor discharging end and transporting the same to slag storage yard (railway siding) /slag dump / any other earmarked location inside the plant premises and unloading the same up to a distance of 1.5 Km.

1.4.1.2 Loading of granulated slag from SJ2 C1 Conveyor unloading point by Loader/ Excavator, transporting to slag dump /any other earmarked Location inside plant premises at a distance beyond 1.5 Km. but upto 4 Kms one way. And unloading the same.

1.4.1.3 High Stacking of the transported granulated slag to make space for further material.

1.4.2 **Shifting of old / solidified/ contaminated granulated slag to slag / waste dump.**

1.4.2.1 Loading of solidified / contaminated slag from the ground (location BF Cast House and upto SJ2 C1 conveyor ) on to Dumper / Tipper with the help of Excavator/Loader and transporting the same to some earmarked location up to a distance of 1.5 Km. and unloading the same as per instructions of NINL representative.

1.4.2.2 Loading of solidified/ contaminated slag from the ground on to dumper/ tipper with the help of Excavator/Loader and transporting the same to the waste dump at a lead distance beyond 1.5 Km. and up to a distance of 4 Km. and unloading the same as per instructions of NINL representative.

1.4.3 **Loading of Granulated Slag**

1.4.3.1 Loading of granulated slag by Excavator/Loader on to Wagons placed on the railway tracks by the side of slag storage yard.

1.4.3.2 Loading of granulated slag on to tipper/ trucks by Excavator/Loader either from the unloading point/ generation point / slag storage yard/ any other earmarked location inside plant premises for external dispatch.

1.4.3.3 Cleaning of spillage from the railway tracks for smooth movement of wagons before loading, during loading and after loading as per requirement.

1.4.3.4 Loading to be completed in all respects including weight adjustment within 2/3rd of the railway allowed time, otherwise demurrage levied by Railways on NINL shall be recovered from the agency such delay in loading & adjustment.

1.4.3.5 Any delay on account of NINL should be informed within eight hours in writing, or else it will be treated as failure of loading agency.

1.5 **Hiring of equipments on hourly basis by NINL**

1.5.1 NINL requires heavy material handling equipments for its job requirements. The agency shall provide the equipments on hourly rate basis to NINL from the available equipments without hampering its assigned contractual job. It will be the sole discretion of NINL to use the equipments for plant jobs. Agency shall provide rates each for payloaders, dumpers, tippers and excavator on per hour basis.
2.0 **Weighment:**

2.1 Scrap: All Scrap despatched for internal consumption/external sale shall be weighed at NINL’s Weighbridge.

2.2 **Slag/Flue Dust:** The Quantity of BF Slag (un-granulated & granulated)/Flue Dust, transported will be based on the test weighment to be taken for each type of equipment as and when desired by NINL. The total quantity will be calculated from the average weights of the trips carried out by Dumper/Tipper multiplied by the respective No. of trips hauled by the equipment during the month.

3.0 **Obligation of NINL (free of cost)**

3.1 NINL shall provide land during the currency of the contract at free of cost to contractor (200 mtrs X 200 mtrs. Approx.) for installation of all facilities required for the Slag Handling and processing system, inside the Project Area.

3.2 NINL shall provide power line (HT & LT) for contractor’s stationary facilities and buildings located as agreed on NINL’s premises and shall provide requisite power at no extra cost at Battery limit from which contractor will make its own arrangement for further distribution for carrying out the job under the scope. However, if power is used by contractor for other than NINL job, it will be charged.

3.3 NINL shall provide oxygen in pipeline wherever available (presently available at LRS) and water free of charge required by contractor at BF Slag Pit and scrap processing yards.

3.4 Contractor’s employees in case of accident would be extended NINL’s available first aid facilities at charges as applicable.

4.0 **Deployment of Equipments**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hydraulic Excavator, Bucket Capacity 2.8 Cum</td>
<td>No.</td>
<td>01</td>
</tr>
<tr>
<td>2</td>
<td>Hydraulic Excavator, EX-300 or equivalent with standard boom.</td>
<td>No.</td>
<td>01</td>
</tr>
<tr>
<td>3</td>
<td>Dragline Crane 70 T capacity with Magnet &amp; Drop Ball</td>
<td>No.</td>
<td>02</td>
</tr>
<tr>
<td>4</td>
<td>Dozer D 155 or equivalent</td>
<td>No.</td>
<td>01</td>
</tr>
<tr>
<td>5</td>
<td>JCB Backhoe Loader capacity 0.24 Cum./1 Cum.</td>
<td>No.</td>
<td>01</td>
</tr>
<tr>
<td>6</td>
<td>Wheel Loader 3 Cum bucket</td>
<td>No.</td>
<td>03</td>
</tr>
<tr>
<td>7</td>
<td>Dumper 25 Ton capacity</td>
<td>No.</td>
<td>04</td>
</tr>
<tr>
<td>8</td>
<td>Tipper 10 Ton capacity</td>
<td>No.</td>
<td>01</td>
</tr>
<tr>
<td>9</td>
<td>Screen for Scrap processing</td>
<td>No.</td>
<td>02</td>
</tr>
</tbody>
</table>

4.1 Contractor may suggest any alternate equipment suitable for processing scrap/handling of slag etc., in the tender for NINL’s acceptance. In such case, it is the responsibility of contractor to achieve processing and/or handling of scrap & slag as indicated in clause no. 5.0.

4.2 Contractor shall have sufficient no. of extra/standby equipments to cater to requirement during Breakdowns/Maintenance at NINL site.

4.3 All the equipment, as per list mentioned above, shall, as far as possible, be new, in perfect working condition, and have related roadworthiness, and shall be deployed in a phased manner, as per the requirement of NINL, without affecting NINL’s production of BF. Agency shall ensure smooth operation and performance of the job under the scope of work. Agency shall be allowed to remove equipment(s) depending upon NINL’s actual requirement to carry out the jobs as per scope of work without affecting NINL’s production of BF.
4.4 Contractor shall provide status of all the equipment everyday in the office of the GM (BF).
4.5 Contractor should setup necessary maintenance facility inside NINL premises to attend to equipment(s) breakdown immediately.
4.6 Contractor should setup necessary maintenance facility inside NINL premises to attend to equipment(s) breakdown immediately.
4.7 In case of failure of equipment/s, which in turn affects the activity of smooth performance of the job under the scope of work and production schedule, contractor shall make immediate alternative arrangement at their cost. In case contractor fails, the same shall be arranged by NINL and the cost of the same shall be debited to agency/ adjusted from contractor’s bills along with penalty of 200% of the cost incurred (Total 300%).

5.0 Bill of Quantities:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity (for one year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Handling and transportation of un-granulated BF slag from dry slag pit with all related Activities as per scope of work.</td>
<td>MT</td>
<td>18200</td>
</tr>
<tr>
<td>2.</td>
<td>Handling and recovery of iron scrap from BF slag slag, cast house, ladle repair shop &amp; PCM, Loading to truck and dumper as per scope work.</td>
<td>MT</td>
<td>35000</td>
</tr>
<tr>
<td>3.</td>
<td>Handling of flue dust at GCP and Dust Extraction system area as per scope of work mentioned.</td>
<td>MT</td>
<td>7700</td>
</tr>
<tr>
<td>4.</td>
<td>Shifting (loading &amp; transporting) of Granulated BF slag to Rly – siding / Slag Dump inside plant premise at a distance upto 1.5 KM and unloading as per scope of work.</td>
<td>MT</td>
<td>300000</td>
</tr>
<tr>
<td>5.</td>
<td>Shifting (loading &amp; transporting) of Granulated BF slag to Rly – siding / Slag Dump inside plant premise at a distance upto 1.5 to 4 KM and unloading as per scope of work.</td>
<td>MT</td>
<td>30000</td>
</tr>
<tr>
<td>6.</td>
<td>Loading of granulated BF slag on to Tipper / Wagons at slag storage yard as per scope of work.</td>
<td>MT</td>
<td>300000</td>
</tr>
</tbody>
</table>

Above mentioned quantities are indicative quantities. Actual quantity may vary depending upon the plant production from time to time.

6.0 Service Charge Escalation.
The service charge rates offered will be firm for a period of one year i.e. from the date of start of work and thereafter the service charges payable to Contractor shall increase annually as per the escalation formula given below:

\[
SCR(SY) = SCR(PY) + \frac{SCR(PY) \times WPI(BSY) - WPI(BPY)}{WPI(BPY)}
\]

\[
SCR(SY) : \text{Service charge rate for subsequent year}
\]

\[
SCR(PY) : \text{Service charge rate previous year}
\]

\[
WPI(BSY) : \text{Whole sale Price Index of subsequent year}
\]

\[
WPI(BPY) : \text{Whole sale Price Index of previous year}
\]

The WPI as published by RBI is the criterion for the purpose of escalation of rates.

7.0 Plant, Equipment and Building:
7.1 Contractor shall at its own expenses furnish and install on a mutually agreed site to be provided by NINL the necessary machinery and equipment as may be required to perform the scope of work mentioned above. Detailed list of equipment & machinery needs be furnished in the offer to execute the handling works.

Contractor shall at its own expenses provide and/or install on a site to be provided by
NINL, the necessary plant, machinery and equipment together with all such buildings and structures as may be required to perform the Scope of Work hereto.

7.2 NINL shall provide land during the currency of the Contract at free of cost for installation of all required facilities as mentioned for handling and processing of BF Slag and Scrap.

7.3 Contractor’s machineries & equipment shall at all times unless specifically provided otherwise, be considered by the parties hereto to be entirely movable and Contractor’s building & structures as immovable property and remain at all times with Contractor during the currency of the Contract. However, in the event of expiry/termination of the Contract Contractor shall remove the movable assets of Contractor at its own cost from the premises of NINL after due clearances from NINL. As far as the immovable assets such as buildings, structures and other installations are concerned, in the event of Contract not being renewed, on expiry of contract period / termination of Contract and if NINL does not want to retain the immovable assets, Contractor at its own cost shall have to take back all those and/or clear all those within a time specified by NINL. In case NINL agrees to retain the immovable assets, it can be taken over by NINL and /or its representatives duly authorised on terms to be mutually agreed upon.

7.4 All the equipment, shall be in perfect working condition, and have related roadworthiness, and shall be deployed in a phased manner, as per the requirement of NINL, without affecting NINL's other works assigned to Contractor. Contractor shall ensure smooth operation and performance of the job under the scope of work. Contractor shall be allowed to remove equipment depending upon NINL's actual requirement to carry out the jobs as per scope of work without affecting NINL's production of BF.

7.5 In case of failure of equipment/s which in turn affects the activity of smooth performance of the job under the scope of work, Contractor shall make immediate alternative arrangement at their cost. In case Contractor fails for arranging equipment/manpower, the same shall be arranged by NINL and the extra expenditure over and above contract rate(s), incurred by NINL shall be debited from Contractor’s bills and this (Contract rate and/or extra amount, if any) shall not be claimed by Contractor later on. In the event of equipment/manpower deployed by NINL, detailed expenditure incurred shall be communicated to Contractor by way of notice, which shall be binding to the Contractor.

7.6 In case of failure of equipment/s, NINL shall serve notice through Letter/Fax/Email to Contractor and shall wait for a reasonable period, depending upon requirement of plant operation. In the event, Contractor fails to mobilize/restore the resources within plant operational/technical requirement period, NINL shall mobilize required resource(s) and inform Contractor through Fax/Email about alternate arrangement. However, this shall not constitute to absolve/deny of responsibility to ensure smooth running of the plant till normalcy is restored by the Contractor.

7.7 The Contractor shall install all stationary facilities, shop and office buildings at a location approved by NINL in the vicinity of the Contractor’s operation provided that NINL shall at all times have the right to determine and require that any existing stationary facilities or any additional stationary facilities which Contractor may be required to install to carry out its operations under this Agreement shall be shifted and relocated if NINL's operations so require. In the event of the necessity of such relocation NINL shall approve the place where such relocation shall be made.

7.8 Contractor shall ensure valid driving license of its operators/drivers at any point of time. The vehicles/equipments deployed by Contractor should possess valid Registration/Road Worthiness, etc., all other statutory requirement as per Motor Vehicle Act and Director of Industries & Safety, Odisha.

7.9 Contractor shall provide status of all the equipment everyday in the office of G.M.(Iron), NINL.
NINL shall provide the land to Contractor during the currency of the contract at free of cost for installation of all facilities required for the BF Slag Handling and processing of scrap, inside the NINL’s plant premises.

7.0 Approach Road
Construction of approach road connecting NINL’s main road to Slag and Scrap Processing Yard will be under the scope of Contractor and the same has to be maintained by Contractor with the available ungranulated BF Slag and its equipment.

9.0 Supplies of Stores, Services and Facilities
9.1 NINL shall provide water supply free of charge required by Contractor within the battery limit, Contractor has to specify.
9.2 Contractor shall make their own arrangements for their office and accommodation of their employees.
9.3 Contractor shall make its own arrangement for stores, services and facilities required for maintenance of its equipment. However, in case emergency, Contractor may be permitted to draw its requirement of stores, from NINL if available and possible on loan basis. All such materials drawn shall be returned to NINL within 30 days. Such permission shall be granted only for materials usually stocked by NINL and NINL shall not be required to carry in stock special materials for the Contractor.

10.0 Insurance
10.1 The Contractor and/or its Sub-Contractor, as required by law for purpose of this Contract, shall arrange, secure and maintain during execution of the Contract, insurance as may be necessary or required by law for purpose of this contract and for all such amounts to protect the interest of the NINL against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under-writer thereof in each case shall be acceptable to the NINL. However, irrespective of such acceptance, the responsibility to maintain insurance at all times during the period of ‘contract’ shall be that of the Contractor alone. The Contractor’s failure in this regard shall not relieve them of any of their contractual responsibilities and obligations.
10.2 Contractor shall ensure that the insurer shall furnish NINL with evidence of such insurance, a copy of the issued policy and any amendments thereto and prompt notification of any cancellation or termination thereof. Should the Contractor default in paying any premium when due, NINL, without prejudice to other remedies set forth in this Agreement, shall be at liberty to pay such premium and recover the same from the Contractor.
10.3 The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc. in respect of all their plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by them at site to execute the work.
10.4 Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of their Engineering and other Supervisory staff who are not covered under Clause 10.3.
10.5 Contractor shall take insurance policy of one or more Nationalised Indian Insurance Company(s).
10.6 Contractor shall be the principal holder of Insurance policy. Sub-Contractor(s) of the Contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy.
10.7 The Contractor shall arrange workmen’s compensation Insurance, Comprehensive Automobile Insurance and Comprehensive General liability Insurance, which shall be at the cost and the responsibility of the Contractor.

10.7.1 Workmen’s Compensation Insurance

10.7.1.1 This insurance shall protect the Contractor against all claims applicable under the Workmen’s Compensation Act, 1948 (Government of India) as amended from time to time. This policy shall also cover the Contractor against all claims for Workmen at site, disease or death of their or their Sub-Contractor’s employees which for any reason are not covered under the Workmen’s Compensation Act, 1948. The liabilities shall not be less than:

10.7.1.2 Workmen’s compensation: As per statutory provisions.

10.7.1.3 Employees’ Liability: As per statutory provisions.

10.7.2 Comprehensive Automobile Insurance.

10.7.2.1 This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the NINL’s men and damage to the property of others from the use of motor vehicles during on or off the ‘site’ operations, irrespective of the ownership of such vehicles.

10.7.2.2 The liability covered shall be as per Motor Vehicle’s Act or Rules made there under.

10.7.3 Comprehensive General Liability Insurance

10.7.3.1 This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others due to any act or omission on the part of the Contractor, their agents, their employees, their representatives and Sub-Contractor’s or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the clause entitles ‘Defence of Suits’ under “General Conditions of contract”.

10.7.3.2 While carrying out the civil work at site, appropriate Insurance Policy shall be taken by the Contractor to cover damage, loss, injury, accidents to lives and properties of Contractor, NINL/Third parties in the vicinity.

10.7.3.3 Notwithstanding all these Insurance Policies, the Contractor shall be solely liable and responsible for any or all damages/losses arising during the execution of the contract and the NINL shall not be held responsible on any account whatsoever.

10.7.3.4 The Contractor shall deposit copy of Insurance Policy/Policies along with copies of Receipts for premium to the NINL within 14 days of mobilization at site or such other lesser time as is necessitated by the work, failing which the NINL shall have the right to take out Insurance covers at Contractor’s expenses and deduct the amount of such premium paid/to be paid from any money due or becoming due to the Contractor, without prejudice to any other rights of the NINL.

10.7.3.5 The above Insurance Policies shall be kept valid during the tenure of the contract and the Contractor shall pay necessary premium as required under the terms of the policy.

10.7.3.6 Any such insurance requirements as are hereby established as the minimum policies and coverage which Contractor must secure and keep in force. Contractor shall at all times be free to obtain additional or increased coverage at Contractor’s sole expense.
10.7.3.7 The provisions contained within this Article are not intended and do not impair or in any manner limit the liabilities or obligations assumed by the Contractor as may be set forth more full elsewhere in this contract.

11.0 **Observance of Labour Laws:**

11.1 **Engaging Labour.**

11.1.1 Contractor would engage skilled, semi-skilled and unskilled labour by following the recruitment rules of Contractor and in accordance with the orders/directions of the Central/State Government and Statutory Provisions.

11.2 **Contract Labour Rules**

In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with and implement all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, or any amendment thereof, and all legislations and rules of the State and/or Central Government or other local authority formed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on the works. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract. The Contractor will get themselves registered with the concerned statutory authorities as provided in the Act and shall be directly responsible to the authorities thereunder for compliance with the provisions thereof.

11.2.2 The agreement will stand cancelled if the Contractor fails to produce a licence in form VI prescribed under Rule 21(1) of Orissa Contract Labour (R&A) Rules 1975.

11.2.3 The Contractor has also to maintain all records/register/return/cards under the Orissa contract Labour (R&A) Rules 1975 such as

   a) Register of workmen employed by Contractor (Form 9)
   b) Employment card (Form 10)
   c) Muster Roll (Form 12)
   d) Register of wages-cum muster roll (form 13)
   e) Wage slip (Form 15)
   f) Register of overtime (Form 19)
   g) Submission of Return in (Form 20)

11.2.4 Contractor shall not execute or undertake any work through contract labour without a valid license issued by the Licensing officer (Dist. Labour Officer) in Form VI under rules of Orissa Contract Labour (R&A) Rules 1975. This implies that Contractor must apply for a license in Form IV under rules of Orissa Contract Labour (R&A) Rules 1975 and obtain a License in Form VI under the said rules.

11.3 **Provision of Minimum Wages Act and Payment of Wages**

11.3.1 The Contractor shall comply with the provisions of the Minimum Wages Act 1948, the Payment of Wages Act 1936 or any other rules made thereunder by the state Government concerned in respect of all employees employed by them or their Sub-Contractor directly or indirectly for the purpose of carrying out of works. In the event of retrenchment of workers by the Contractor or Sub-Contractor’s employed by the Contractor during or after the completion of the work, the retrenchment compensation and other benefits will be paid by the Contractor to the workers as per the Industrial Dispute Act.

11.3.2 If in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the NINL whether in
connection with any work being executed by the Contractor or otherwise for the purpose of the NINL such labour shall, for the purpose of this clause, still be deemed to be the persons employed by the Contractor.

11.3.3. If any money shall, as a result of any claim or application made under the said acts, be directed to be paid by the NINL, such money shall be deemed to be money payable to the NINL by the Contractor and/or failure by the Contractor to repay the NINL, any money paid by the NINL as aforesaid, within 7 days after the same shall have been demanded from the Contractor, the NINL shall be entitled to recover the same from any money due or accruing to the Contractor under this or any other contract with the NINL, failing which such amount shall be considered as debt due from the Contractor to the NINL.

11.4 Reporting of accidents to labour
11.4.1 Contractor shall be responsible for the safety of all workmen and employees engaged by it or by its subcontractor's in connection with the contract work. All accidents at site are to be immediately reported to the required authorities. Contractor shall make arrangement to render all possible assistance and aid to the victims of the accident.

11.5 Provision of Workmen’s Compensation Act
11.5.1 Contractor shall be liable for in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any subcontractor and the Contractor shall indemnify and keep indemnified the NINL against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Contractor shall at all times indemnify and keep indemnified the NINL against all claims for compensation under the provisions of the Workmen’s Compensation Act 1923 (VIII of 1923) or any other law for the time being in force by or in respect of any workmen employed by the Contractor or their subcontractor/agencies in carrying out the Contract and against all costs and expenses or penalties incurred by the NINL in connection therewith. In every case in which by virtue of the provisions of Section 12, Sub-Section (1) of the said Act, the NINL is obliged to pay compensation to a workmen employed by the Contractor or their Sub-Contractor/agencies, the amount of compensation so paid and without prejudice to the rights of the NINL under Section 12, Sub Section (2) of the said Act, the NINL shall be at liberty to recover such amount or any part thereof from the security deposit or from the sums due or to become due to the Contractor (whether under this Contract or any other Contract).

11.5.2 NINL shall not be bound to contest any claim made against them under Section-12, Sub-Section (1) of the said Act, except on the written request of the same or their sub-contractor’s /agencies and upon their giving to the NINL full security for all costs for which NINL might become liable in consequence of contesting such claims.

11.6 Provisions of Apprentices Act
11.6.1 The Contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. Contractor shall also be liable for any pecuniary liability arising on account of any violation by it of the provisions of the said Act.

11.7 Labour Returns
11.7.1 The Contractor shall submit periodical (daily/monthly/half yearly) statements of labour employed by them in the proforma prescribed by the NINL/Concerned labour authorities.

12.0 Observance of other Laws
12.1 Contractor shall also observe all applicable laws, ordinances, rules and regulation of the Country, State, Municipality or other Government units or agencies affecting its operation hereunder, and shall save harmless and indemnify NINL for all loss or damage occasioned by the failure of Contractor, its agents or employees to do so.
13.0 **Statutory and other Regulations**

13.1 Contractor shall observe all statutory and other regulations in connection with the execution of the Contract and shall comply with all those activities applicable to their Site and NINL shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by Contractor.

13.2 Explosives duly stored in a special magazine by Contractor after due compliance of law and the same shall not be used at the site by Contractor without the permission in writing of NINL. Contractor shall be liable for all damages, loss and/or injury to any person or property and shall comply with all statutory obligations as required in these respects. Contractor shall remain responsible for any and all non compliance in this regard.

13.3 Contractor shall comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority applicable to the works and/or to any temporary works and shall keep NINL indemnified against all penalties and liabilities of every kind for breach and/or non compliance of any such statute ordinance, law, rule regulation or by-law.

13.4 All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be deemed to be the absolute property of NINL for the purposes of taking necessary steps as per law and Contractor shall take immediate and reasonable precaution to prevent their workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint NINL of such discovery and carry out the disposal.

13.5 Except where otherwise specified, Contractor shall pay all tollage and other royalties, rent and other payments or compensation, if any, for getting stone, gravel, clay, or other materials required for the work or in connection therewith.

13.6 All operations necessary for the execution of the works and for construction of any works shall be so carried on so as not to interfere with the public convenience or the access to use and occupation of public or private roads and footpaths or of properties whether in the possession of NINL or any other person and Contractor shall save harmless and indemnify NINL in respect of all claims demands, proceedings, damages, costs, charges and expenses, whatsoever arising out of or in relation to any such matter.

13.7 Contractor shall use every reasonable means to prevent any of the highways and bridges communicated with or on the routes to the site from being damaged or injured by them or any of Contractor’s traffic and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving of plant and materials from and to the site shall be limited as far as reasonably possible so that no unnecessary damage or injury may be occasioned to such highways and bridges. For any damage caused by the breach hereof, Contractor shall be solely responsible.

13.8 Contractor must take sufficient care in moving plant and equipment from one place to another so that no damage is caused to the property of NINL, particularly to the existing structures and overhead and underground services and in the event of Contractor’s failure to do so, the cost of such damages shall be borne by Contractor.

13.9 Non-enforcement by either party of any of the provisions of this Contract shall not constitute or operate as waiver and subsequent breach thereof.

14.0 **Compliance with Laws & Regulations**

14.1 Operation & Maintenance work shall be done by Contractor with due compliance of laws.

14.2 The Contract work shall be designed to suit the climatic, geological, hydrological, hydrogeological, seismological and soil conditions of the site. Measures shall be taken by Contractor against corrosion/erosion by ground water, storm surge, floods, cyclones, wind speeds etc.
14.3 Contractor shall, throughout the performance of this Contract comply with all laws, rules, regulations and statutory requirements of Government of India, Government of Orissa and other statutory bodies as far as such bodies have jurisdiction over the Contract work or any part of the site.

14.4 If any new statutory regulation or law or modification of the existing regulation comes into force subsequent to the Effective Date of Contract, Contractor shall comply with the same.

15.0 Observance by Sub-Contractors

15.1 The Contractor shall also be responsible for the observation of all the above clauses by their Sub-Contractors.

16.0 Title to NINL materials

16.1 All materials supplied by NINL to Contractor for handling shall be and remain the exclusive property of NINL.

17.0 Weights & Measures

17.1 All weights, dimensions and measures shall be in metric system.

18.0 Non interference with NINL’s Operations:

18.1 It shall be the responsibility of Contractor to carry on its operations under this agreement in such a way as to ensure that there is no interruption to NINL’s production.

19.0 Employees of Contractor

19.1 Contractor shall at its own expense, furnish and provide all labour (workers, supervisors and staff) as may be required to perform the scope of work as set forth in the applicable Schedules attached hereto. Contractor shall be allowed to deploy/remove manpower depending upon their actual requirement to carry out job as per the scope of work. Contractor shall not deploy/engage person/agencies objectionable to NINL. NINL shall issue necessary plant passes to Contractor employees, their Contractor’s employees and operating personnel of hired equipment engaged by Contractor for admittance through NINL’s gate. It shall be the responsibility and liability of Contractor to see that its employees, labour force & other agencies observe NINL’s plant security and other regulations promulgated from time to time failing which all losses and damages there from shall be recovered from Contractor’s bill and otherwise as per law if required.

19.2 Should any equipment/services be required by NINL from Contractor, which is not specifically covered in Scope of work, Compensation for such work will be made to Contractor at mutually agreed rates.

20.0 Terms of Payment

20.1 Contractor shall submit monthly bills certified by the authorised officer of NINL for actual work done as per the scope of work in a calendar month in the first week of the succeeding month. Payments shall be made within 30 days from the date of submission of bills complete in all respect.

20.2 In no circumstances preparatory expenses of any nature of whatsoever shall be admissible i.e. unless and until the works/service as specified in the scope is provided to NINL, no payment of any nature shall accrue in connection with the scope directly or indirectly.

20.3 Deployment of equipment - Within 15 days of award of Contract.

20.4 Start of work - Within 15 days of award of Contract.

21.0 Tax Liability

21.1 The Service charge rates are exclusive of GST and all other taxes and duties. GST shall be paid by NINL at the prevailing rate along with monthly service charge bill for further
deposit with statutory authorities. In the event of imposition of any other taxes and duties during the contract period NINL will pay to Contractor the amount of such levies.

21.2 Income Tax (TDS) accrued from such business shall be to Contractor’s account. TDS Certificate against such deductions made by NINL shall be furnished to Contractor on application.

22.0 **Liquidation, Bankruptcy etc.**

22.1 If Contractor is wound up, or declared bankrupt or insolvent or cause or suffer any receiver to be appointed on its business or any assets thereof, NINL shall take over the Production Facilities immediately without stoppage of continuity in working and all other assets at value determined by court and/or any other statutory authority.

23.0 **Rights of Parties to vary the Scope**

23.1 The Parties shall not change any of the clauses either in part or full of this Contract except by due written amendment/amendments with due approval of their respective competent authorities.

23.2 The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable law and which shall be as close as possible to the parties original intent.

24.0 **Assignment**

24.1 Contractor shall not assign its rights and obligations under the terms of this Contract to any party other than its legal successor without the written consent of NINL.

25.0 **Force Majeure**

25.1 If either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz., acts of God, acts of Government, acts of public enemy, war, sabotages, fire, floods, explosions, epidemics, lawful strikes and lock-out, then provided notice of happening of any such eventuality is given by the affected party to the other party immediately by fax/e-mail within one day from the date of occurrence and cessation of the Force Majeure, the period of Force Majeure shall be excluded accordingly. If Force Majeure events(s) continue beyond the period of 15 days, the parties shall hold consultation to chalk out the further course of action.

25.2 Neither party can claim any compensation from the other party on account of Force Majeure.

26.0 **Arbitration**

26.1 In the event of any dispute relating to or arising out of this Contract, the same shall be resolved amicably by both the parties, failing which the same shall be settled by Arbitration of three Arbitrators in accordance with the Arbitration and Conciliation Act, 1996. Each party shall nominate its Arbitrator, and the appointed arbitrators shall appoint the third Arbitrator who would act as the presiding Arbitrator.

26.2 The venue of Arbitration proceedings shall be at Bhubaneswar.

26.3 Work under the Contract shall be continued by Contractor during the Arbitration proceedings unless the matter is such that the works cannot possibly be continued until decision of the arbitrators is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by NINL shall be withheld on arbitration proceeding unless a particular payment in the exclusive subject matter thereof.
27.0 **Applicable Law**

27.1 This Contract will be governed by Indian Laws.

28.0 **Restriction of Visitors**

28.1 Contractor shall not allow any visitors on the works except with the prior written approval of NINL.

29.0 **General**

29.1 No Director or official or employee of NINL shall in any way be personally bound or liable for the acts or obligations of NINL under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things or conditions which are herein contained.

30.0 **Termination**

30.1 In the event that either party hereto shall cause breach to any substantial and material covenant contained herein, the other party hereto may terminate this Agreement by giving the other party written notice of its intention to do so, which notice shall state the date of termination and the default complained of, and this agreement shall thereupon terminate on the date so specified, which shall not be less than 6 (six) months from the date of the notice, provided that neither party shall be entitled to terminate this agreement, if the other party shall cure the alleged default or breach within specified time from the date of the notice.

31.0 **Period of Agreement**

31.1 Period of Contract will be 2 (Two) years w.e.f. the date of actual start of work after signing of agreement.

32.0 **Indemnity**

32.1 Contractor assumes responsibility for and shall indemnify and save harmless NINL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the NINL arising from any breach of Contractor's obligations under the Contract or for which the Contractor has assumed responsibilities under the Contract including those imposed under any Contract local or national law or laws, or in respect to all salaries, wages or other compensation or all persons employed by Contractor or their Sub-Contractors or suppliers in connection with the performance of any work covered by the Contract. Contractor shall execute, deliver and shall cause their Sub-Contractor and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to confirm and effectuate the Contract and to protect NINL.

33.0 **Negligence, Default and Risk Purchase**

33.1 If Contractor shall neglect or fail to execute the scope of work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given in writing pertaining to the scope of work, NINL may give notice to Contractor to make good the failure within reasonable period of time and in case Contractor fails to comply, then NINL without prejudice to the rights under the contract shall have at their option the right to take the affected work wholly or in part out of Contractor's scope and may execute the same departmentally or any other person or agency, at the risk and cost of Contractor.

34.0 **Notice of Communications:**

34.1 Any notice of communication which may be or is required to be sent by either party to the other hereunder, shall be deemed to be duly given when mailed by registered mail, address, if to NINL:
NEELACHAL ISPAT NIGAM LIMITED  
KALINGANAGAR INDUSTRIAL COMPLEX  
P.O.DUBURI – 755 026  
DIST. JAJPUR  
ORISSA (FAX NO.06726 – 245871) And to CONTRACTOR:  
Contractor’s Address  

Or in either case, to such other address as either party, by written notice to the other party, may designate as the address to which notice of communications hereunder shall be sent to it.

35.0 **Entire Agreement**  
35.1 This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior negotiations proposals and communications with respect to the subject matter of this agreement, whether written, oral and shall not be amended or changed hereafter except by written agreements signed by both parties.

36.0 There is no understanding or agreement between the NINL and Contractor, which is not fully expressed herein including the Annexure, made prior to or at the signing hereof shall have any validity. No modifications of this Contract including Annexure hereto shall be valid unless the same is agreed to in writing by the parties hereto and issued as an amendment to the Contract.

37.0 All notices under this Contract shall be given in writing and shall be deemed sufficiently given when delivered either in person or tele-fax or by registered mail or email addressed to the other party at its address set forth in the preamble to this contract with a copy to the nominated representative at Site. In case of notice by Telefax, same shall be confirmed by a registered post notice.

38.0 This Contract is executed in English language in two originals, each party receiving one original. Both these originals are authentic. Within 30 (thirty) days of signing of the Contract, the Contractor shall submit 10 (ten) photocopies of entire Contract document in bound form to the NINL for their use.

39.0 The Contract shall be subject to the exclusive jurisdiction of courts at Bhubaneswar.

Yours faithfully,  
For, Neelachal Ispat Nigam Limited  

K. R. Rao  
Asst. General Manager (Commercial)

Enclosure: Price bid format (Annexure-II).  
Eligibility Criteria (Annexure-III).  

Signature & Seal of Tenderer.
### PRICE BID FORMAT

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items</th>
<th>Qty. per Annum (MT)</th>
<th>Unit Rate (Rs. per MT)</th>
<th>Total Value (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Handling and transportation of un-granulated BF slag from dry slag pit with all related Activities as per scope of work.</td>
<td>18200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Handling and recovery of iron scrap from BF slag slag, cast house, ladle repair shop &amp; PCM, Loading to truck and dumper as per scope work.</td>
<td>35000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Handling of flue dust at GCP and Dust Extraction system area as per scope of work mentioned.</td>
<td>7700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Shifting (loading &amp; transporting) of Granulated BF slag to Rly –siding / Slag Dump inside plant premise at a distance upto 1.5 KM and unloading as per scope of work</td>
<td>300000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Shifting (loading &amp; transporting) of Granulated BF slag to Rly –siding / Slag Dump inside plant premise at a distance upto 1.5 to 4 KM and unloading as per scope of work</td>
<td>30000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Loading of granulated BF slag on to Tipper / Wagons at slag storage yard as per scope of work.</td>
<td>300000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### TOTAL

**Note:**

1. Rates quoted shall be inclusive of all taxes, duties, levies, etc., EXCEPT GST.
2. PRICES WILL BE FIRM AND FIXED DURING THE TENURE OF CONTRACT AND SHALL NOT BE SUBJECT TO ANY ESCALATION whatsoever except as per the formula at Clause no. 6.0 of General Terms & Conditions of Contract (GCC) Annexure-I.
3. Tenderer shall submit Price Bid in this Format only. Tenderer shall submit BLANK PRICE BID format along with Techno-Commercial Bid as token of acceptance for submission of PRICE BID in this format only.
4. Tenderer shall also have to submit strictly as per this price bid format, after event of online Price submission, at our service provider M/s Mjunction services limited, Kolkata by successful bidder.

Signature & Seal of Tenderer.
### ELIGIBILITY CRITERIA

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>PARTICULARS</th>
<th>Documents to be furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tenderer have financial turnover of at least Rs. 861.00 Lakhs in any of last 3 financial years ending on 31\textsuperscript{st} March 2018.</td>
<td>Audited Balance Sheet (Certified true copy)</td>
</tr>
</tbody>
</table>
| 2       | Tenderer who have executed similar job in Blast Furnace of PSUs/Govt. organization/Public Limited Companies in last 5 years, should have either of following:  
  a) Three similar completed work orders, each valuing not less than amount of Rs. 370.00 lakh.  
  b) Two similar completed work orders, each valuing not less than amount of Rs. 492.00 lakh.  
  c) One similar completed work order, having value not less than amount of Rs. 738.00 lakh. | Scanned Invoice copies, duly notarized. |
| 3       | Copy of Invoice / User Certificate in support of the jobs executed, have been furnished along with the techno-commercial bids. | Invoice / User Certificate, duly notarized. |
| 4       | Bidder has furnished declaration, that they have sufficient equipments and adequate skilled manpower for execution of jobs against this tender enquiry. | Self Declaration. |
| 5       | Bidder has certified that he has never been black listed from any of the organization /NINL. | Self Declaration. |

Positive affirmation to all of above declarations shall make bidder eligible for further evaluation of offer for acceptance by NINL. If any of the confirmation to above particulars are negative, tender shall be liable for rejection without any reference to the bidder.

NINL reserves right to call for original document verification at any time during tendering, evaluation and/or execution of the contract. In case of any document(s)/ information submitted by bidder(s) found to be false or containing any misrepresentation of having any fraudulent declaration in it, then in such eventuality, legal action including cancellation of contract, banning business dealing, recovery of damages and criminal proceedings etc., as deemed fit may be initiated against the bidder.

Sign & Seal of Tenderer