



KIOCL Limited

(Formerly Kudremukh Iron Ore Company Limited)

(A Govt. of India Enterprise)

Panambur, Mangalore-575010

PROJECTS DEPARTMENT

AN ISO 9001 (2008),
ISO 14001 (2004) &
OHSAS 18001 (2007)
COMPANY

Telephone No. : 0824 – 2407304, 2403294, 2403292
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Website : www.kioclltd.com

No.PROJ/2371

Date: 27.11.2010

NOTICE INVITING TENDER

KIOCL Limited, Panambur, Mangalore invites sealed tenders from the experienced Contractors who have carried out similar type of work and also **having Provident Fund code number & ESI Code number issued by respective authorities** for the below mentioned work. Tender papers can be had from the office of the undersigned on all working days during the office hours till 3:00 PM on 15.12.2010 on payment of ₹ 100.00 per set in the form of D.D drawn in favour of KIOCL Limited, Panambur, Mangalore – 10 or payment in cash at KIOCL Limited, Mangalore cash counter. If the tender documents downloaded from website www.kioclltd.com the DD towards cost of tender document should be furnished along with technical bid. The last date for submission of tender is till 3:00 PM on 16.12.2010.

Tender No.	Name of the work	EMD (₹)
5299	Annual contract for maintenance of private railway siding at NMPT Marshalling Yard, Panambur, Mangalore	12,000.00

Sd/-

Deputy General Manager (Projects & PC)

KIOCL Limited
(A Govt. of India Enterprise)
Panambur, Mangalore-575010

No.PROJ./TC/5299

Dt.: 07.12.2010

Dear Sir,

Sub: Tender for annual contract for maintenance of private railway siding at NMPT Marshalling Yard,
Panambur, Mangalore

Please find enclosed herewith the tender documents for (i) Technical Bid - comprising of Invitation for tender, proforma for technical evaluation, instructions to tenderers & Terms & Conditions, Special terms & conditions, schedule of work (blank) and (ii) documents for Price bid comprising of schedule of work.

The Technical bid along with other documents shall also contain proforma for Technical evaluation, which shall be duly filled. The price bids of only technically qualified bidders shall be opened and others shall be rejected.

KIOCL Ltd.'s decision on Technical evaluation shall be final and no correspondence shall be entertained in this regard.

Thanking you,

Yours faithfully,
For KIOCL Limited

Sd/-
(GAJANANA PAI T)
Deputy General Manager (Projects & PC)

Encl: As above.

TECHNICAL BID INDEX

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3.	Instruction to tenderers & terms and conditions - KIOCL/MR/TC/QF-02	07 - 09
4.	Special terms & Conditions	10 – 13
5.	Schedule of work (Blank)	14

PRICE BID INDEX

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KIOCL Limited
(A Govt. of India Enterprise)
PANAMBUR, MANGALORE – 10

No.PROJ/TC/5299

Dt: 07.12.2010

Dear Sir(s)

Sub: Tender for annual contract for maintenance of private railway siding at NMPT Marshalling Yard,
Panambur, Mangalore

1. Bid documents for the above work are enclosed herewith.
2. Sealed bids will be received upto 15.00 Hrs. on **16.12.2010** at the office of Contracts Section of Projects Department, KIOCL Limited, Panambur, Mangalore – 10. Bids received late are liable for rejection. The technical bids shall be opened at 3.30 PM on 16.12.2010. The price bids of techno commercially accepted offers will be opened on a specified date which will be communicated to the bidders for participation to witness the same.
3. Bidders shall abide by all the details of “Instruction to Bidders” enclosed with the tender documents. The sealed bids shall be submitted in two separate sealed covers – (1) Technical bid and (2) Price Bid and each sealed bids shall be superscribed with the respective subjects and shall be addressed to DGM (Projects & PC), KIOCL Limited, Panambur, Mangalore – 575 010.
4. The Technical Bid shall be accompanied by an Earnest Money Deposit (EMD) of ₹ 12,000.00 (Rupees twelve thousand only) to be deposited in the form of a Demand Draft from a Scheduled Bank drawn in favour of KIOCL Ltd., Panambur, Mangalore.
5. EMD shall be adjusted to the Security Deposit in the case of successful bidder. However, the same shall be returned to the unsuccessful bidders immediately after the award of work to successful bidder.
6. Acceptance of the bid will be intimated to successful bidder through a letter enclosing the copies of the Letter of Intent (LOI) and this letter will be treated as authorization for award of work. The bidder shall sign the said copies of LOI and send to the owner within five days from the date of receipt for formal signature and issue of the same. In the event of failure on the part of the bidder to sign and return the LOI within the specified time, the EMD shall be liable to be forfeited at the sole discretion of the owner.
7. The time of completion of all works under this contract shall be ONE YEAR from the date of issue of Letter of Intent.
8. The successful bidder shall be required to execute an agreement within the time specified in the Letter of Intent.
9. The Company reserves the right to reject any or all the tenders without assigning any reason.

Thanking you,

Yours faithfully,
for KIOCL Limited

Sd/-

Dy. General Manager (Projects & PC)

Encl: Bid documents.

TECHNICAL BID

PROFORMA FOR TECHNICAL EVALUATION OF BIDDERS

The agencies who are sending their letter of expression must furnish following details along with documentary evidence of their claims. However, any surrogated submission in any form will disqualify them from consideration.

Generic

Name of the Agency	Postal Address	Communication Address	Contact Person	Emergency contact mode/No

Specific

Sl. No.	Description	Document particulars
1.	Average annual financial turnover during the last three years, ending 31 st March of 2010.	Should be at least ₹ 1.9 Lakh
2.	<p>Experience of having successfully completed similar work during last seven years ending 30 November 2010.</p> <p>Similar work means railway track construction/maintenance works in Public/Private/Govt. sector under takings.</p> <p>Note: (i) For works carried out in Pellet Plant Unit of KIOCL Ltd., work order copies are to be enclosed. However, technical bids will be evaluated considering the actual value of work done. For works carried out in other place/s, work completion certificate should be furnished.</p> <p>(ii) The ongoing works will also be considered if the value of the actual work/s completed as on specified date is/are above the specified threshold value.</p>	<p>a) Three (3) similar completed works costing not less than the amount ₹ 2.5 lakh each (rupees two lakh fifty thousand only)</p> <p style="text-align: center;">OR</p> <p>b) Two (2) similar completed works costing not less than the amount ₹ 3.1 lakhs each (rupees three lakh ten thousand only)</p> <p style="text-align: center;">OR</p> <p>c) One (1) similar completed work costing not less than the amount ₹ 5 lakhs (rupees five lakh only)</p>

KIOCL Limited
(A Govt. of India Enterprise)
PANAMBUR, MANGALORE – 10

No.PROJ/TC/5299

Date: 07.12.2010

TENDER FOR ANNUAL CONTRACT FOR MAINTENANCE OF PRIVATE RAILWAY SIDING
AT NMPT MARSHALLING YARD, PANAMBUR, MANGALORE

A. INSTRUCTION TO TENDERERS

1. The bid should accompany EMD of ₹ **12,000.00** in the form of Demand Draft drawn in favour of KIOCL Limited, Panambur, Mangalore.
2. Tender will be received up to 3:00 P.M. on **16.12.2010**
3. Tenderers have to acquaint themselves with the conditions prevailing at site, before submitting the tenders.
4. Tenderers shall furnish their quotation in the schedule enclosed to the bid documents. Quotations should be written in both words and figures.
5. Owner/Engineer reserves the right to reject any or all tenders without assigning any reason.
6. Owner/Engineer reserves the right to award part of the work or the whole, as may be considered necessary.
7. Tenders received late are liable for rejection.
8. Tenders submitted without EMD will not be considered.

B. TERMS AND CONDITIONS

1. The work shall generally be governed by KIOCL Limited's General Conditions of Contract (TS/B/KIOCL/QF-31/REV-1) which is available for reference in Projects Office on all working days.
2. Scope of work in this contract broadly covers the following.
 - (a) **As per schedule of work enclosed.**
3. The quantities given in the schedule of items are approximate and may vary or some of the items may not be executed. No claim by the contractor on account of variations, omissions and modifications will be entertained.
4. No escalation is admissible on any account whatsoever.
5. Mode of measurements for the work shall be as per IS-1200 latest edition unless otherwise specified for items not covered in IS-1200, CPWD standard shall be adopted.

6. Rates quoted against schedule items shall include all materials, labour, machinery expenses and hire charges, taxes, royalties, transport, maintenance incidents, enabling works etc. based on the conditions mentioned herein. Unless otherwise specified in the tender schedule the rates for all items will be deemed to include all leads, lifts and decents in the work.
7. The work executed shall be maintained in good condition for a period of **NIL MONTHS** from the date of completion including repair required if any at contractor's cost. If the contractor fails to fulfill his obligation during the maintenance period, the same shall be got done by the owner at contractor's risk and cost.
8. SECURITY DEPOSIT: 5% of the value of work shall be deducted and retained till the completion of maintenance period as applicable as per the GCC clause No. 37.00. The mode of recovery of security deposit is as follows:
 - (i) Initial security deposit of 3% (three percent) of the value of work shall be recovered in the first running bill. EMD shall be either adjusted against the initial security deposit or refunded. The balance 2% shall be recovered from each running bill.
 - ii) The security deposit shall be refunded after successful completion of work or maintenance period stipulated in clause 7 above.
9. Any damage to the company's property caused by the contractor during the execution/maintenance of work, shall be charged to the contractor and the amount of damage shall be left to the sole discretion of the Engineer.
10. Statutory deduction towards all applicable taxes shall be made as per rules.
11. Royalties if any for materials applicable shall have to be paid by the contractor.
12. All safety appliances like safety belt, helmets etc. have to be provided by the contractor to all his workers and supervisors. None of the workmen without safety appliances shall be allowed to work at heights.
13. The contractor shall abide with all the provisions contained in Factories Act and Rules/Regulations/Bylaws/Orders made there under.
14. The contractor should obtain Insurance Policy to cover the risk of the labourers under Workmen Compensation Act and should be produced before starting the work.
15. Contractor should furnish the PF & ESI code numbers obtained from respective authorities along with the Technical Bid and also produce the same to the Personnel Department before commencement of the work.
16. The contractor and his workmen may avail the facilities provided in the canteen set up for the contract labour. They will not be allowed to avail the facilities set up for KIOCL Limited employees.
17. Time of completion and Liquidated Damages:

The entire work under this contract shall be completed within **ONE YEAR** from the date of issue of Letter of Intent. If the contractor fails to complete the work within the stipulated completion time, the contractor shall pay to owner as liquidated damages for such default, for every day which shall elapse between the date prescribed thereof and the actual date of completion of the scope of work, the amounts determined on the basis of the percentage of the value of the work as specified herein.

Delay of 1st 20 days 0.1% per day
Delay of next 20 days 0.15% per day

subject to a maximum of 5% of the value of the work. The Owner/Engineer has the discretion to reduce or waive the Liquidated Damages.

18. Our Company comes under Factories Act, Rules, Regulations, byelaws and orders made there under. Hence the Contractors must abide by the same.
- (i) No persons shall be employed without Initial Training on Safety as per vocational Training Rules.
 - (ii) Contractor must immediately after deploying the Contract Workers, get their initial Medical Examination done at Company Hospital/Company recognised Hospital. The expenditure towards Medical Examination of Contract Workers shall be borne by KIOCL Limited.
 - (iii) A supervisor with experience should be deployed to ensure that the contract workers work safely and in accordance with all the provisions of Factories Act, Rules, Regulations, Byelaws and orders made thereunder.
19. The Contractor shall be responsible for all the safety measures as per the rules in the interest of safety of all the labourers working under him. Necessary safety appliances shall be provided to all the labourers at Contractor's cost.
- Wherever it is observed that the contractor has not provided safety appliances to the workers engaged by him, the Management reserves the right to issue the necessary safety appliances to his workers on cost recoverable basis.
20. The contractor shall disburse the wages to the labour on or before 7th of the following month and furnish copy of wage register, muster roll along with the bill. PF & ESI challans shall be submitted to Personnel Department on or before 25th of the following month.
21. Contract shall remain valid for a period of three months from the date of issue of Work Order.

Note : No additional condition shall be inserted in `Schedule of work`.

CONTRACTOR

OWNER

Special Terms and Conditions

1. **TIME SCHEDULE:**

The time schedule is for a period of one year w.e.f. 06.02.2011.

2. **Inspection Charges**

Inspection charges payable to Railways will be borne by KIOCL Limited directly as applicable.

3. **Replacement and Renewals of Materials**

Replacement and renewals if any shall be carried out by the contractor. The materials shall be provided by the contractor at the rates mentioned below. The cost of material shall be reimbursed by KIOCL Limited on actual consumption basis. Any other material required for maintenance and special works carried out by the contractor shall be reimbursable on actual basis by KIOCL Limited based on the estimates submitted by the contractor.

Sl.No.	Description	Unit	Rate (Rs.)
1	52 Kg rail	MT	54000.00
2	PSC Sleeper 60 Kg	No.	1900.00
3	Elastic rail clip T 3701	No.	75.00
4	Fish plate with bolt T- 090 M	No.	1920.00
5	Grooved Rubber pad T 3711	No.	26.00
6	Metal Liner T 3741	No.	29.00
7	Metal Liner T 3742	No.	29.00

4. **Terms of Payment:** This clause shall be applicable not withstanding any other clause related to taxes & duties mentioned elsewhere in this tender document:

- a) No advance payment is admissible for this work.
- b) Payment shall be released against monthly invoices along with the copies of service report, quantity verification report and repair report (in case of repair only) for works carried out for payment duly signed by the Officer in charge of KIOCL Limited. Payment shall be effected from KIOCL Limited Finance Department, Mangalore.
- c) This contract is deemed to be a works contract. The rate quoted shall be inclusive of all taxes applicable for this work except Service Tax.
- d) The applicable service tax will be reimbursed on production of proof of remittance of Service Tax as per Rule 6(1) of Service Tax Rules for those contractors who do not have Service Tax Registration number.
- e) For contractors who are having Service Tax registration no., the Service tax will be paid extra based on claim of the contractor. However, the contractor shall produce a copy of half yearly return of Service tax filed at the office of the Superintendent of Central Excise. The final bill/SD will be released after production of the copy of half yearly return.
- f) The charges are exclusive of service tax. Service tax, as applicable, shall be paid by KIOCL Limited based on the claim of the contractor.
- g) Any variation in existing taxes, levies, duties or imposition of new taxes, levies, duties shall be additionally borne and paid by KIOCL Limited.

5. **Tools and Plant**

The required tools and plant for the maintenance work shall be provided by the CONTRACTOR. Necessary accommodation for keeping the tools and plants inside the plant premises shall be provided by KIOCL Limited free of cost. The CONTRACTOR shall provide necessary watch and ward to safeguard their materials.

6. Accidents and unforeseen eventualities.

In case of derailment or accident, the CONTRACTOR has to repair the damaged track subject to KIOCL Limited providing all P way materials required for repair the damaged track free of cost at the location of the work. Additional manpower if required over and above the manpower provided by the CONTRACTOR for normal maintenance shall be paid extra by KIOCL on submission of proof of documentary evidence for deployment of manpower during such eventualities with the approval of ENGINEER-IN-CHARGE.

In case of derailment due to poor maintenance of the track or any other means attributable to the CONTRACTOR, the expenditure towards the same inclusive of demurrage charges shall be borne by the CONTRACTOR subject to maximum of 5% of gross monthly payment to the CONTRACTOR. The above will be based on the report of committee formed, which includes members from Railways, KIOCL Limited and the CONTRACTOR.

The CONTRACTOR or any of his personnel shall not attached of any liability in any manner arising from accidents, derailments resulting in damage or loss to tracks, interruption of traffic, fall of production, etc.

The CONTRACTOR shall indemnify the KIOCL Limited against all claims which may be made under the workmen compensation act or any statutory modification thereof or rules there under or otherwise in respect of damage or compensation payable in consequence of accident or injury sustained by any workmen engaged in the performance of the business relating to this order. In case of personal injury to workmen employed by the CONTRACTOR, the CONTRACTOR shall be liable to compensation under Workmen's Compensation Act. The CONTRACTOR shall also pay the prescribed medical fee to the medical officer for issue of C and D-forms as prescribed, failing which the said fee shall be paid to the Medical Officer by the department and recovery affected from the CONTRACTOR.

Damage of track, railway gate level box or any operation system by road, vehicle passing through the siding shall be the responsibility of KIOCL Limited.

Derailment due to spillage of iron ore deposited on track will not be the responsibility of the CONTRACTOR.

7. Labour Laws

Labour laws as applicable shall be followed by the CONTRACTOR. The CONTRACTOR shall ensure that sub-contractor engaged for the maintenance on behalf of KIOCL Limited shall register with concerned Labour Commissioner for which KIOCL Limited will give Principal Employer Certificate.

The CONTRACTOR shall ensure compliance of Minimum Wages Act.

8. Settle of Dispute [Arbitration]

Only If the Contractor is a PSU like RITES

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such disputes or difference shall be referred by either party to the arbitrator or one of the arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Pubic Enterprises. The arbitration and conciliation act-1996 shall not be applicable to the Arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the disputes provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be settled by

the Law Secretary or the Special Secretary / Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the disputes will share equally the cost of arbitration as may be intimated by the arbitrator.

If the Contractor is non-PSU

All questions, disputes or differences of any kind whatsoever arising out of or in connection with this agreement at any time whether during the progress of the work or after its completion or whether before or after the determination of this agreement other than questions, disputes or differences for the decision of which, specific provisions have been made in the foregoing article of these conditions (hereinafter referred to as 'Expected Matters' and decision on such 'Expected Matters' according to the said specific provisions), shall be final and binding on and conclusive to contractor and shall not be reopened or attempted to be reopened on the grounds of any informality, omission, delay or error in the preceding in or about the same or on any other ground whatsoever shall be submitted in writing by contractor to engineer / owner and engineer shall within a reasonable time after the submission of the same, make and notify contractor of owner's decision thereon in writing.

Should contractor be dissatisfied with the decision of owner on any matter in question, dispute or difference on any ground in connection with this agreement or as to the withholding by engineer of any certificate, to which contractor may claim to be entitled to or if owner fails to make a decision within a reasonable time, then and in any such case but not including any of the expected matter or matters for which contractor has given no claim certificates, contractor may within ten days of the receipt of such decision or after the expiry of a reasonable period of time as the case may be, demand in writing that such matter in question, dispute or difference in connection with this contract be referred to arbitration. Such demand for arbitration shall be delivered to engineer and owner by contractor and shall specify the matters which are in question, dispute or difference and only such question, dispute or difference and only such question, dispute or difference, other than any of the Expected Matters in respect this agreement of which the demand has been made and no other shall be referred to arbitration.

The further progress of any work under this agreement shall unless otherwise directed by engineer / owner, continue during the arbitration proceedings and no payment due or payable by owner shall be withheld, unless such payment forms the subject matter(s) of such dispute on account of such proceedings, provided, however, it shall also be open to the arbitrators to consider and decide whether or not such work shall continue during the arbitration proceedings.

Matters in question, dispute or difference other than the Expected Matters in respect of this agreement to be submitted to arbitration as aforesaid, shall be referred for decision to:

The arbitration by two persons, one to be nominated by owner and the other by contractor or failing agreement between these two arbitrators, to an umpire, who shall be appointed by them before proceeding with the arbitration in respect of claims.

Such admission shall be deemed to be a submission to arbitration and the decision of such arbitration shall be final and conclusive under the provisions of the Indian Arbitration & Conciliation Act, 1946 and of the rules there under and all statutory modification thereof shall govern all such arbitration proceedings and which shall be deemed to apply and be incorporated in this agreement.

The venue of arbitration shall be Bangalore.

Any awards and costs of such arbitration shall be paid by owner or contractor as the case may be.

9. Force Majeure

Neither KIOCL Limited nor the CONTRACTOR shall be considered in default in performance of the obligations under this agreement if such performance is prevented or delayed by events such as, but not limited to war, hostilities, revolutions, riots, civil commotion, strike, lockouts, conflagration, epidemics, accident, fire, wind floods, droughts, earthquakes or because of any laws, orders, proclamation, regulation or ordinance or any act of god or for any other cause beyond the reasonable control of the party affected, provided notice in writing or any such cause with necessary evidence that the obligation under the agreement is hereby affected or prevented or delayed is given within 30 days from the happening of the event, and in case it is not possible to serve the notice within the said 30 days period, then within the shortest possible period without delay.

As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected shall notify the other of such cessation of the actual delay incurred in such affected activity adducing necessary evidence in support thereof. From the date of occurrence of a case of a force majeure, obligation of the party affected shall be suspended during the continuance of any inability so caused until the cause itself and the inability resulting therefrom have been removed and the agreed time of completion of the respective obligations under this contract shall stand extended by a period equal to the delay occasioned by such events.

10. Evaluation of tender: Tenders will be evaluated based on the rates quoted by the bidder in schedule of Work without considering Service tax. However, applicable service tax would be reimbursed as per clause 4 above. Only lowest bidder will be considered for award of work.

CONTRACTOR

OWNER

SCHEDULE OF WORK (BLANK – To be submitted along with technical bid)

Sl.No.	Brief description of work	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1.	The Maintenance shall be carried out as per the Standards prescribed by Railways. Systematic track maintenance through packing which consists of following operations:				
1.1	Opening of Track: Ballast profile shall be opened out on either side of the rail seat from end of sleepers to 450 mm inside rails seat to a depth of 50 mm below bottom of sleepers.				
1.2	Examination of rails, sleepers and fastenings for corrosion, breakage and fitness.				
1.3	Squaring of sleepers				
1.4	Slewing to correct alignment				
1.5	Gauge tolerance of 3 mm to 6 mm slack on straight and on curves 3 mm tight to 13 mm slack.				
1.6	Packing of sleepers				
1.7	Repacking of joints and shoulders				
1.8	Boxing of ballast to profile				
2.	Slack Pick-up This same above operation on irregular short stretches of tracks based on track measurement of gauge and level and other conditions.	5 ETKM PER MONTH	12		
3.	Directed track maintenance Maintenance of pre-identified track defects and providing a need based attention without disturbing the track structure more than required.				
<u>Exclusions</u>					
a)	The following works are excluded from the scope of work (A)				
b)	Earth work in banks and cutting				
c)	Ballasting of track				
d)	Deep screening of track ballast				
e)	Rehabilitation of track				
f)	Renewal of points and crossings				
g)	Casual renewal of rails and sleepers				
h)	Complete realignment of curves				
i)	Heavy pulling back (above 75 mm creep) of rails				
j)	Maintenance of bridge structures				
	Maintenance of platforms and road approaches at level crossing and railway gate. (ETKM implies Equated Track KiloMeter)				

Total

(Rupees)

CONTRACTOR
Address:

OWNER

P R I C E B I D
SCHEDULE OF WORK

Sl.No.	Brief description of work	Unit	Qty.	Rate	Amount (₹)
1.	The Maintenance shall be carried out as per the Standards prescribed by Railways. Systematic track maintenance through packing which consists of following operations:	5 ETKM PER MONTH	12	₹ (In words: Rs.	
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1.2	Examination of rails, sleepers and fastenings for corrosion, breakage and fitness.				
1.3	Squaring of sleepers				
1.4	Slewing to correct alignment				
1.5	Gauge tolerance of 3 mm to 6 mm slack on straight and on curves 3 mm tight to 13 mm slack.				
1.6	Packing of sleepers				
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2.	Slack Pick-up This same above operation on irregular short stretches of tracks based on track measurement of gauge and level and other conditions.				
3.	Directed track maintenance Maintenance of pre-identified track defects and providing a need based attention without disturbing the track structure more than required.				
	<u>Exclusions</u> The following works are excluded from the scope of work (A) <ol style="list-style-type: none"> Earth work in banks and cutting Ballasting of track Deep screening of track ballast Rehabilitation of track Renewal of points and crossings Casual renewal of rails and sleepers Complete realignment of curves Heavy pulling back (above 75 mm creep) of rails Maintenance of bridge structures Maintenance of platforms and road approaches at level crossing and railway gate. (ETKM implies Equated Track KiloMeter)				

Total

(Total in words: Rupees

CONTRACTOR

OWNER