



# 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](http://www.kioclltd.com)

No.PROJ/415

Date: 04.03.2011

### 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 23.03.2011 on payment of ₹ 100.00 per set in the form of D.D/Pay Order/Banker's Cheque or equivalent instrument drawn in favour of KIOCL Limited, Panambur, Mangalore – 10 or payment in cash at KIOCL Limited, Mangalore cash counter. If the tender documents are downloaded from website [www.kioclltd.com](http://www.kioclltd.com), the DD/Pay Order/Banker's Cheque or equivalent instrument 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 24.03.2011

Tender No.	Name of the work	EMD (₹)
5360	Desilting of drains in Pellet Plant Unit of KIOCL Limited, Panambur, Mangalore.	2,800.00

Sd/-

Deputy General Manager (Projects & PC)

AN ISO 9001:2000, ISO 14001:2004 & OHSAS 18001:2007 COMPANY

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

No.PROJ./TC/5360

Dt.: 04.03.2011

Dear Sir,

Sub: Tender for desilting of drains in Pellet Plant Unit of KIOCL Limited, Panambur, Mangalore.

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Please find enclosed herewith the tender documents for (i) Technical Bid - comprising of Invitation for tender, Proforma for technical evaluation of bidders, Instructions to tenderers & Terms & Conditions, Special Conditions 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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**PRICE BID INDEX**

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

No.PROJ/TC/5360

Dt: 04.03.2011

Dear Sir(s)

Sub: Tender for Desilting of drains in Pellet Plant Unit of KIOCL Limited, Panambur, Mangalore.

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1. Bid documents for the above work are enclosed herewith.
2. Sealed bids will be received upto 15.00 Hrs. on **24.03.2011** 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 24.03.2011. 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 ₹ 2,800.00 (Rupees two thousand eight hundred only) to be deposited in the form of a Demand Draft/Pay Order/ Banker’s Cheque or equivalent instrument 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 TWO MONTHS from the date of issue of Letter of Intent, excluding monsoon period.
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.	Provident Fund Account No. (mandatory)	
2.	PAN No. (mandatory)	
3.	ESI No. (mandatory)	
4.	Service tax registration no., if available.	
5.	Ownership of the firm; whether the firm is proprietary, partnership or company. In case of partnership or company, the details of partnership/company along with agreement copies and the authorised signatory on behalf of the firm should be furnished.	

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
OWNER

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

No.PROJ/TC/5360

Date: 04.03.2011

TENDER FOR DESILTING OF DRAINS IN PELLET PLANT UNIT OF KIOCL LIMITED,  
PANAMBUR, MANGALORE.

**A. INSTRUCTION TO TENDERERS**

1. Tender should accompany EMD of ₹ **2,800.00** in the form of D.D/Pay Order/Banker's Cheque or equivalent instrument drawn in favour of KIOCL Limited, Panambur.
2. Tender will be received up to 3:00 P.M. on **24.03.2011**
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'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 (except service tax), 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** 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. (a) 10% of the value of work shall be deducted and retained till the completion of maintenance period as applicable.

- (b) Initial Security Deposit of 3% of the value of work shall be adjusted immediately after the placement of order. EMD shall be adjusted against the initial Security Deposit. The balance 7% shall be recovered from each running bill. The Security Deposit shall be refunded after successful completion of maintenance period.
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 **TWO MONTHS** from the date of issue of Work/Repair/Maintenance Order, excluding monsoon period. 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 hereunder. 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 7<sup>th</sup> 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 25<sup>th</sup> of the following month.

21. OBLIGATIONS OF THE AGECCNY/CONTRACTOR WITH REGARD TO STATUTES:

The Agency shall be solely responsible as regards salary, wages and service conditions and terms extended by the Agency to his employees/workmen and shall in that connection maintain requisite records and comply with all laws, enactment, rules and regulations and orders dealing with employment of contract labour, payment of workmen's compensation, contribution under ESI Act, 1948, if applicable, and PF/EPF Act 1952, payment of minimum wages, payment of bonus, fire and safety regulations, regulations relating to employment of female workforce, security requirements and such other and regulations as may be applicable at present made applicable hereafter. The wages prescribed by the appropriate Government under the Minimum Wages Act, 1948 and all provisions of the Contract Labour Regulation Act and Factories Act shall be complied with by the Agency. Agency shall insure all employees for accidents and third party losses and produce the policy before commencement of Contract. All employees of the Agency shall be covered under Workmen Compensation Insurance and Group Accident Insurance cover, by the Agency.

22. INDEMNIFICATION:

The Agency shall indemnify and keep indemnified the Company from and against all actions, claims, demands and/or liabilities whatsoever arising out of this agreement or consequent upon breach of any of provisions of this agreement and/or against any claim, action or demand by any of the Agency's Employees, person(s), firms, institutions under any law, rule or regulation having the force of law, including but not limited to, claims against the Company under Workmen's Compensation Act, 1923. The Employees State Insurance Act, the Employees Provident Fund Act, 1952, The Contract Labour (Abolition & Regulation) Act, 1970 and the Minimum Wages Act, 1948 and any amendments thereto.

23. The Bids shall be valid for a period of three months from the due date of submission of the bid.

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

CONTRACTOR

OWNER

SPECIAL CONDITIONS

1. 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 10 below. Only lowest bidder will be considered for award of work.
2. The desilted material from drains/culverts to be shifted to OBL area/Shed I /Shed II/Laydown area as directed by Engineer-in-charge.
3. The slabs placed over open drains are to be removed for removal of silt, and are to be placed back on completion of the job without damage to slabs.
4. Fire water may be used for cleaning the culverts for clearing the silt/debris accumulated in the culverts. The pipes/hoses to be arranged by the contractor.
5. Contractor to deploy tippers for clearing the desilted material as early as possible.
6. The estimated quantity is tentative and may vary depending on the site conditions.
7. The quantity of material transported in each trip /tipper shall be weighed in KIOCL Limited's weigh bridge for each trip and the quantity recorded at Weigh Bridge and certified by the Engineer in Charge shall form the basis for payment.
8. Work shall be carried out on all working days and if required on Sundays and holidays also. No extra claim shall be entertained for working on either round the clock or on Sundays and holidays.
9. The culverts/drains are to be inspected before quoting as these have been choked, and clearing involves hosing with fire water.
10. TAXES & DUTIES: This clause shall be applicable notwithstanding any other clause related to taxes & duties mentioned elsewhere in this tender document:
  - a) The rate quoted shall be inclusive of all taxes applicable for this work except Service Tax.
  - b) 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.
  - c) 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.
11. Payments shall be made on electronic mode. Contractor shall furnish the required bank details to affect the electronic mode of payment
  - Name of the Bank :
  - Branch :
  - Type of Account (Current/Savings) :
  - Account No. :
  - MICR Number (9 digit No.) :
  - Branch Code :

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CONTRACTOR

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OWNER

PRICE BID  
SCHEDULE OF WORK

Sl. No.	Description of the job	Unit	Qty	Rate	Amount( ₹ )
1.	Manual desilting of accumulated silt/debris/ metal scrap etc in the drain/culverts and loading the same (wet material) on to trucks/ tippers, transporting to designated locations as directed by the Engineer in Charge.	MT	600	₹  (In words: Rs.	
				Total	

(Total in words: Rupees:

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CONTRACTOR  
Address:

\_\_\_\_\_  
OWNER