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

KIOCL Limited

(formerly Kudremukh Iron Ore Company Limited)

(A Govt. of India Enterprise)

Panambur, Mangalore-575010

No.PROJ./5441R

Date:11.11.2011

NOTICE INVITING TENDER

KIOCL Limited., Panambur invites sealed tenders from the experienced Contractors for the below mentioned work, who have carried out similar type of 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 23.12.2011 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 Demand Draft/Banker's Cheque/Pay Order or any other 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 24.12.2011

Name of the work: Annual contract for hiring of Jeep for Pellet Plant, KIOCL Limited, Panambur, Mangalore.

EMD: ₹ 7,000.00

Sd/-

Addl. Gen. Manager (Projects & PC)

Telephone : 2407304, 2403294,2403292 e-mail: mprojects@kudreore.com Fax : 0824-2407422

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

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

No.PROJ./TC/5441R

Date: 11.11.2011

Dear Sir,

Sub: Annual contract for hiring of Jeep for Pellet Plant, KIOCL Limited, Panambur, Mangalore.

Please find enclosed herewith the tender documents for (A) Technical Bid - comprising of Invitation for tender, instructions to tenderers & terms & conditions, Special conditions of contract and Annexure I, schedule of work (unpriced) and (B) documents for Price bid comprising of – Schedule of work.

The Technical bid along with other documents shall also contain Annexure I, 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.)
Addl. Gen. Manager (Projects & PC)

Encl: As above.

TECHNICAL BID INDEX

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PRICE BID INDEX

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TECHNICAL BID

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

No.PROJ/TC/5441R

Date: 11.11.2011

Sub : Annual contract for hiring of Jeep for Pellet Plant, KIOCL Limited, Panambur, Mangalore.

I. INVITATION TO TENDERER

1. Bid documents for the above work are enclosed herewith.
2. Sealed bids will be received upto 15.00 Hrs. on 24.12.2011 at the office of Addl. Gen. Manager (Projects & PC), KIOCL Limited, Panambur, Mangalore – 10. Bids received late are liable for rejection. The technical bids shall be opened at 3.30 PM on 24.12.2011. 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 six separate sealed covers – (1) Technical bid and (2) Price Bid - Schedule of work. Each sealed bids shall be superscribed with the respective subjects and shall be addressed to Addl. Gen. Manager (Projects & PC), KIOCL Limited, Panambur, Mangalore – 575 010.
4. The Technical Bid shall be accompanied by an Earnest Money Deposit (EMD) of ₹ 7,000.00 (Rupees seven thousand only) to be deposited in the form of a Demand Draft/Banker’s Cheque/Pay Order or any other equivalent instrument drawn 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 seven 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 duration of the contract shall be ONE YEAR. The effective date of start of contract will be specified in LOI/Work Order.
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.

II. INSTRUCTION TO TENDERERS

1. Tenderers have to acquaint themselves with the conditions prevailing at site/Office, at KIOCL Ltd, Panambur, before submitting the tenders.
2. Tenderers shall furnish their quotation in the schedules enclosed to the bid documents. Quotations should be written in both words and figures.
3. Tenders received late are liable for rejection.
4. Tenders submitted without EMD will not be considered.
5. The successful tenderer should produce the vehicle with all valid documents for our inspection within 7 days from the date of opening of tender.
6. The tender documents and cost of tender documents are not transferable and also the cost of tender documents are non refundable.

III. TERMS AND CONDITIONS

1. The work shall generally be governed by KIOCL Ltd'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 will be as per schedule of work.
3. 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 2% shall be recovered from each running bill. The Security Deposit will be refunded after successful completion of the contract.
4. 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.
5. Statutory deduction towards all applicable taxes shall be made as per rules.
6. The contractor shall abide with all the provisions contained in Factories Act and Rules/Regulations/Bylaws/Orders made thereunder.
7. The contractor should obtain Insurance Policy to cover the risk of the labourers under Workmen Compensation Act and the policy should be produced before starting the work.
8. The driver 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 Ltd. employees.
9. Our Company comes under the statue of Factories Act, Rules, Regulations, byelaws and orders made thereunder. Hence the Contractors must abide by the same.
 - (i) Persons employed for the work shall undergo Initial Training on Safety at our Training & Safety Department before engaging on actual work, as per vocational Training Rules.
 - (ii) Contractor must immediately after deploying the Contract Workers, get their Initial Medical Examination done at Company Hospital on free of charges.

10. 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.

11. OBLIGATIONS OF THE AGENCY/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.

12. 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.

13. Fraud prevention policy of KIOCL Limited:

Every one may take note that a "Fraud Prevention Policy" is being followed at KIOCL, which provides a system for prevention / detection / reporting of any fraud. It also forbids everyone from involvement in any fraudulent activity and that where any fraudulent activity is suspected by anyone, the matter must be reported to the 'Nodal Officer' (Chief Vigilance Officer) as soon as he / she comes to know of any fraud or suspected fraud.

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

CONTRACTOR

OWNER

SPECIAL CONDITIONS OF CONTRACT

1. The duration of the contract shall be ONE YEAR from the effective date which will be mentioned while issuing LOI/Work Order. This contract may be extended for further period of one year on mutual consent.
2. The options for further renewal shall be exercised one month before expiry of the contract, i.e., within eleven month from the date of commencement of the contract.
3. The rates offered shall be inclusive of all expenses of fuel, oil, lubricants, salary, overtime and other allowances payable to the drivers, vehicle taxes, repair and maintenance charges, excluding services taxes. The stepney tyre and other accessories shall be kept at the vehicle at all the times.
4. It shall be contractor's responsibility to ensure that the vehicle provided to KIOCL Ltd. is in good running condition and duly insured for comprehensive insurance giving coverage for the vehicle as well as the traveling persons and pay the taxes as per Law. The RC, insurance policy and other documents must be made available to us whenever, it is required by us. For the run of 24 hours duty, minimum of two drivers have to be provided to the vehicle.
5. The contractor shall be responsible for all accidents/injuries to persons deployed by him which may arise from the operation of the contract due to negligence of himself or any of his representatives, whether such injuries or damages arise from carelessness, accident or any other cause whatsoever in any connected with the performance of his contract.
6. Any damage to KIOCL Ltd's property caused by the contractor or his employees or his representative during the period of this contract shall be recovered from the contractor at the discretion of the Officer-in-charge of KIOCL Ltd, which shall be final and binding on the contractor.
7. The Agency shall ensure that taxi shall be made available to KIOCL Ltd. on all days as specified in respective schedule of works. In case of breakdown, apart from arranging immediate repair of the vehicle, relief vehicle along with a driver shall be provided immediately. It shall be ensured that the relief vehicle provided shall also fulfill the specifications given by KIOCL Ltd. In the event of breakdown/failure beyond one hour, KIOCL Ltd. reserves the right to engage out side vehicle at the risk and cost of the contractor.
8. Drivers should wear neat and clean uniform and they should be well behaved. The contractor shall be responsible for the discipline of the driver deployed by him and contractor shall not employ any person of bad character. Any person deployed by the contractor is objected to, by or on behalf of the company, will have to be removed from the services by the Contractor. Driver should possess valid driving license and should be able to read and write the Log book.
9. The contractor shall submit the bills in duplicate to the authorised officer for the month by 1st of the following month along with the Log book. 5% of the value of the bill shall be deducted and retained till completion of the work as Security Deposit and will be refunded after successful completion of the contract.
10. The log book shall be maintained by the agency for the trips made and the log sheets shall be got signed by the Officers concerned and submitted to Officer in charge of respective departments for counter signature every day. The distance considered - for one way, from contractor's garage to place of duty shall be actual or 5 KMs. whichever is less.
11. The steps shall be taken by contractor to cover the drivers under all statutory provisions in force from time to time and shall make all payments required under the various labour legislations.

12. The vehicles are required for the purpose of carrying men and materials.
13. The vehicles produced at the time of entering in to contract should not be changed without permission of the Officer-in-charge of KIOCL Ltd. during the contract period. For non-compliance of the above conditions the company will reserve the right to recover an amount of ₹ 350.00 per day per vehicle subject to maximum of Rs.3500.00 per vehicle per month.
14. No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract an escalation in hire charges due to variation in POL rates (increase or decrease) will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

$$\frac{\text{Actual KMs run by the vehicle during the month} \times \text{Increase or decrease in Diesel rate per litre to base rate}}{\text{KM per litre of Diesel consumption (i.e., 10 KMs/ltr for jeep)}}$$

The base rate of Diesel/Petrol is the prevailing rate on the due date of submission of tender.

No escalation is admissible for any other reason during the currency of the contract.

15. As per rules and regulations of R.T.O., Mangalore, the taxi should have valid Tourist permit, fitness certificate and valid road permits and all other documents as required under Motor Vehicle Act and Rules to ply on all scheduled routes.
16. Charges for extra Kms run beyond the maximum specified distance in a year shall be calculated and paid only at the end of the year.
17. In any other matter not covered in this contract, the decision of the Company shall be final and binding on the bidders.
18. **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 but excluding service tax, if applicable. However, the applicable service tax shall be clearly quoted (both percentage & amount) in the separate space provided in Schedule of work. And service tax, would be reimbursed as per the details given in (b) & (c) below. In case, service tax is not quoted in Schedule of work, as aforesaid, such contractors would not be eligible for claim service tax for this work.
 - 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.
19. **Evaluation of tender:** Tenders will be evaluated based on the rates quoted by the bidder in schedule of Work **including Service tax**. Only lowest bidder would be considered for award of work.

CONTRACTOR

OWNER

Note: - Following information shall be duly filled and the documents requisitioned hereunder shall be furnished without fail while submitting the tender.

1. Name of the Tenderer :
2. Address (a) Present :
- (b) Permanent Address :
3. Contract person & Telephone No. :
 - i) Office :
 - ii) Residence :
 - iii) Mobile No. :
4. Income tax PAN. No. (mandatory) :
5. Service tax registration No., if available :
6. Whether sole proprietorship/Partnership/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).
7. PRE-QUALIFICATION REQUIREMENT:

(I) One tourist jeep of model 1998 & ABOVE should be in the name of the bidder & vehicle documents (RC, Insurance, Permit, Road tax copies) should be furnished along with technical bid

Or

(II) Bidder should be a registered tour & taxi operators/travel agencies & shall submit registration certificate along with technical bid.

Note:

(i) The details of the vehicles furnished while submitting the tender is for the purpose of pre-qualification only. However, contractor can provide any other vehicle suiting to the terms and conditions stipulated in the respective schedule of works, while executing the contract.

Certified that the information furnished above is complete and true

CONTRACTOR

SCHEDULE OF WORK (UNPRICED)

Sl. No.	Description of Work	Unit	Qty.	Rate (₹)	Amount (₹)
1 (a)	Hiring of diesel driven tourist four door Jeep with hard top of model 1998 and above, with driver for round the clock (24 hours) duty on all days including on Sundays and holidays, upto the maximum run of 13,200 KM per year (average 1,100 KM per month) for Pellet Plant, KIOCL, Panambur.	Lumpsum Per Month.	12	QUOTED	QUOTED
1 (b)	Extra charges per KM beyond 13,200 KM in a year.	Per KM	2640	QUOTED	QUOTED
Service tax, if applicable (both percentage & amount to be mentioned)					

Total

CONTRACTOR_____
OWNER

PRICE BID

SCHEDULE OF WORK

Sl. No.	Description of Work	Unit	Qty.	Rate	Amount (₹)
1 (a)	Hiring of diesel driven tourist four door Jeep with hard top of model 1998 and above, with driver for round the clock (24 hours) duty on all days including on Sundays and holidays, upto the maximum run of 13,200 KM per year (average 1,100 KM per month) for Pellet Plant, KIOCL, Panambur.	Lumpsum Per Month.	12	₹ (In words: Rs.	
1 (b)	Extra charges per KM beyond 13,200 KM in a year.	Per KM	2640	₹ (In words: Rs.	
Service tax, if applicable (both percentage & amount to be mentioned)					

Total

CONTRACTOR

OWNER