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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./5547R

Date: 17.01.2012

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 23.02.2012 on payment of ₹. 200.00 per set, in the form of Demand Draft/Banker's Cheque/Pay Order or any other equivalent instrument drawn from a scheduled bank in favour of KIOCL Limited, Panambur, Mangalore – 10 or payment in cash at KIOCL Limited, Mangalore cash counter. In case tender documents are downloaded from website www.kioclltd.com, the cost of tender document should be furnished along with technical bid. The last date for submission of tender is till 3.00 PM on 24.02.2012.

Name of the work: Road maintenance works inside KIOCL Limited Township, Kavour,
Mangalore

EMD: ₹. 32,000.00

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/5547R

Date: 17.01.2012

Dear Sir,

Sub: Road maintenance works inside KIOCL Limited Township, Kavoor, Mangalore.

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

The Technical bid along with other documents 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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KIOCL LIMITED
(A Govt. of India Enterprise)
PANAMBUR, MANGALORE – 10

No.PROJ/TC/5547R

Date : 17.01.2012

Dear Sir(s)

Sub: Road maintenance works in KIOCL Ltd. Township, Kavour, Mangalore.

1. Bid documents for the above work are enclosed herewith.
2. Sealed bids will be received upto 15.00 Hrs. on 24.02.2012 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 24.02.2012 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, (2) Price Bid and each sealed bids shall be marked “Tender for road maintenance works in KIOCL Ltd. Township, Kavour, Mangalore – Technical Bid” and “Tender for road maintenance works in KIOCL Ltd. Township, Kavour, Mangalore – Price Bid” respectively and shall be addressed to Addl. General Manager (Projects & PC), KIOCL Limited, Panambur, Mangalore – 575 010.
4. The Technical Bid shall be accompanied by an Earnest Money Deposit (EMD) of ₹ **32,000.00 (Rupees thirty two thousand only)** to be deposited in the form of a Demand Draft or any other equivalent instrument drawn from a Scheduled Bank in favour of KIOCL Ltd., Panambur, Mangalore or in cash in KIOCL Ltd’s Accounts Department.
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 time of completion for all works under this contract shall be **FORTY FIVE DAYS**. The effective date of contract would be specified in Letter of Intent/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.

Thanking you,

Yours faithfully,
for KIOCL LIMITED

Sd\-

Addl. 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 2011 (Balance sheet, Form 16 or Auditor Certified copy of Turnover)	Should be at least ₹ 3.87 lakhs
2.	<p>Experience of having successfully completed similar work during last seven years ending 31st January 2012.</p> <p>Similar work means Road maintenance/Road construction/civil works carried out in Process Plants/Industries/Public sector under takings & Govt. sectors.</p> <p>Note: (i) For works carried out in Pellet Plant Unit of KIOCL Ltd., work order copies are to be enclosed. However, for the purpose of technical evaluation, the actual value of work done would be considered. 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 ₹ 5.16 lakhs each (rupees five lakh sixteen thousand only)</p> <p style="text-align: center;">OR</p> <p>b) Two (2) similar completed works costing not less than the amount ₹ 6.45 lakhs each (rupees six lakh forty five thousand only)</p> <p style="text-align: center;">OR</p> <p>c) One (1) similar completed work costing not less than the amount ₹ 10.32 lakhs (rupees ten lakh thirty two thousand only)</p>

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

No.PROJ/TC/5547R

Date: 17.01.2012

TENDER FOR ROAD MAINTENANCE WORKS INSIDE KIOCL LIMITED
TOWNSHIP, KAVOOR, MANGALORE

A. INSTRUCTION TO TENDERERS

1. Technical bid should accompany EMD of ₹ **32,000.00** in the form of Demand Draft or any other equivalent instrument drawn in favour of KIOCL Limited, Panambur.
3. Tender will be received up to 3:00 P.M. on **24.02.2012**.
4. Tenderers have to acquaint themselves with the conditions prevailing at site, before submitting the tenders.
5. Tenderers shall furnish their quotation in the schedule enclosed to the bid documents. Quotations should be written in both words and figures.
6. Owner/Engineer reserves the right to reject any or all tenders without assigning any reason.
7. 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 **ONE YEAR** 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.
 - (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.
8. 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.
9. 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 thereunder.
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. This is mandatory for those contractor's who do not have ESI account number of their own.
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 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.
17. 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 **FORTY FIVE DAYS**. The effective date of contract would be specified in Letter of Intent/Work Order. 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 thereunder. 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.
 - (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. 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.
21. 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. TAXES & DUTIES: This clause shall be applicable notwithstanding any other clause related to taxes & duties mentioned elsewhere in this tender document:
 - (a) This contract is deemed to be a works contract. 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.

2. 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 will be considered for award of work.

CONTRACTOR

OWNER

SCHEDULE OF WORK (UNPRICED)

Sl. No.	Description of Work	Unit	Qty.	Rate	Amount (₹)
1	Providing and applying primer coat with bitumen emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.60 kg/sqm using mechanical/manual means complete as per specifications.	Sq.M.	5500	QUOTED	QUOTED
2	Providing, laying and rolling of open-graded premix surfacing of 20mm thickness composed of 13.2mm to 5.6mm aggregations either using penetration grade bitumen or cut-back or emulsion to required line, grade and level to serve as wearing course on a preciously prepared base, including mixing in a suitable plant, laying and rolling with a smooth wheeled roller 8-10 tonne capacity, finished to required level and grades complete as per specifications. Bitumen grade 80/100 at 1.46 Kg/Sq.Mt.	Sq.M.	5500	QUOTED	QUOTED
3	Same as item 2 for providing additional thickness 20 mm wherever required as per direction of Engineer-in-charge.	Sq.M.	500	QUOTED	QUOTED

Sl. No.	Description of Work	Unit	Qty.	Rate	AMOUNT (₹)
4	Providing and laying of premix sand seal coat with crushed stone chipping 6.7mm size and penetration between suitable grades complete as per specification with bitumen at 0.7 Kg/Sq.Mt	Sq.M.	5500	QUOTED	QUOTED
5	Providing and laying bituminous macadam on prepared surface with crushed aggregates 40mm down size to filling in pot holes including mixing, compacting using bitumen grade 80/100 at 72.3 Kg/Cu.M. as per the direction of Engineer in charge.	Cu.M.	06	QUOTED	QUOTED
				Service Tax @ ----- --% (if applicable)	
				Total	

(In words:

CONTRACTOR

OWNER

PRICE BID

SCHEDULE OF WORK

Sl. No.	Description of Work	Unit	Qty.	Rate	Amount (₹)
1	Providing and applying primer coat with bitumen emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.60 kg/sqm using mechanical/manual means complete as per specifications.	Sq.M.	5500	₹ (In words: Rs.	
2	Providing, laying and rolling of open-graded premix surfacing of 20mm thickness composed of 13.2mm to 5.6mm aggregations either using penetration grade bitumen or cut-back or emulsion to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in a suitable plant, laying and rolling with a smooth wheeled roller 8-10 tonne capacity, finished to required level and grades complete as per specifications. Bitumen grade 80/100 at 1.46 Kg/Sq.Mt.	Sq.M.	5500	₹ (In words: Rs.	
3	Same as item 2 for providing additional thickness 20 mm wherever required as per direction of Engineer-in-charge.	Sq.M.	500	₹ (In words: Rs.	

Sl. No.	Description of Work	Unit	Qty.	Rate	Amount (₹)
4	Providing and laying of premix sand seal coat with crushed stone chipping 6.7mm size and penetration between suitable grades complete as per specification with bitumen at 0.7 Kg/Sq.Mt	Sq.M.	5500	₹ (In words: Rs.	
5	Providing and laying bituminous macadam on prepared surface with crushed aggregates 40mm down size to filling in pot holes including mixing, compacting using bitumen grade 80/100 at 72.3 Kg/Cu.M. as per the direction of Engineer in charge.	Cu.M.	06	₹ (In words: Rs.	
				Service Tax @ -----% (if applicable)	
				Total	

(In words:

CONTRACTOR

OWNER