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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./5563

Date: 12.11.2011

### **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 27.12.2011 on payment of ₹ 150.00 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](http://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 28.12.2011.

Name of the work: Annual contract for sampling of Iron Ore Fines while ship unloading at Pellet Plant Unit, KIOCL Limited, Panambur, Mangalore

EMD: ₹ 26,000.00

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/5563

Date: 12.11.2011

Dear Sir,

Sub: Annual contract for sampling of Iron Ore Fines while ship unloading at Pellet Plant Unit,  
KIOCL Limited, Panambur, Mangalore

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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, 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/5563

Date: 12.11.2011

Sub : Annual contract for sampling of Iron Ore Fines while ship unloading at Pellet Plant Unit,  
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 28.12.2011 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 28.12.2011 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 two 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 Addly. Gen. Manager (Projects & PC), KIOCL Limited, Panambur, Mangalore – 575 010.
4. The Technical Bid shall be accompanied by an Earnest Money Deposit (EMD) of ₹ 26,000.00 (Rupees twenty six 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 date of start 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\-

Encl: Bid documents.

Addl. General Manager (Projects & PC)

**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 <sup>st</sup> March 2011 (Balance sheet, Form 16 or Auditor Certified copy of Turnover)	Should be at least ₹ 2.80 lakhs.
2.	<p>Experience of having successfully completed similar work during last seven years ending last day of the previous month of date of publication of NIT.</p> <p>Similar work means sampling works carried out in Process Plants/Industries/Public sector under takings &amp; 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 ₹ 3.74 lakhs each (rupees three lakh seventy four thousand only)</p> <p style="text-align: center;">OR</p> <p>b) Two (2) similar completed works costing not less than the amount ₹ 4.68 lakhs each (rupees four lakh sixty eight thousand only)</p> <p style="text-align: center;">OR</p> <p>c) One (1) similar completed work costing not less than the amount ₹ 7.49 lakhs (rupees seven lakh forty nine thousand only)</p>

3.	PAN No. (mandatory)	
4.	Service tax registration no.	
5.	<p>Ownership of the firm; whether the firm is proprietary, partnership or company.</p> <p>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.</p>	
6.	<p>All payments shall be made on electronic mode. Contractor shall furnish the required bank details to affect the electronic mode of payment.</p> <p style="padding-left: 40px;">Name of the Bank</p> <p style="padding-left: 40px;">Branch</p> <p style="padding-left: 40px;">Type of Account (Current/Savings)</p> <p style="padding-left: 40px;">Account No.</p> <p style="padding-left: 40px;">MICR Number (9 digit No.)</p> <p style="padding-left: 40px;">Branch Code</p>	

CONTRACTOR

OWNER

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

No.PROJ/TC/5563

Date: 12.11.2011

TENDER FOR ANNUAL CONTRACT FOR SAMPLING OF IRON ORE FINES WHILE SHIP UNLOADING AT PELLET PLANT UNIT, KIOCL LIMITED, PANAMBUR, MANGALORE

**A. INSTRUCTION TO TENDERERS**

1. Tender should accompany EMD of ₹ **26,000.00** in the form of Demand Draft Banker's Cheque/Pay Order or any other equivalent instrument from a Scheduled Bank drawn in favour of KIOCL Limited, Panambur, Mangalore.
3. Tender will be received up to 3:00 P.M. on **28.12.2011**.
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, except service tax. Service tax, if applicable, will be reimbursed as per Rule 6 (1) of Service Tax Rules. 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 MONTH** 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) 5% of the value of work shall be deducted and retained till the completion of work or 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 2% 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 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 contractors who do not have ESI number of their own.
15. Contractor should furnish the PF & ESI code numbers obtained from respective authorities and also produce the same to the Personnel Department before commencement of the work. However, in case a contractor who does not have PF & ESI code number, should apply for PF & ESI code numbers from the respective authorities based on the LOI/Work Order issued to them and produce the same to Personnel Department.

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 specified in LOI/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. 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 and ESI challans shall be submitted to the 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. 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.

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`.**

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CONTRACTOR

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OWNER

### SPECIAL CONDITIONS

1. The sampling and sample preparation should be carried out strictly as per Indian Standard BIS – 1405 1982.
2. Composite sample of every shift approximately 5 Kgs. to be sealed and handed over to PC Lab for Moisture determination without delay.
3. The composite sample of whole consignment to be prepared in triplicate of approx 10 Kgs. each, sealed and handed over to Lab after completion of shifting of Cargo.
4. Details of ship unloading schedule, truck deployment etc to be collected from Stores Department.
5. Payment to party shall be based on actual quantity of the consignment.
6. **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.
7. **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 6 above. Only lowest bidder will be considered for award of work.

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CONTRACTOR

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OWNER

SCHEDULE OF WORK (UNPRICED)

Sl. No.	Description of item	Unit	Qty.	Rate (₹)/Unit	Amount (₹)
1.	i) To collect samples from each Truck at KIOCL weigh bridge during transportation of the ore from Wharf to KIOCL shed till shifting is completed. ii) Prepare the composite sample in each shift for Moisture determination. iii) Make a composite sample of whole consignment for quality determination – all as per the instructions of Engineer – in – charge.	Per Shipment (approximate 45000 MT)	48 Ships		
				Total	

UNPRICED FORMAT

(In words: Rs.

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CONTRACTOR

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OWNER

PRICE BID  
SCHEDULE OF WORK

Sl. No.	Description of item	Unit	Qty.	Rate/Unit	Amount (₹)
1.	i) To collect samples from each Truck at KIOCL weigh bridge during transportation of the ore from Wharf to KIOCL shed till shifting is completed. ii) Prepare the composite sample in each shift for Moisture determination. iii) Make a composite sample of whole consignment for quality determination – all as per the instructions of Engineer – in – charge.	Per Shipment (approximately 45000 MT)	48 Ships	₹ (In words: Rs.	
				Total	

(In words: Rupees)

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CONTRACTOR

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OWNER