



KUDREMUKH

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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No.PROJ./ 5207

Date: 20.07.2010

SHORT TENDER NOTICE

KIOCL Limited., Panambur (formerly Kudremukh Iron Ore Company Limited), 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 29.07.2010 on payment of Rs.200.00 per set (rupees two hundred only) in the form of D.D drawn in favour of KIOCL Limited, Mangalore. If the tender documents 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 09.08.2010

Name of the work: Tender for fabrication, erection and painting of steel structural members for extension of Ball Mill building for erection of Derrick Screens, at KIOCL Limited, Panambur, Mangalore

EMD: Rs. 17,000.00.

Deputy General Manager (Projects & PC)

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

No.PROJ/5207

Date : 20-07-2010

Dear Sir(s)

Sub: Tender for fabrication, erection and painting of steel structural members
for extension of Ball Mill building for erection of Derrick Screens at
KIOCL Limited, Panambur, Mangalore.

1. Bid documents for the above work are enclosed herewith.
2. Bidding is open to all eligible bidders meeting the eligibility criteria as defined in clause No.3.3 of Instructions to Bidders. **Bidders are advised to note the minimum qualification criteria specified in Clause 3.3 of the Instructions to Bidders to qualify for the award of the contract.**
3. Sealed bids will be received up to 15.00 Hrs. on **09.08.2010** at the office of Deputy General Manager (Projects & PC), KIOCL Limited, Panambur, Mangalore – 575 010 and will be opened on the same day at 15:00 hours, in the presence of bidders who wish to attend. If the office happens to be closed on the date of receipt of bids as specified, the bids will be received and opened on the next work day at the same time and venue. Bids received late are liable for rejection.
4. Bidders shall abide by all the details of “Instruction to Bidders” enclosed with the tender documents. Sealed bids shall be submitted in the manner as mentioned below:
 - (a) First envelope shall contain Demand Draft towards Earnest Money Deposit, the Pre-qualification requirements as per the clause 3.3 of Instructions to Tenderers, the technical and commercial portions of the offer and shall be superscribed as “UNPRICED” – “Tender for fabrication, erection & painting of steel structural members for extension of Ball Mill building for erection of Derrick Screens in KIOCL Limited, Panambur, Mangalore”, containing one full set of all tender documents including all the annexures duly filled-in and signed with official seal on all pages but without mention of rates and prices.
 - (b) Second sealed envelope superscribed as “PRICED” – “Tender for fabrication, erection & painting of steel structural members for extension of Ball Mill building for erection of Derrick Screens in KIOCL Limited, Panambur, Mangalore” containing schedule of units, quantities and prices of the tender document with all the rates, prices etc. duly signed with official seal on all pages.

Tenderer shall strictly submit the offer in the way as mentioned above. Sealed bids with the above markings and shall be addressed to Deputy General Manager (Projects & PC), KIOCL Limited, Panambur, Mangalore – 575 010.

5. The Bid shall be accompanied by an Earnest Money Deposit (EMD) of **Rs.17,000.00 (Rupees seventeen thousand only)** to be deposited in the form of a Demand Draft from a Scheduled Bank drawn in favour of KIOCL Limited, Panambur Mangalore. No interest will be paid on Earnest Money Deposit. No other form of Earnest Money Deposit will be accepted. Bids not accompanied by EMD shall be liable to be rejected at the sole discretion of the OWNER without any further consideration.
6. EMD shall be returned to unsuccessful bidders within 28 days after deciding the successful Bidder and in case of the successful bidder, the same shall be returned after submission and acceptance of the Security Deposit for this work referred to in Article No. 37 of “General Conditions of Contract”.
7. Acceptance of the bid will be intimated to successful bidder through a Letter of Intent (LOI)/Work Order. 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.
8. The time of completion for all works under this contract shall be FOUR MONTHS from date of issue of Letter of Intent/Work Order.
9. The Company reserves the right to reject any or all the tenders without assigning any reason.

Thanking you,

Yours faithfully,
for KIOCL Limited

Encl: Bid documents.

Deputy General Manager (Projects & PC)

TECHNICAL BIDINSTRUCTION TO TENDERERS

1.0 PURPOSE

1.1 It is the purpose of these instructions to serve as a guide to Bidders when preparing proposal for the work described in the attached specifications.

2.0 SCOPE OF BID

2.1 M/s. KIOCL Limited (referred to as Employer in these documents) invites bids for “Fabrication, erection and painting of steel structural members for extension of Ball Mill building for erection of Derrick Screens, at KIOCL Limited, Panambur, Mangalore” (as defined in these documents and referred to as “the works”) detailed in the schedule of work. The bidders shall submit bids for all of the works detailed in schedule of work.

2.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

3.0 ELIGIBLE BIDDERS

3.1. The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause No. 3.3

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

3.3 **Eligibility Criteria**

To qualify for award of the contract, each bidder in its name should have in the last Seven years i.e from 2003-04.

- (i) Average annual financial turnover during the last 3 years ending 31st March 2010, should be at least Rs.4.98 lakhs (Rupees Four lakhs ninety eight thousand only) in any one year.
- (ii) Experience of having successfully completed similar works during last 7 years should be either of the following.
 - a) Three similar completed works costing not less than the amount of Rs 6.64 Lakhs.
OR
 - b) Two similar completed works costing not less than amount of Rs 8.30 Lakhs
OR
 - c) One similar completed work costing not less than the amount of Rs 13.29 Lakhs.
 - d) Similar work means steel structural fabrication & erection works/painting of steel structures/ roof & side cladding sheeting works.
- (iii) Should have Provident Fund A/c. No., ESI A/c. No. & PAN No. The copies of the same to be submitted along with Technical Bid.

BIDS NOT GIVING THE FULL PARTICULARS AS REQUIRED ABOVE ARE LIABLE FOR REJECTION AT THE DISCRETION OF THE OWNER WITHOUT ASSIGNING ANY REASON.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 3.4 (A) above.

3.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or

4.0 ONE BID PER BIDDER

4.1 Each bidder shall submit only one bid for one package A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5.0 COST OF BIDDING

5.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

6.0 SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility and risk shall visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense. The contractor shall also understand the all works required to be carried out in order to complete the project in total.

7.0 TENDER CONDITIONS

7.1 Sealed bids will be received until 15:00 IST hours on the date indicated in the Invitation to Tender/Bid at the location indicated in "Invitation to Bid".

7.2 Bids received after this date is liable to be rejection at the sole discretion of the OWNER without assigning any reasons.

8.0 CLARIFICATION OF THE BIDDING DOCUMENTS

8.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he received earlier than seven days prior to the deadline for submission of bids. Copies of the

Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

8.2 Pre-bid meeting

- 8.2.1 The bidder or his official representative shall attend a pre-bid meeting which will take place at the Office of Deputy General Manager (Projects & PC), KIOCL Limited, Panambur, Mangalore – 575 010 on **02.08.2010 at 11.00 AM. *The bidder or his official representative shall compulsorily attend the pre-bid meeting the on this date, failing which his tender will not be considered.***
- 8.2.2 The purpose of the meeting will be to appraise the contractor about the prevailing site conditions under which work has to be executed, to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- 8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-bid meeting.

9.0 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

10.0 PROPOSAL

- 10.1 Bidder shall prepare his proposal in accordance with the specification and strictly as per the schedule of items. No addition/alterations/changes shall be made by the bidder. While submitting the tender, deviations, if any, shall be separately furnished. Anything not specifically mentioned, but necessary to complete the work, shall be provided by the Bidder and the cost thereof shall be deemed to be included in the prices quoted.
- 10.2 PROPOSALS SHALL BE SUBMITTED ON FORMS PROVIDED FOR THIS PURPOSE. FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF THE BID AT THE SOLE DISCRETION OF THE OWNER WITHOUT ASSIGNING ANY REASON.

11.0 GENERAL

- 11.1 Bidder shall study thoroughly the General Conditions, Special conditions, specifications, contract drawings and other documents in the Invitation to Bid and submit his quotations accordingly. By submitting Bid for the work, Bidder deemed will be deemed to have satisfied himself with the actual requirements in the Bid Documents.

- 11.2 By submitting the Bid for the work, Bidder will be deemed to have inspected and examined the worksite, its surroundings, locality, nature of the grounds and subsoil, the scope and nature of the work, materials necessary for the completion of the work, safety requirements, means of access to the worksite and the accommodation which may be required for storage, office, residence etc. Bidder will also be deemed to have obtained all information as to the risks, contingencies, responsibilities and other circumstances, which might influence or affect his Bid and to have taken into account all conditions and difficulties that may be encountered during the progress of the work. The rates quoted by him in the Bid shall be deemed to be adequate to complete the work according to the Contract and to cover the entire responsibility involved in executions, completion and maintenance of work. Bidder will be further deemed to have included all labour and material rates which shall include cost of materials with taxes, octroi and other duties, quarry fees, royalty, lead, lift, loading and unloading freights for the materials, transportation, storage, insurance and all other charges necessary for the completion of the work. All items excluding the items specifically covered under OWNER's scope shall be under the scope of the bidder and same is deemed to be included in the prices quoted.
- 11.3 The bidder shall be deemed to have satisfied himself before bidding as to the correctness or sufficiency of his Bid for the work and of the rates and prices quoted by him which shall cover all his obligations under the Contract including programme of work which may be fixed by OWNER in accordance with General Conditions of Contract and all matters and things necessary for the proper construction / erection, completion and maintenance of works. No extra charges whatsoever consequent on any misinterpretation or otherwise shall be allowed.
- 11.4 Details and drawings that are not attached but referred to in the Bid Documents for the work may be seen in the office of the KIOCL Limited during office hours. Failure to avail himself of this shall not relieve the Bidder of his responsibility of submission of correct bid for work involved.
- 11.5 Canvassing in any form is strictly prohibited and the Bids submitted by the Bidders, who resort to canvassing will be liable for rejection.
- 11.6 The successful Bidder shall make his own arrangements for all materials except those otherwise specified in the Bid document for issue by the OWNER at stipulated cost/or free of cost. Any materials or service to be issued/rendered to CONTRACTOR unless specifically stipulated to be free of cost to the CONTRACTOR, shall be as per General Conditions of Contract.
- 12.0 **BID VALIDITY.**
- 12.1 Bids shall remain valid for a period of 3 (three) months after the deadline date for bid submission specified in Clause 3 of Invitation to Bid (Format No.KIOCL/MR/TC/QF-01). A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security, or a period of the extension. .
- 13.0 BID SECURITY (EARNEST MONEY DEPOSIT – EMD)**

- 13.1 The Bidder shall furnish, as part of his Bid, a Bid Security for the amount and in the form mentioned Sl. No.5 of Invitation to Bid (Formation No.KIOCL/MR/TC/QF-01).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- 13.4 The Bid Security may be forfeited, if
 - (a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - (b) The Bidder does not accept the correction of the Bid Price, pursuant to Clause 15; or
 - (c) The successful Bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performance Security.
- 14.0 OWNER reserves the right to divide and award the work in this invitation to Bid to more than one Bidder if considered necessary. OWNER also reserves the right to reject any or all the bids without assigning any reason and does not bind himself to accept the lowest bid or any bid.
- 15.0 Bidders shall quote the rates in figures as well as in words in English. The amount of each item shall be worked out and the total given. Bid containing “Over Written” or “erased” rate or rates and amounts and rates not shown both in figures and words in English may liable for rejection. Bidders shall quote rates for all items, failing which the Bid will be considered incomplete and the bid is liable to be rejected. In case of discrepancy between rates in figures and words, the rates indicated in words shall be taken as final. In case of discrepancies between Rates and Amounts, the rates indicated shall be taken as final and the amounts worked out on the basis of quoted rates given in the Bid.
- 16.0 Unless otherwise specified, all rates and prices in the Bid shall cover Sales Tax and all taxes except service tax, Octroi and other duties, quarry fees, royalties etc., if any applicable.
- 17.0 Bidders shall sign all the pages of the bid document. Bid submitted by Partnership Firm may be signed in the Firm’s name by all the partners or person authorized in the Partnership Deed such as Managing Director or any other duly authorized representative, followed by the name and designation of the person so signing. An attested copy of Partnership Deed and proof of registration of the Firm and the authorization of the signatories shall accompany the Bid of any partnership firm.

Bid by a Company shall be signed with the name of the Company by a person on its behalf and registered duly notarized power of attorney or other satisfactory proof showing that the person signing the Bid document on behalf of the Company is duly authorized to do so, shall accompany the Bid.
- 18.0 Bids with rates in units different from those prescribed in the Bid schedule may be liable for rejection.
- 19.0 If a Bidder seeks to clarify his quotations or rates, this shall only be done in a separate covering letter. In the letter, the clarifications / modifications desired shall be with specific reference to the

relevant conditions in the invitation to Bid and the page Nos. and clause Nos. of the conditions shall be indicated.

- 20.0 Bidder is responsible to ensure that the Bids reach before the date and time specified.
- 21.0 Acceptance of Bid will be intimated to the successful Bidder through a “Letter of Intent / Work Order” with the issue of which the Contract shall stand concluded. However, CONTRACTOR may be required to execute a formal agreement within the time specified in the Letter of Intent.
- 22.0 Our Company comes under Factories Act, Rules, Regulations, byelaws and orders made thereunder. The contractor shall abide with all the provisions contained in Factories Act and Rules/Regulations/Bylaws/Orders made thereunder.
- 23.0 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 employees.
- 24.0 Time of completion and Liquidated Damages :

The entire work under this Contract shall be completed within **FOUR MONTHS** from the date of issue of Work/Repair/Maintenance 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.

- 25.0 No persons shall be employed without Initial Training on Safety as per vocational Training Rules.
- 26.0 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.
- 27.0 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.
- 28.0 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.

- 29.0 Monthly returns/payment challans in respect of PF & ESI to be submitted before 10th of every month to HOD of Personnel Department, KIOCL Ltd., or his authorized representative.
- 30.0 Disbursement of wages to be made before the 7th of following month. Wage register to be countersigned by HOD of Personnel Department, KIOCL Limited or his authorised representative. Copy of the countersigned Wage Register / PF & ESI challans for the billing period to be enclosed along with the bill.

31.0 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 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.

32.0 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.

33.0 PAYMENT

Work done shall be measured and paid by Owner as per the schedule item rates after completion.

- 33.1 Paying authority shall be Sr. Manager (F&A), KIOCL Limited, Mangalore.

34.0 MAINTENANCE PERIOD

- 34.1 The work executed shall be maintained in good condition for a period of **ONE YEAR** from the date of successful completion of all works mentioned in Schedule of works except for painting of structures, 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.

- 34.2 For painting of structures, maintenance period shall be **FIVE YEARS** from the date of successful completion, including re-painting 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.

SPECIAL CONDITIONS

1.0 SCOPE OF WORK:

- 1.01 The scope of work is as brought out in the schedule of work. The main objective of this contract is for extension of Ball Mill building and modifications depending on the site conditions for erection of Derrick Screens in front of Ball mill No.1, as per the MECON drawings and sketches issued by Engineer-In-charge, working at an elevation of +30.0 Mtrs in KIOCL Limited, Panambur, Mangalore.
- 1.02 It is the responsibility of the contractor to employ suitable and experienced workmen for carrying out works for extension/modifications with sufficient qualified site in-charge and supervisors for overall supervision at site on day-to-day basis.
- 1.03 Contractor should deploy experienced, skilled and adequate manpower for the above work in time and coordinate with painting contractor at the same time.
- 1.04 Contractor has to mobilize the equipments, men and materials place to place as necessity/priority arises for the execution of above job, at different locations and heights.
- 1.05 Welding electrodes like 6013 of make Advani, Orlicon, ESAB, D & H or any other reputed make shall be used for the above work with the prior approval of the Engineer-in-Charge. Minimum welding thickness shall be 6mm thick unless and otherwise specified.

2.0 SCOPE OF WORK FOR PAINTING WORK:

- 2.01 Preparation of new structural steel surfaces at an elevation 20.00mtr to (+) 30.00mtr. in Ball mill building of Port Facilities, KIOCL Ltd., Panambur, Mangalore as per details given in the technical specification and as per instructions of Engineer in charge.
- 2.02 Supply and application of paints, compatible with existing paints according to the scheme enclosed at Annexure - A.
- 2.03 The contractor shall be responsible for the supply of paints in time for the timely execution and completion of the job.
- 3.00 Bidders shall visit and acquaint themselves with the Plant working conditions, Site conditions and other related aspects with reference to the Scope of work involved for each work. They are advised to discuss and fully acquaint with the nature of work, terms and conditions with the Engineer-in-charge before submitting the tender.
- 4.00 In addition to what has been described in the Schedule, Scope under this Tender includes all such works directly connected with the operation of Schedule items.

5.00 Mode of measurement:

- 5.01 For item nos. (1) for the purpose of measurement and payment, each sheet removed shall be measured individually in terms of square area and paid accordingly (no deductions shall be made for overlap).
- 5.02 For item nos. (2) & (3) the basis of payment for the items will be in tonnage basis. The dismantled materials to be weighed in KIOCL Ltd's weigh bridge and weightment slip to be obtained. This will form the basis for payment. The payment for modification/rectification/strengthening works executed will be on Tonnage basis as per the site measurement/ sketches given by M/s MECON Limited.

- 5.03 For item no. (4) & (5) the mode of measurement for painting shall be on the basis of tonnage of steel structural buildings based on DODL / the tonnage of erected steel structures as certified for payment by Engineer in charge (based on the measurements recorded in measurement books). Decision of Engineer in this regard is final and binding. Or otherwise, the joint measurement of the structures will be taken at site and will form the basis of payment. For embedded structures in concrete or at junctions no deduction will be made in the tonnage.
- 5.04 For item No.6, the net area laid shall be measured and paid accordingly.
- 5.05 For item No.7, the basis of payment shall be Number of as executed drawings submitted by agency.

5.06 Paint Film thickness

- a) Film thickness shall be measured with ELCO METER.
- b) Thickness of existing paints after surface preparation and before application of primer coat of paint shall be measured.
- c) The film thickness shall be measured for each coat of paint.
- d) The number and position of measurements shall be determined by Engineer with due consideration to the size and shape of steel structural sections to be painted.
- e) Measurement shall be carried out three times at each measuring point in the area of about 1.00 Sq.M. The average of three measurements shall be taken as the measured value of the concerned steel structure.

The variation in film thickness shall be plus or minus five percent on the overall thickness as per Clause No.1.01 of Technical Specification.

- 6.0 Contractor shall visit the site of work to acquaint himself with location, type/nature of work involved, plant working conditions, site conditions available and other environments and related aspects prevailing in plant area which are contingent upon the scope of each work envisaged under this contract before submitting the tender. They are advised to discuss and fully acquaint with the type/nature of work, terms and conditions of the contract with the Engineer –in-charge before submitting the tender.
- 7.0 Site for office cum storage shed shall be provided free of cost by Owner. Contractor shall construct storage cum office structure in the location shown by owner within the plant area at his cost. No site for labour camp or accommodations shall be provided by owner.
- 8.0 Site of work is within the prohibited area. All entries/exits for men and materials shall be through the main gate only which is manned by Central Industrial security force staff. Entry/gate passes duly countersigned by Owner are therefore required to be furnished at the main gate.
- 9.0 All materials brought to the site shall be properly safe guarded and protected against theft and weather conditions. Structural steel required for the work shall be supplied by the owner for the above work to the contractor free of cost at central stores lay down area. Necessary progress report/ register should be maintained by the contractor for recording the day-to-day progress of work with relevant details, in the respective locations, steel issue/consumption and other work related items like strength of labour deployed, materials brought to site etc.
- 10.0 Contractor shall make his own arrangements for transporting the Owner supplied steel sections from KIOCL Limited stores/lay own area to the designated work spot.
- 11.0 All such materials issued/drawn from stores, shall be properly accounted for and reconcile after retrieving/salvaging the good materials if any, the balance scrap materials along with debris

collected in gunny bags issued by owner free of cost, are returned to Owner's stores with Material return voucher in the Owners format. All other materials, consumables tools and tackles including welding transformer, junction box, electrical extension board with MCB, extension for power cable as may be required for this work shall be arranged by the contractor. After completion of the job the work site shall be cleaned / cleared in all respects.

- 12.0 Water required for the work shall be made available at one or two points, on free of cost basis depending upon the availability. Contractor has to make his own arrangements for distribution and storage.
- 13.0 Power/light point required for the work shall be made available at one point near Filter building area on free of cost. Contractor shall make his own arrangements for distribution lines. All equipments, welding transformers, tools and tackles including scaffoldings ladders and ropes required for the job shall be supplied and maintained in serviceable conditions by the contractor and strictly fulfill the structural requirements of tools and equipments. Since the work is to be under taken at great heights all necessary precautions required for safe guarding the men and equipments (Owners equipment) shall be ensured at all times during execution of the work.
- 14.0 General working hours on all weekly days except Sundays and holidays are from 8:30AM to 5:00 PM. Contractor has to deploy different groups to work round the clock for ensuring early completion of the work. Necessary special permission from Owner has to be obtained in writing before execution during beyond working hours, Sundays and holidays. Contractor should carryout the work in running plant. Further hot permits will be given for working in certain critical areas, whenever the front is ready in such places. Contractor shall ensure that the completion of work in such areas during the permitted period/shut down period itself, irrespective of timings.
- 15.0 Contractor should proceed with work in the area shown by Engineer-in-Charge as per the priority in coordination with the painting/structural/sheeting agencies, so that all the jobs progress simultaneously without hindrance. Accordingly the work schedule shall be sufficiently detailed to cover the manpower requirement and also tools / equipments / tackles and all materials that are proposed to be inducted in the work.
- 16.0 All materials brought to the site shall be properly safe guarded and protected against theft, fire hazard and weather conditions etc. Materials like paints, metal conditioning solutions, thinner and solvent/alkaline etc., shall be brought in sealed containers and the contractor shall maintain proper records/account of daily transaction.
- 17.0 All empty containers shall be the property of Contractor and shall be properly accounted for and shall not be removed from site till clearance is given by the Engineer.
- 18.0 As the work is to be undertaken in a running plant, all necessary precautions required for safeguarding men, material and equipments (Owner's) shall be ensured at all times during execution of the work.
- 19.0 Contractor shall furnish the owner a work/time schedule/bar chart upon issue of Letter of Indent (LOI) and indicating broadly regarding commencement and completion of the work within the time frame i.e. Four Months.
- 20.0 The Contractor shall offer the work carried out at every stage of painting for inspection and approval before proceeding with the next stage. Such approvals shall be entered in a register and got signed by the Engineer. Any defects noticed during the various stages of inspection shall be made good by contractor to the satisfaction of the Engineer before proceeding further. Irrespective of the inspection, repair and approval at every stage of work, the contractor shall be responsible for

making good any defects found during guarantee period. The defects includes mitering, flaking or scaling, peeling of paint, pitting.

- 21.0 The thickness of dry film of paint applied shall not be less than the specified thickness.
- 22.0 **The contractor shall get approval for the colour and shade of the paint to be applied from the Engineer-in-Charge before arranging / procuring / manufacturing the paint.** The contractor shall intimate the owner in advance regarding the readiness of paints, which will be inspected by Inspection department of M/s. KIOCL Limited. Tests as indicated under clause No. 1.03 of Technical Specification- for Painting Work shall be adhered to for each batch of paints and test certificates shall be furnished.
- 23.0 Guarantee for the performance of the paint/painted surfaces shall be for a period of **five years** from the date of completion of the finishing coat of paint and for structural work shall be **six months** from the date of completion of the work. The work executed shall be maintained in good condition during the guarantee period, including repairs required if any at contractor's cost. If the Contractor fails to fulfill his obligation during the maintenance period specified, the same shall be got done through any other agency at contractor's risk and cost.
- 24.0 The Contractor shall provide suitable protection as necessary to prevent paint from splashing on the equipments, floors, walls etc. Any damage to owner's property caused by the contractor during the execution/maintenance of work, shall be charged to the contractor and amount to be deducted shall be decided at the sole discretion of the Engineer.
- 25.0 Any insects/ bee hives formed by honeybees or other insects, if found anywhere at work spot, shall have to be removed by the Contractor at their own cost.
- 26.0 Scaffolding wherever required shall be of material bamboo, casurina, and acrow staging / MS pipes.
- 27.0 TAXES & DUTIES: This clause shall be applicable not withstanding any other clause related to taxes & duties mentioned elsewhere in this tender document:
- i. The contract shall be deemed to a works contract and (property in the materials/equipments shall pass to the Owner only after their incorporation in the works and acceptance of the completed works by Engineer/Owner). Contractor's quoted rate shall be inclusive of all taxes and duties applicable for this work except service tax.
 - ii. 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.
 - iii. 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.

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TECHNICAL SPECIFICATIONS - FOR PAINTING WORKS

1.0 PAINTING SPECIFICATION

- 1.01 This specification covers the general requirements for painting of steel structures of Ball mill building extension at Port facilities involving surface preparation, supply, delivery of all painting material at site and application of paints at site including providing scaffolding as required, tools and tackles, equipment and labour for surface preparation and application of paints.

Painting test as indicated at 1.03 and surface preparation to manual cleaning conforming to Swedish standard St-2 shall be adopted. Total DFT will be 300 microns and overall DFT of the system shall be within (+/-) 5% variation. KIOCL Limited's approved painting scheme is given in Annexure 'A' enclosed. Contractor shall adopt any one these specifications during execution of the work. However, in case contractor prefers to use any other scheme, such scheme shall be furnished along with full technical details along with the technical bid. KIOCL Limited reserves the right to accept or reject the scheme submitted by the contractor, which shall be final and binding on the contractor.

- 1.02 The contractor shall give performance guarantee of **five years** minimum for supply and application of proposed painting scheme. Performance Guarantee shall be furnished in KIOCL Limited's prescribed format, which is enclosed as Annexure -B.
- 1.03 Contractor shall furnish test certificates for every batch of paints dispatched and brought to site as per specification. Before start of painting, clearance has to be obtained from Inspection & Progress dept., KIOCL/Engineer-in-charge with regard to compliance of supplier. However KIOCL Limited reserve right to witness the testing of the paint at manufacturers work. All testing charges shall be to Contractors account.

2.0 SURFACE PREPARATION

- 2.01 Workmanship shall generally conform to the requirements specified in IS: 1477 Part manual cleaning and shall conform to Swedish standard St-2.
- 2.02 The contractor where the other method specified above has not achieved the desired results shall resort to, cleaning by solvents. Cleaning with solvents shall be adopted only after obtaining approval of Engineer.
- 2.03 De-rusting and de-scaling by blasting is prohibited. Sand blasting is also not permitted. However air cleaning by compressor deployed by the contractor is permitted.
- 2.04 Surface preparation shall be examined / inspected by the Engineer and the contractor shall obtain a certificate from him stage wise to this effect before start of each coat painting.

3.0 PAINTING

- 3.01 All the paints shall be of quality product. The application of paint film shall serve the twin purpose of protecting the steel from corrosion and decorative appearance aesthetically.
- 3.02 Colour and shade for painting shall be decided upon after trial painting in small patches in consultation with and as directed by Engineer. Each coat shall have different **tint** (shade) to distinguish the same from the other.

- 3.03 Workmanship for painting shall generally conform to the requirements specified in IS 1477 Part-II.
- 3.04 An ELCOMETER shall be provided by the CONTRACTOR to the Engineer to measure the thickness of painting. The CONTRACTOR shall also furnish a latest certificate for the accuracy / calibration of the ELCOMETER. The thickness of the existing painting shall be measured after surface preparation and entered in a register/inspection certificate so that deducting the existing paint thickness can arrive at thickness of each coat of repainting.
- 3.05 Soon after the completion of surface preparation, primer coat of paint shall be applied with in shortest possible interval in order to prevent contamination of the surfaces in any way.
- 3.06 Application of primer and painting shall be by brush. However, in the exceptional cases, particularly junction between beams and columns and the like, where accessibility is a problem, spraying can be adopted for proper application and penetration of paint evenly to all the corners and spots. Contractor shall ensure proper and uniform dry film thickness (DFT) is achieved either by brush or spray application. Resorting to spray guns application shall be restricted to the barest minimum and shall be taken up only after obtaining clear instructions from the Engineer. Sufficient over coating interval shall be allowed while the application of 2nd and third coat of paint.
- 4.01 The thickness of each coat of paint shall be measured by the ELCOMETER and shall be as per the thickness recommended by the contractor/MANUFACTURER. Thickness of each coat of paint applied shall be stage passed by ENGINEER.
- 4.02 Paint shall not be used after the date of expiry.
- 4.03 Paint shall be applied only after the contents of the drum have been thoroughly mixed.
- 4.04 Thinner (such as mineral turpentine) shall not be added to the paints unless the MANUFACTURER recommends it.
- 4.05 Painting operation should be carried out in a well-ventilated place, free from dust. Draughts and direct sunlight should be avoided, as it will result in a poor flow and a patchy finish. It is essential that the surface to be painted shall be dry, free from moisture or otherwise corrosion and other paint defects may result due to moisture getting trapped in the paint film. Correct timing for the application of the primer as well as other coats is important and shall be maintained.
- 4.06 In coastal regions and areas with moderate or high humidity with appreciable difference in day and night temperatures, it is generally not safe to paint exterior steel work early in the morning due to the settlement of dew on the surface. In such places painting should be taken up later in the morning after dew has evaporated. For the same reasons, painting during monsoon shall be avoided.
- 4.07 Wherever water dripping is observed due to the operational reasons, the CONTRACTOR shall intimate the ENGINEER in order to take advance action (about a week's time) to plug the leakage. The CONTRACTOR shall make all arrangements to make all the wet surfaces fit for painting which includes drying the area using blow lamps/hot air blowers, torch flame etc., wherever required, CONTRACTOR shall ensure the safety of existing electrical cables etc., from fire hazards and shall protect the dry area from dampness.

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ANNEXURE-A

**KIOCL'S APPROVED PAINTING SCHEME FOR CORROSION
PROTECTION OF STEEL STRUCTURES.**

NEW STEEL STRUCTURES

Sl.No.	No. of coats	Type of paint to be used	No. of coat & film thickness in microns in DFT.
1	M/s. SHALIMAR PAINT LTD.		
	Primer Coat	Epiplus-556	1x125
	Intermediate coat	Epigard-5 HB MIO	1x125
	Finish Coat	Shalithane finish	1x50
		Total microns in DFT	300
2	M/s. AKZONOBEL		
	Primer Coat	Interseal -547	1x75
	Intermediate coat	Intergard – 475 HS MIO	2x90
	Finish Coat	Interthane – 138 Acrylic PU	1x45
		Total microns in DFT	300
3	M/s. BERGER PAINT LTD.		
	Primer Coat	Berger Protectomastic	1x125
	Intermediate coat	Epilux-455 HB MIO	1x100
	Finish Coat	Bergerthane – 41 SG Urethane paint	1x75
		Total microns in DFT	300
4	M/s. INTERNATIONAL PAINTS		
	Primer Coat	Interseal -574	1x75
	Intermediate coat	Intergard – 475 HB	2x90
	Finish Coat	Interthane – 990	1x45
		Total microns in DFT	300
5	M/s. KANSAI NEROLAC PAINTS LTD.		
	Primer Coat	Neromastic – 400	1x80
	Intermediate coat	Neropoxy – HB 6061	2x90
	Finish Coat	Nerothane – 460 GL	1x40
		Total microns in DFT	300

Note : Recommended painting scheme can be chosen from any one of the above.

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PERFORMANCE GUARENTEE

M/s.
 (the Guarantor) guarantees M/s. KIOCL Limited, Panambur, Mangalore –575010 having their Registered and Head office at II Block, Koramangala, Bangalore- 560 034 (the owner) as here under. –

The owner has awarded a contract No..... to the Contractor for painting of steel structures in the owner’s Plant at Panambur, Mangalore. The contractor hereby guarantees the satisfactory performance of the contract in all respects, the satisfactory performance of their painting system/painted surfaces for a period of **five years** from the date of completion of application of the finishing coat of paint subject to the following terms and conditions in addition to the clauses/conditions mentioned in the technical specifications and Special conditions of the contract.

- 1) The Guarantor’s obligation under this guarantee shall be to repair defective areas (as defined below) with paint and labour free of cost during the performance guarantee period of **five years**. “Defective areas” shall mean area/areas where the following defects are observed during the guarantee period.
 - i) Corrosion to bare metal.
 - ii) De-lamination of paint from the surface.
 - iii) Cracking of paints.
- 2) The guarantee shall commence on the date of completion of application of the finishing coat (final coat) of the painting system to each building/unit.
- 3) The defects shall be rectified by the Guarantor providing extra coat of new paint as deemed necessary, so as to match with the original and damaged paint after thoroughly cleaning the damaged portion as per specifications, instructions and directions of the Engineer. So that the repaired / repainted surface shall not show any defects as defined above within the guarantee period of FIVE YEARS.
- 4) The guarantor shall rectify the defects within three weeks from the date of receipt of the notice from the Owner giving brief details of the nature of the defects.
- 5) If the guarantor fails to perform his obligation as per this guarantee, KIOCL reserves the right to rectify the defects through another agency at guarantor’s risk and cost.
- 6) The guarantor shall have no liability under this guarantee for the following:
 - i) Deterioration of paint and damaged to the coating systems caused by accidents, welding or other heating, fire, explosion, mechanical action, severe micro – climates such as moisture ponding.
 - ii) Deterioration of steel or the coating system caused by electro chemical action arising from the presence of metals which are cathodic to the metal of the guaranteed surfaces.
 - iii) Deterioration of the coating system caused by physical abuse.
 - iv) Loss/reduction in dry film thickness (DFT) and chalking due to ultra violet (UV) radiation.
 - v) Chalking / discolouration of finish paint.
- 7) Forge majeure vide Clause 55 of the General Conditions of Contract shall be applicable during the guarantee period also.
- 8) The Bank Guarantee of DD or cash for the 10% of the total value of item No. 4 & 5 of Schedule of work shall be deposited with Owner valid for five years towards performance guarantee after completion of total works.

CONTRACTOR

PRICE BID
SCHEDULE OF WORK

Sl. No	Description of Work	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Labour only for removal of old CGI/AC sheets of side cladding of Ball Mill building including returning of old CGI/AC sheets to Stores department, all as per the instructions of Engineer-in-charge	Sq.M	60.00	Rs. (In words: Rs.	
2	Fabrication of any type of steel structures required for extension/modification of Ball Mill for erection of 4 Nos. of Derrick screens at an elevation of (+) 30.0 M. to be executed as per the drawings issued by M/s. MECON and as per the sketches supplied by Engineer-in-charge to suit the site conditions, cutting the required member at any location during execution of the work and cleaning the existing member for erection of the fabricated items at suitable locations with proper fitment at any heights and using Owner supplied steel, including transportation of materials from stores lay-down area to the work spot at any lead and lift, cleaning and collection of debris in gunny bags and returning to stores, all necessary bye-works required for extension of Ball Mill building/modification including providing all tools & tackles, consumables welding transformer etc. complete – all as per instructions of Engineer in charge.	MT	78.00	Rs. (In words: Rs.	

Sl. No	Description of Work	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
3	Dismantling of damaged/ rusted purlins cleats etc., (steel structures) at Ball Mill building approximately at an elevation of (+) 30.0 M. and lowering by means of rope, weighing the steel structures in KIOCL Ltd's weigh bridge and returning to KIOCL Ltd's stores with material return voucher in KIOCL Ltd's prescribed format, including making necessary arrangements for transportation of dismantled items, all tools, tackles and consumables, providing temporary supports for connected members etc., wherever required, using owner supplied steel etc complete – all as per the instructions of Engineer-in-charge.	MT	10.00	Rs. (In words: Rs.	
4	Surface preparation of new structural steel surfaces by mechanical/manual methods of scraping and chipping to remove scales and blistering of paints conforming to ST-2, preparation of the surfaces and followed by wire brushing and/or rubbing with abrasive paper/cloth/steel wool until the bare metal is thoroughly exposed or exposed suitably for painting and free from all scales, rust, grease, oil and deposits of iron ore fines or any other dust, including scaffolding wherever required all as per technical specification includes all and complete activity for the preparations of surface till it is made ready to receive primer coat – all as per the instructions of Engineer-in-charge.	MT	78.00	Rs. (In words: Rs.	

Sl. No	Description of Work	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
5	Material and labour complete for supply and application of paint according to the system given in Annexure, to the prepared surfaces of steel structures in Ball Mill building, approximately at (+) 30.0 Mtr. elevation/height or location as per details given in technical specification, including scaffolding wherever required and as per instructions of Engineer.	MT	78.00	Rs. (In words: Rs.	
6	Providing new/used CGI sheets on the new/existing structures using owner supplied new/used sheets and sheeting fixtures like bolts, washers etc. as per the instructions of Engineer-in-charge.	Sq.M	400.00	Rs. (In words: Rs.	
7	Preparation and submission of "As executed drawings" in A2 size in Autocad including site measurements of structural arrangements, BOQ, submission of 3 copies of each drawing and a soft copy of drawings etc., complete.	No.	10	Rs. (In words: Rs.	

Total

(Rupees

CONTRACTOR
Address:

OWNER