



NOCCI BALASORE INFRASTRUCTURE COMPANY

Reg Office: NOCCI-IFC, Ganeswarapur Industrial Estate,
Remuna, Balasore-756019

Communication Address: 3rd floor, Nocci Business Park
Bampada, Balasore-756056

**Tender for leasing of PNOB Private Railway Siding of M/s
NOCCI Balasore Infrastructure Company at Somanthpur,
Balasore**

Tender No. NBIC/Railway Siding /01/22-23

Name of Bidder:

Address

Cost of Tender form:

A graphic of a rolled-up document with a tab on the left side, containing the text "Rs.5,000/- Per Bidder".

**Rs.5,000/-
Per Bidder**

NOCCI BALASORE INFRASTRUCTURE COMPANY

Name of Service	: Leasing of PNOB Private Railway Siding of M/s NOCCI Balasore Infrastructure Company at Somnathpur, Balasore.
Estimated Price	: Rs. 60,00,000.00/- (Minimum bid price per Year)
Tender No	: NBIC/ Railway Siding/01/2022-23
Period of Downloading Bidding Document	: From 3.08.2022 to 18.08.2022
Last date and Time for Online submission of Bids	: Date: 18.08.2022 Time 15.00 Hrs.
Date and Time of Opening Technical Bid	: Date: 18.08.2022 Time 15.30 Hrs.
Period of Contract	: Five (05) year
Place of Opening of Bids	: Corporate Office Building NOCCI Balasore Infrastructure Company 3 rd Floor, Trade Tower, NOCCI Business Park Bampada, Balasore - 756056.
Contact Person	: General Manager cum CFO NOCCI Balasore Infrastructure Company Phone: 06782-255966

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SECTION-1**INVITATION FOR BIDS (IFB)**

NOCCI Balasore Infrastructure Company (NBIC) invites open tenders through **Physical mode** from reputed Organizations for executing the service of "leasing of PNOB Private Railway Siding of M/s NOCCI Balasore Infrastructure Company at Somnathpur, Balasore" for a period of Five years (05) in two cover systems. The estimated price of the tender is minimum of **Rs. 60,00,000/- (Excluding GST)** (Rupees Sixty Lakhs Only).

1. The tender document through Physical mode is open from 3.08.2022 to 18.08.2022. The document can be downloaded from the NBIC official website.
2. One set of tender document consists of two volumes (Volumes-I & II). Volume-I comprises all technical documents and Volume-II comprises of Price bid documents.
3. The complete tender document can be downloaded from NBIC website: <http://www.nocci.in> from 3.08.2022 to 18.08.2022 and submit as tender offer on or before the due date and time.
4. The Earnest Money Deposit (EMD) of **Rs. 6,00,000.00/- (Rupees Six Lakhs only)** should attached along with the tender documents on or before the due date of submission, otherwise the tender shall be rejected.

The EMD shall be submitted in the form of DD from any Nationalized Bank/Schedule bank (except Co-operative Banks) in favor of "NOCCI Balasore Infrastructure Company " payable at Balasore.



The tender offer shall have to be submitted by the Bidder only through speed post/ registered post/ physical mode which will reach us on or before the due date of submission, otherwise the tender shall be rejected.

5. The offer (both Techno-Commercial & Price) must be valid for a minimum of **120 days** from the last date of opening of price bid otherwise the offer shall be rejected as non-responsive.
6. First preference shall be given to the highest offer. The Employer do not bind themselves to accept the height or any tender and reserve the right to accept any tender in full or part or to reject any tender without assigning any reason there for.
7. The prospective Bidder shall submit queries if any through e-mail addressed kkmuduli@nocci.in to the General Manager cum CFO, NOCCI Balasore Infrastructure Company in connection with this tender well in advance, so that the queries can be clarified. The bidder's queries will be clarified through e-mail/ physical. If required amendment will be issued through <http://www.nocci.in>
8. At any time prior to the opening of the tender, the General Manager cum CFO may modify the Tender document by issuance of addenda, in writing and which shall be uploaded in web site www.nocci.in as well as notice board of the company at 3rd Floor, Trade Tower, Nocci Business Park, Bampada, Balasore-756056.
9. The Bidder is deemed to inspect the site before quoting the rate. The tender is only for running the railway siding not for loading, unloading and Transportation contract. The loading, unloading and transportation contract is in the hands of the Nocci Balasore Infrastructure Company.
10. NBIC will not be responsible or pay for any expenses which may be incurred by any Bidders in connection with their visits and examination of the Site or for the preparation of the Tender for submission.



11. The due date of submission of offers will be on or before **18.08.2022 at 15.00 hrs**, unless otherwise notified. In the event of changes in the schedules, the General Manager cum CFO, NOCCI Balasore infrastructure Company will notify the same in the notice board of the Company at 3rd Floor, Trade Tower, Nocci Business Park, Bampada, Balasore-756056 and or through <http://www.nocci.in>
12. The "Instructions for Bidding" shall also form part of the Contract, though they are intended to aid the Bidders in the preparation of their Tender. Any Bid not conforming to the foregoing instructions will not be considered. NBIC does not bind itself to accept the highest or any tender and has the right to reject any tender without assigning any reason and without any liability. No representation whatsoever will be entertained on this account.
13. If the offers are not received according to the instructions detailed herein above, they shall be liable for rejection.
14. The Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.
15. The period of contract is **Five (05) year** from the date of issuing of the work order.

General Manager cum CFO,
NOCCI Balasore infrastructure Company
Balasore-756056



SECTION - 2
INSTRUCTION TO BIDDERS



NOCCI BALASORE INFRASTRUCTURE COMPANY**"Leasing of PNOB Private Railway Siding of M/s NOCCI Balasore
Infrastructure Company at Somanthpur, Balasore"****CONTENTS
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SECTION 2: INSTRUCTIONS TO BIDDERS**A. General****1. Scope of Bid****Details of NOCCI Balasore Infrastructure Company Railway Siding.**

The total track length of the yard is 2.4 KM with platform area of 650.00 (L) mtr x 25.00(w) meter. Further Dirty cargo handling area is about 650.00 (L) x 16.00 (w) meter.

Holding yard

The existing Railway Siding is about 7 Km distance from Balasore Railway station. PNOB railway siding from takeoff from Between Balasore and Nilgiri, all points are operated with hand points. The siding is situated within

1. 186 km distance from Haldia port ,
2. 100 Km from Dhamara port,
3. 216 km from Paradeep port,
4. 3 Km from NH-16.

2 Eligible Bidders

- 2.1 A Bidder may be a natural person, Firm, HUF, private entity, government-owned entity, and Public entity subject to I.T.B. 2.2.1
- 2.2 The bidder shall be disqualified if:
 - 2.2.1 The bidder or any of its constituents have been blacklisted/banned /insolvents/bankrupt by any Government department (Central or State) / PSU during the last five years before the dead line of submission of bids or banned prior to five years before the dead line for submission of bids but the blacklisting/banning is still in force.
 - 2.2.2 Bidder shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.



3 Schedule of bidding process

NOCCI Balasore Infrastructure Company has fixed the following schedule for this bid. In order to meet the target dates, all the bidders are requested to respond expeditiously to the inquiries, if any during the evaluation process.

a)	Downloading of Bid Documents.	3.08.2022 to 18.08.2022
b)	Last date of submission of bids	18.08.2022@ 15 00 hrs
c)	Opening of Technical Bid	18.08.2022@ 15 30 hrs

4 Eligibility Criteria

- 4.1 Experience of having successfully operating of any Private or Govt. railway siding during the last 10 years.
- 4.2 Average annual financial turnover during the last 3 (three) financial years, ending 31st March 2022 should be at least 2 core

Note:

1. Copy of audited balance sheet for financial turnover as described above should be enclosed with Technical bid.
2. Contract award letter copies /performance certificate from any organization to prove one year of experience in Railway siding operation to be enclosed.
3. Bidder should attach copies of PAN Card and valid registration certificate obtained from ESI, GST and PF Authorities.



- 4.3 Average annual financial turnover during the last 3 (three) financial years, ending 31st March 2022 should be at least 2 core All the bidders shall submit the following documents and information duly filled along with documentary evidence (notarized) to qualify technically as per the forms in **section-5**.
- i) Bid Submission Letter (On letter head of the bidding firm) (**Form-1**)
 - ii) Power of Attorney for Authorized Signatory of the firm (**Form-2**)
 - iii) Average annual financial turnover of the firm during the last three (3) years ending 31.03.2022 along with audited balance sheets/profit & loss account (**Form-3**).
 - iv) Experience on similar works executed during the last ten (10) years; and details like monetary value, clients, proof of satisfactory completion (**Form-4 & 5**).
 - v) Scanned copy of the Demand Drafts towards document fee and EMD shall be attached.

4.4 Average Sub-Contractors' experience and resources shall also be taken into account in determining the bidder's compliance with the eligibility criteria.

4.5 Even though the bidders meet the above eligibility 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 service, not properly managing the contract, litigation history, or financial failures etc.

5. List of Documents

- a) Contract award letter copies /performance certificate from any organization to prove one year of experience in Railway siding operation of any Industry or Harbour or Indian Railways.
 - b) Audited statement of accounts for last three financial years.
 - c) Valid registration certificates obtained from ESI, GST and PF authorities.
- If the Bidder is having any litigation with NBIC, they need not apply.



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- Also, if the Bidder is under Black List in any State / Central Government and other PSUs, they need not apply.

6. One Bid per Bidder

A bidder is permitted to submit only one bid for this contract. A bidder who submits or participates in more than one bid will cause all the proposals with the bidder's participation to be disqualified.

7. Cost of Bidding

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

8. Site Visit

8.1 The bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a Contract for railway siding operations. The costs of visiting the Site shall be at the bidder's own expense.

8.2 The bidder and any of his authorized personnel may be granted permission by the Employer to enter upon his premises and stay for the purpose of such inspection, but only upon the express condition that the bidder, his authorized personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

B. Bidding Documents

9. Content of Bidding Documents

The bidder is expected to examine carefully the contents of all the bidding documents and should be read in conjunction with any addenda issued in accordance with clause 11. Failure to comply with the requirements of bid documents will be at the bidder's own risk. Pursuant to Clause 25 of this section, bids which are not substantially



responsive to the requirements of the bidding documents will be rejected.

9.1 List of Bid Document

TECHNICAL BID (Volume -I)

SECTION-1	INVITATION FOR BIDS (IFB)
SECTION-2	INSTRUCTION TO BIDDERS (ITB)
SECTION-3	GENERAL CONDITIONS OF CONTRACT
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SECTION-5	TECHNICAL SPECIFICATIONS
SECTION-6	FORM(S)

FINANCIAL BID (Volume - II)

SECTION-8	Price Bid
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10. Clarification of Bidding Documents

10.1 A Prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which is received prior to the submission of bid. The Employer's response to the clarification will be uploaded in the NBIC <http://nocci.in>, including a description of the enquiry but without identifying source.

11. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, amend the bidding documents by issuing Addendum.

Any Addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each Addendum by fax to the Employer. Such addendum will also be hosted on NBIC website and also in Company notice at Trade Tower, 3rd Floor, Nocci Business Park, Bampada Industrial Estate, Bampada, Balasore-756056.



To afford prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer may extend, if necessary, the deadline for submission of bids, in accordance with Clause 20.

C. Preparation of Bids

12. Language of Bid

The bid and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an authenticated translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

13. Documents Comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid

- (i) The documents stated in the clause 4.3 including the addition if any.
- (ii) Eligibility Information and Document (pursuant to **Clause 4** hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under the **Clause 4.3** and as per the **forms in Section 6** shall be filled in without Exception.

B) Financial Bid

- i) Priced of the bid duly filled.

14. Bid Prices

The contract shall be for the whole works as described in **Clause 1.2** of section 1 based on the priced by the Bidder.

The Bidder shall fill in the prices for all items of the services described in the price bid.



15. Currencies of Bid and Payment

The prices shall be quoted by the bidder entirely in Indian rupees.

16. Bid Validity

Bids shall remain valid for a period of 120 days (One Hundred and Twenty days) after the deadline date for bid submission specified in Clause 20. Conditional Bid shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder agreeing to the request will not be permitted to modify his bid, and also shall submit an extension of EMD, if it is in the form EMD.

17. Bid Security (EMD)

The Earnest Money Deposit should reach to NOCCI Balasore Infrastructure Company on or /before **15 : 00 Hrs on 18.08.2022** with covering letter indicating Tender number, Name of Service, otherwise the tenders shall be rejected.

The **EMD of Rs. 6,00,000.00/- (Rupees Six Lakhs only)** shall be paid by demand draft in the name of **"NOCCI Balasore Infrastructure Company"** from any **Nationalized/Scheduled Bank (except Cooperative Banks)** encashable at **Balasore**.

EMD of unsuccessful bidders other than L1 and L2 will be refunded/ returned immediately after ranking of price bids. Earnest Money of L2 will be refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.

EMD be refunded suo-motto without any application from the bidders.

The Bid Security of the successful bidder will be discharged / refunded after he has signed the Agreement and furnished the required Performance Security.



The Bid Security may be forfeited, if The Bidder withdraws the Bid after Bid opening during the period of Bid Validity; or The successful Bidder fails within the specified time limit to

- i) Sign the Agreement or
- ii) Furnish the required performance security.

18. Conditional offers by Bidders

Bidders shall submit offers that fully comply with the requirements of the bidding documents including the conditions of contract. **Conditional offers will not be considered in the process of bid evaluation.**

D. Submission of Bids

19. Physical Mode:

Bidders shall submit their bid on *only through Physical Mode*.

20. Deadline for Submission of Bids

Bids must be reached office of the Employer as on or before 18.08.2022 @ 15 00 Hours.

The employer may extend the deadline for submission of the bid by issuing an amendment in accordance with **Clause 11**, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Modification and Withdrawal of Bids

The bidders may modify, substitute or withdraw their tender after submission by giving notice in writing before the deadline prescribed in **Clause 20**.

No bid shall be modified after the deadline for submission of bids.

22. Pre-Bid Meeting

22.1. No pre bid meeting will be conducted.

Employer exclusively through the issue of an Addendum / corrigendum pursuant to Clause 11.



Bid Opening and Evaluation**23. Bid Opening**

On the due date and appointed time as specified in Clause 20, the Employer will first open Technical bids in physical Mode including modifications made pursuant to Clause 21 in presence of the Bidders or their representatives who choose to attend the bid opening. In the event of, the specified date for bid opening declared a holiday by the Employer, the bids will be opened at the appointed time and location on the next working day. The bid will be opened at Trade Tower, 3rd Floor, Nocchi Business Park, Bampada Industrial Estate, Bampada, Balasore-756056.

The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present and the minutes shall form part of the contract.

24. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

25. Clarification of Bids

To assist in the examination, evaluation and comparison Bids, the Employer may at his discretion ask any bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids. Subject to **Sub-clause 24**, no bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.



26 Examination of Technical Bids and Determination of Responsiveness of Technical Bid

Prior to evaluation of Technical Bids, the Employer will determine whether each bid (a) meets the eligibility criteria defined in the **clause 4**.

27. Evaluation and Comparison of Financial Bids

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 25.

E. Award of Contract**28. Award Criteria**

The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to Bidding documents and who has offered the Highest evaluated Bid Price, provided that such Bidder has been determined to be qualified with provisions of **Clause 4**. The second bidder (i.e. L2) shall be kept in reserve and may be invited to match with the bid submitted by the (L1) bidder, in case, such bidder(s) withdraws or is not selected for any reason.

29. Employer's Right to accept any Bid and Reject any or All Bids

Notwithstanding **Clause 27** above, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders on the grounds for the Employer's action.



30. Notification of Award and Signing of Agreement

The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by fax or email or confirmed by registered letter.

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of **Clause 31**.

The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt of letter of acceptance, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the contractor.

Upon furnishing the Performance Security and entering into contract Agreement with employer by the successful Bidder, the Employer will promptly refund/release the Bid security of L2.

31. Performance Security

Performance Security Deposit should be 2 months of the contract price to be submitted as Bank Guarantee or Demand Draft within **14 days** of receipt of letter of award. Performance security deposit in the form of Bank Guarantee shall be returned immediately not later than 14 days after completion of the contract period. The Bank Guarantee so furnished by the bidder shall be in the prescribed Form 6 of section IV of Bid document.

Performance Security Deposit in the form of Demand draft must be made out in favour of Nocchi Balasore Infrastructure Company, payable at Balasore. No interest will be allowed. The successful bidder can also furnish towards Performance Security Deposit as Bank Guarantee from



State Bank of India or their associates or any Nationalized Bank or from Scheduled Bank issued by their branches at Balasore enforceable and encashable at Balasore only.

Failure of the successful bidder to comply with the requirements of **Clause 30** shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The performance Security may be adjusted with the EMD and the rest amount may be allowed to deposit in installments.

32. Contract commencement date

The commencement of the contract is within 7 **days** of receipt of letter of Award. The actual date of commencement shall be within Seven (7) days of the receipt of notification of award given by the Employer in accordance with the provisions of the tender and the receipt of performance security by NBIC as per **clause 30**.

33. Period of Contract:

The assignment of contract will be for the period of **Five (05) year** from of the date of commencement of contract and can be extended with mutual consent.

34 Facilities to the contractors

NBIC will provide office accommodation, Water, Electricity, Security with additional charges paid by Contractor.

35 Repair and maintenance of siding

It is the responsibility of the Bidder to maintain the siding in operational conditions. Any major repair such as track slipper changes, filling of ballast and any other major repair cost will be borne by the Employer. All the minor cost to make the siding operational will be borne by the Contractor.

36. Corrupt or Fraudulent Practices:

The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Employer:



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- (a) defines , for the purpose of these provisions, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if the employer determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

37. Recovery of Statutory Dues.

If any Govt. dues will not paid by the Contractor and for that the Employer is fully liable for, then the employer has the right to collect the amount from the Contractor.



SECTION - 3
GENERAL CONDITIONS
OF CONTRACT



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General Conditions of Contract

1. Definitions:

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. about the Conditions of Contract.

The documents forming the Contract shall be interpreted in the following order of priority:

1. Agreement
2. Letter of Award
3. Contractor's Bid
4. General Conditions of Contract
5. Special Conditions of Contract
6. Price Bid details
7. any other document made correspondence between employer and bidder as forming part of the Contract.

3. Language and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Period of Contract:

The contract period is Five (05) year commencing from the **Fourteenth day** of the date of issue of Letter of Award (or) from the actual date commencing the operation whichever is earlier.

5. Man-Power:

The operation works covered under the Scope of this bid shall be carried out by the qualified and experienced personnel to the satisfaction of the NBIC.

6. Extent of contract

The period contract shall be extended with mutual consent of both the parties.



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7. **Termination of the contract**
The operation of the Railway siding at each time shall be subject to guidelines of NBIC. The Employer reserves the right to cancel the contract for unsatisfactory/illegal activities /performances of service at any time during the contract period. If Employer found any illegal activities, then the employer has the right to terminate the contract on immediate basis without mentioning the reason.
8. **Water supply**
The contractor may take the water from the NBIC water source with chargeable basis or as decided by management of NBIC at that time.
9. **Safety of materials brought to site**
The contractor shall arrange his own watch and ward for the safety and security of materials brought to the site and against any damage.
10. **Forfeiture of Security**
If the Performance Security or any part thereof is forfeited by NBIC, the Contractor shall make good the Performance Security so forfeited within a fortnight thereafter or such further time as NBIC may grant failing which NBIC may terminate the contract.
11. **Handover of Siding (PNOB)**
The NBIC will be provide the siding to the contractor on **as it where is basis** with a condition that the asset will be handover to the siding owner with same conditions. Any alteration of the siding will be done by the contractor with written permission of the siding owner.
12. **Satisfactory Execution of Service.**
The Contractor shall execute, operate and maintain the services strictly in accordance with the contract to the satisfaction of the General Manager cum CFO.
13. **LABOUR**
Employment of labour in NBIC Site: The contractor shall employ labour as required to operate the siding. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.
Labour returns and reporting of accidents: The Contractor shall furnish to the Site incharge, if any incident arise showing the circumstances under which the incident occurred and the
-



extent of damage and injury caused by them.

Wages: The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than the fair wages as defined in the Contract Labour Regulations.

Insurance of workmen: All workmen shall be covered under insurance against injury or any accident of fatal nature, at Contractor's cost.

14. Security and safety

The contractor shall at his own cost make due arrangements for the proper watch and ward for the safety of all materials and plants supplied by him for use of running of Railway siding. He shall not remove such constructions, plant or materials from the site without the permission of the General Manager CUM CFO. If any of these materials or constructional plants are lost or damaged in any way due to negligence or carelessness on the part of the Contractor as determined by the General Manager cum CFO shall be recovered from the Contractor from any moneys due to him or become due to him.

15. Assignment and subletting

The Contractor may assign the contract or any part thereof any benefit or interest therein or there under without the written approval of NBI but with information to NBIC. The Contractor may sub-let any part of the works without the written approval of NBIC and such approval shall not relieve the Contractor of any liability or obligation under the contract and he shall be responsible for the acts defaults and neglects of any Sub- Contractors, his agent servants or workman, as fully as servants or workman. Provided, always that the provision of labour on piecework basis shall not be deemed to be sub-letting or assignment of benefit or interest under this clause.

16. Accidents/injury/damages to persons, property and work

The Contractor shall be solely responsible for any accident, damages or injury caused to any of his employees during the execution of works and shall hold NBIC blameless in respect thereof and also in respect of any claim made by any person in the employment of the Contractor for any reason whatsoever.

17. Release of Performance Security

The Performance Security held in the form of Bank Guarantee will be released by NBIC immediately not later than 14 days of after completion of contract period.



18. Rights of employer for outstanding dues

All amounts due to NBIC by the Contractor if outstanding, on account of the leasing bill, electricity, water, services rendered in connection with the contract, repairs, or rectification to works etc. shall be collected or adjusted by NBIC by way of outstanding deposits etc.

19. Default of Contractor and valuation at data of termination

In the event of death, insanity or insolvency of the Contractor or in the case of the Contractor being a partnership on a dissolution of the firm of Contractors or in case of the Contractor being a company governed by Companies Act, 2013 the winding up of the company, the contract shall be terminated on the happening of the event and the amount shall be collected as per tender terms and conditions.

20. Remedies on termination

In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per the above clause, NBIC shall have the right to collect the amount till the date of termination. Such amount shall be encasing through the Performance Guarantee.

21. Settlement of disputes

That all disputes arising out of the meaning or interpretation of any of the clauses of this Lease Agreement shall be sorted out by mutual consultation between the representative of both the party within 15 days of the matter being referred to by one party to the other party in writing.

Any dispute which is not resolved amicably as provided in the preceding sub-clause shall be referred to a sole Arbitrator and such Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments made thereto. The President of Nocchi (North Orissa Chamber of Commerce and Industry) is the sole arbitrator for taking decision and binding to both the parties.

The venue of Arbitration shall be at NOCCI-IFC, Ganeswarpur I.E., Janaganj, Remuna, Pin-756019, Balasore, Odisha.

The jurisdiction is Balasore Court.

22. Nuisance, disorderly conduct etc.:

The contractor shall at all times take all reasonable precautions or prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of



persons and property in the neighborhood of the works against the same.

23. Compliance with regulations and statute

The Contractor shall conform to and comply with the provisions contained in various statutes, acts, rules, regulations, Labour Acts enacted by the State legislature and Central Parliament in force and the rules made there under including those under Minimum Wages Act, Factories Act the Indian Electricity Act, Provident Fund Regulations Act, Employees Provident Fund Act, 1961 and Scheme made under the said Act. Health and Sanitary arrangement for workers etc. and the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971 etc, for Welfare and protection of works, workers or for the safety of the public and other insurance provisions.

NBIC shall not be liable for the Contractor in conforming to the provisions of the Acts, Rules and Regulations etc., referred to in the above Para in the case of any contravention of the provision of the Acts, Rules and Regulations etc., the Contractor shall keep NBIC indemnified against any loss, cost and damage in the event of any action being taken for contravention. If any enhancement in the rates of wages become payable as a result of the implementation of the Chief labour commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules 1971 the same shall be borne by the Contractor. If there is any lapse in this regard, the Contractor shall be personally responsible for the lapse and hold NBIC blameless in providing necessary assistance.

24. Power supply

The contractor shall use the power as available at site. For any additional power requirement, contractor shall arrange from his own source or from NBIC paying extra charges as mutual decided.



SECTION - 4
SPECIAL CONDITIONS OF CONTRACT



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SPECIAL CONDITIONS OF CONTRACT

1. If in the opinion of the General Manager cum CFO, the contractor has abandoned the contract after awarded or without reasonable excuse has failed to commence the operation or has suspended the operation of the service for 30 days after receiving written notice from the General Manager cum CFO then the General Manager Cum CFO has the wright to suspend/terminate the contract and appoint another contractor in his place with invitation to L2 or from open tender/quotation.
2. The contractor shall immediately on receipt of notification of award and before Commencement of service shall ensure that all the equipment's relating to the railway siding is in operational condition and the same will be handover to NBIC with normal wear and tear.
3. In case of any loss of property or damage to the property or works, the contractor is fully liable and he has to repair/purchase the same at his own cost and arrangement.
4. It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. In case of any problem is arise relating to the operation of the railway siding, whether it is from Railway side or from Employee side, then the full cost and responsibility will be borne by Contractor.
5. The watch and ward and storage of materials will be the contractor's responsibility and NBIC shall not be held responsible for any loss or damage to all the materials.
6. The contractor shall coordinate his work with the other contractors executing other works in the site and plan his work as to minimize inconvenience to others in the work site.
7. The contractor should take special precautions to see that the operation of machineries by other contractors near the work site are not blocked or affected in any way at any time due to his materials or labour and also special care is to be taken to not to cause damage to any plant / machinery. The contractor shall hold NBIC blameless for any



accident or damage caused due to carelessness of the contractor or his men.

8. NBIC or its authorized representative at any time is allowed to inspect the site, equipments and materials etc., the contractor shall provide all facilities for inspection including tools and equipments, measuring gauges, vehicles etc., and the contractor shall bear all such costs that may be required.
9. Co -ordination with Railways officials for maintenance of Track is in the scope of the contractor.
10. Tenders without any conditions will only be accepted. Tenders with conditions will be liable for rejection.
11. **Escalation** is not applicable for this contract. The quoted rate is firm throughout the contract period.



SECTION-5
FORM(S)



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Form-1

**FORMAT OF BID SUBMISSION LETTER
(On letter head of the bidding firm)**

From:

.....

.....

To:

The General Manager Cum CFO
Nocci Balasore Infrastructure Company
Trade Tower, 3rd Floor
Bampada Industrial Estate,
Bampada, Balasore-756056.
Odisha

Dear Sir,

Subject: Tender for "Running the Railway siding on leasing basis for a period of 5 years".

Reference: Tender No: NBIC/OP/RLY/01/2022-23 dated --.2022

- 1) Having examined the completeness of bid documents including Invitation of Bid, Instruction to bidders, Conditions of contract both general and special Forms and Annexures for the execution of the above named services, we, the undersigned offer to execute such service and remedy any defects therein in conformity with the said Bid document being awarded to us.
- 2) We undertake, if our bid is accepted, to:
 - i) Furnish Contract Performance Security within 14 (Fourteen) days of



- issue date of Letter of Award.
- ii) Enter into Contract Agreement within 14 (Fourteen) days of issue date of Letter of Award. Form of contract agreement is attached in Annexure to Forms in Section 5.
- 3) Unless and until a formal agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the conditions of contract.
- 4) I/We(Name of the Bidding Firm) submit herewith our bid *through physical mode* for selection of our firm/organization as contractor for the above mentioned contract. The submission comprises, separately of :
- i) Technical Bid &
ii) Financial Bid
- 5) I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6) We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the tender documents.
- 7) Our Bid is valid for One hundred and twenty (120) days from the date of bid submission and will be binding on us.
- 8) We have not made any tampering or changes in the bid documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/ the contract will be liable to be terminated along with forfeiture of contract performance security, even if LOA has been issued
- 9) I/We understand that, the Nocchi Balasore Infrastructure Company is



not bound to accept any bid that the Nocci Balasore Infrastructure Company may receive.

Yours faithfully,

.....
Signature of authorized signatory of firm(Seal)

Address:

.....

.....

. Enclosures:



FORM 2

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE FIRM

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we (name of firm/ member of the consortium/JV with address of the registered office)

do hereby constitute, appoint and authorise Mr./Ms(name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the tender relating to **“Running the Railway siding on leasing basis for a period of 5 years ”** including signing and submission of all documents and providing information/responses to General Manager cum CFO of Nocchi Balasore Infrastructure Company, Balasore representing us in all matters, dealing with NBIC in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of.....2020.

(Signature of authorised Signatory)

.....

(Signature and Name in Block letters of Signatory)Seal of Company.



Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.*



FORM 3

Firm's Financial Data:**Amounts in Rupees**

Sl. No.	Particulars	Total
	Turnover	
1	2018-2019	
2	2019-2020	
3	2020-2021	
	Average of 3 years	

Note: Bidders should submit the Audited Balance Sheets/Profit & Loss Accounts of their firm in support of information.

DATE:

BIDDER'S SIGNATURE WITH STAMP



FORM 4

WORKS EXECUTED DURING LAST TEN (10) YEARS

Please provide information only for the Railway siding operational contract work - Railway siding leasing contract work operate your firm.

Contractor's Experience in Railway Siding Projects only:

S.No	Project Name	Project Value	Description of Relevant Experience only	Whether the proof for completion issued by employer attached
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Note: Bidders should submit the experience detail of best illustrated railway siding project works of their firms in support of information which required fulfilling the eligibility criteria.

DATE:

BIDDER'S SIGNATURE WITH STAMP



- i. Copy of proof for the best illustrated completed works by the bidder as required in eligibility criteria clause 4 of Section 1 should be enclosed.
- ii. Separate sheet for each completed works should be attached by the bidder. The bidder should submit only the projects considerable for eligible as per the Clause 4 of section 1.



FORM 6

FORMAT OF CONTRACT PERFORMANCE SECURITY
(BANK GUARANTEE)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from an Indian Nationalized OR scheduled Indian Bank)

From:

.....
.....Name and Address of the Bank.....
.....

To

The General Manager Cum CFO
NOCCI Balasore Infrastructure Company
Trade Tower, 3rd Floor
Bampada Industrial Estate,
Bampada, Balasore-756056.
Odisha

This DEED OF GUARANTEE executed atby
(Name of the Bank) having its Head/Registered Office at
(hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of

The Board of Directors of Nocci Balasore Infrastructure Company



(hereinafter called "the NBIC") having its Registered office at C-12, Nocci Facilitation Center, Ganeswarpur Industrial Estate, Januganj, Balasore-756019, Odisha, which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS, M/s(Name of Bidder)....., (hereinafter called 'the Contractor" which expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the Leasing contract for "Running the Railway siding on leasing basis for a period of 5 years " and the NBIC has issued Letter of Acceptance for Award of Service Contract to the Successful bidder.

WHEREAS the NBIC has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs 6,00,000/- (Rupees Six Lakhs Only) by way of Security for execution of the Contract Agreement for the Contract within a period of **14(Fourteen) days** from the date of issue of the letter of Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;

NOW THIS DEED WITNESSETH that in consideration of the premises, we.....Bank hereby guarantees as follows:

The Successful bidder shall execute the Contract Agreement before (date) and shall perform the contract of "Running the Railway siding on leasing basis for a period of 5 years " in accordance with the bid documents .

- i) We, the Guarantor, shall without demur, pay to the NBIC an amount not exceeding Rs 600000/- (Rupees only) within two (2) days of receipt of a written demand thereof from the NBIC stating that the Successful Bidder has failed to meet its performance obligations as stated in Clause (i) above.



- ii) The above payment shall be made by us without any reference to the Successful Bidder or any other person and irrespective of whether the claim of the Company is disputed by the Successful bidder or not.
- iii) This Guarantee shall be valid and shall remain in force for a period of **Fifteen (15) Months** from(date) i.e., up to and inclusive of (date).
- iv) In order to give effect to this Guarantee, the NBIC shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the NBIC or by the extension of time of performance granted to the Successful Bidder or any postponement for any time of the power exercisable by the NBIC against the Successful Bidder or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the NBIC or any indulgence by the NBIC to the Successful Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- v) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.
- vi) The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under.....
- vii) All claims under this guarantee shall be presented to and payable at the following branch _____ at **Balasore only**.



IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first herein above written.

Date.....
Place:.....

.....
(Signature of Authorised person of Bank)
.....
(Name in Block letters)
..... (Designation)
..... (Address).....

Bank's Seal
Authorisation No.....

Witness:

1. Signature
Name & Address & Seal
2. Signature
Name & address & Seal



Form-7

FORM OF AGREEMENT

AGREEMENT No.....OF 2022

1. THIS AGREEMENT made this day of OF TWO THOUSAND TWENTY TWO between the Board of Directors of Nocci Balasore Infrastructure Company incorporated under the Companies Act 1956 and represented by its GM cum-CFO (hereinafter referred to as NBIC simply which expression shall, unless excluded by, or repugnant to the context be deemed to include their successors in office) on one part AND

(Hereinafter referred to as the CONTRACTOR which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the other part.

WHEREAS the NBIC is desirous for the leasing of Somnathpur Railway siding (PNOB) on a leasing basis for a period of 5 years.

WHEREAS the Contractor has offered to carry out the service of "Running the Railway siding on leasing basis for a period of 5 years and whereas the NBIC has accepted the tender of the Contractor" and WHEREAS the Contractor has deposited a sum of 600000/- (Rupees Six Lakhs only) as Performance Security in the form of Bank Guarantee/Demand Draft for the due fulfillment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents for the service "Running the Railway siding on leasing basis for a period of 5 years " set shall be deemed to form and be read and construed as part of this agreement, viz.,



PART-I: NBIC TENDER DOCUMENTS

Notice Inviting Tender

- i. Instructions to Bidders
 - ii. General Conditions of Contract
 - iii. Special Conditions of contract
 - iv. Forms
 - v. Drawings
 - vi. Schedule of Quantities [Bill of Quantities] - [Duly filled in and signed]
3. The following bid documents submitted by the contractor shall be deemed to form and be read and construed as Part-II of this Agreement.

PART-II: CONTRACTOR'S BID DOCUMENTS

- i. Tender Forwarding Letter
 - ii. Earnest Money Deposit (EMD)
 - iii. Details of works carried out during the last seven years.
 - iv. Performance Security
 - v. Letter of award of contract.
4. The contractor hereby covenants with the NBIC to execute the operation in conformity, in all respects with the provisions of the Agreement.
5. The Contractor hereby covenants to pay the Company (NBIC) in consideration of such amount as decided in the agreement, the 'Contract Price' at the time and in the manner prescribed in the Tender. Contract Price shall mean the rates quoted and finalized in this this contract.
6. IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first written.

General Manager Cum CFO, NBIC

Authorized Signatory
Contractor

In the presence of:

Witnesses

- 1.
- 2.



SECTION-6
FINACIAL PRICE



Volume-II
FINACIAL BID

Reference No. : NBIC /Railway Siding/01/2022-23

Date:

Sub: Leasing of PNOB Private Railway siding at Balasore of M/S Nocci Balasore infrastructure Company for a period of five Years.

Sl. No	Description of Service	Unit of measurement	Price (Rs. /Month) (Minimum of Rs. 5,00,000/- P.M.)	
			In Figure	In Words
1	Operation of PNOB Private Railway Siding (Without Loading, unloading and Transportation Contract)	Monthly		
		MT		

Terms and Conditions relating to Price bid.

- a. The price quoted above is exclusive taxes.
- b. The minimum quoted price is Rs.5,00,000/- (Five Lakhs) per month.
- c. The Price quoted should be in multiple of Rs.25000/- (Twenty-Five Thousand) only per month.
- d. The rate quoted above is for a period of five year. Price will not be reviewed before the expiry of the contract.
- e. The Price quoted above is for operation of NBIC (PNOB) private Railway Siding at Somnathpur, Balasore.

Seal & Signature of Bidder

