

Annexure-'A'

TENDER DOCUMENT (COVER-I)

NIT NO.- MGR(P&S)/J/14-1739 DATED:23-12-2014 DUE ON 10-01-2015.

Issued to M/S _____

(SPACE FOR REVENUE STAMPS)

ACCEPTANCE TO THE TERMS AND CONDITIONS OF THE NIT

1. WE M/S _____
ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THE NIT No **MGR(P&S)/J/14-1739**
DATED:23-12-2014 DUE ON 10-01-2015.

2. COPY OF TERMS AND CONDITIONS SIGNED AND STAMPED ON EACH PAGE IS ENCLOSED.

3. WE ALSO CONFIRM THE ACCEPTANCE TO THE TECHNIAL SPECIFICATIONS AS GIVEN IN ANNEXURE-'B.'

DETAILED TECHNICAL SPECIFICATIONS AS PER -----STANDARD FURNISHED.

4. ATTESTED COPIES OF DGMS APPROVAL IN RESPECT OF FLP STARTERS/ACBS OFFERED IN THE TENDER.

5. PARTICULARS OF EARNEST MONEY _____

6. COPY OF LATEST SALES TAX/VAT CLEARANCE CERTIFICATE DATED _____
ENCLOSED.

Dated :
Place :

Signatures with seal of the firm (Tenderer)

**TENDER DOCUMENT TO NIT FLOATED FOR PROCUREMENT OF STARTERS/ACBs REQUIRED AT
COAL MINES, KALAKOT.
UNDER NO: MGR(P&S)/J/14-1739 DATED:23-12-2014 DUE ON 10-01-2015.**

(Terms and conditions)

1. The details of the items required are contained in Annexure-'B' forming part of this tender document.

2. SUBMISSION OF TENDERS:

- i) The tenders affixed with revenue stamp worth Rs.5/- should be addressed to **The MANAGER (P&S), J&K Minerals Limited**, and should reach his office at **5th Floor, Jawahar Lal Nehru, Udhog Bhawan, Rail Head Complex, Jammu-180012** on or before 10.1.2015 by 5.00P.M. Tenderer(s).
- ii) The tenders shall be submitted under two cover system as cover 1st and cover 2nd as under:

Cover 1st shall contain:

- a) Cover note enclosed as Annexure 'A' affixed with Rs. 5/- Revenue Stamps duly filled in and signed with seal by the tenderer.
- b) Earnest Money Deposit for an amount of `20000.00(Rupees twenty thousand) in the shape of CDR/FDR/IBG pledged to FA& CAO, J&K Minerals Limited.
- c) Technical specifications as per enclosed Annexures 'B'".
- d) Authenticated copies of DGMS approval in respect of FLP Starters /ACBs offered.
- e) Acceptance to general terms and conditions of the NIT. The firms are required to put their signature with seal on each page of terms and conditions of the NIT and enclose the same with Cover-I.
- f) In case of local firms/dealers of the J&K State latest Sales Tax clearance Clearance Certificate " issued by competent authority under provisions of J&K GST Act, 1962 and J&K VAT Act 2005 is also required to be enclosed in the first Cover.

Note:- All the above items are essential part of the cover-I of the tender, without any of which tender shall be liable to be rejected without seeking any further clarifications.

Cover 2nd shall contain the Price Bid as per enclosed Annexure 'C'.

Cover 2nd shall be opened only after finalization of technical bid (Cover 1st) and only of those firms which qualify the requirement of 1st cover in respect of the technical specification and terms and conditions as envisaged in terms and conditions of the NIT. The firms should note that the cover-II shall contain only the price bid.

Tenders not furnished under two covers systems shall not be entertained

3. Marking of the covers :-

Each cover shall be clearly marked as "cover 1st" and "cover 2nd"

- i. Cover 1st shall be marked to indicate "Earnest Money, Technical Specifications and Terms and Conditions".
- ii. Cover 2nd shall be marked to indicate "Price Bid".

4. The sealed envelope containing the tenders (all covers) should be superscribed as tender for Supply of DGMS approved FLP Starters/ACBs against NIT No **MGR(P&S)/J/14-1739** **DATED:23-12-2014 DUE ON 10-01-2015**

5. The rates should be clear and legible without any overwriting or erasion. However corrections or insertions other than the rates should be properly initialed. Tenders written in pencil partly typed or partly hand written or written in different inks shall be rejected. Tenders must be clearly written and all rates and costs written both in figures as well as in words. The tender document shall be signed and dated on each page by the firm.

6. The offer should be valid for a period of 180 days from the date of opening of price bid. Such of the tenders which will not be valid for 180 days from the date of opening shall be rejected, even if the rates offered are lowest.

7. The tender must be sent by registered post, speed post, registered courier or delivered personally in the office of the Managing Director, J&K Minerals Ltd. Jawahar Lal Nehru Udyog Bhawan, Jammu against receipt.. Late tenders whether by hand or post shall not be entertained at all.

8. Conditional tenders such as 'Subject to Market Fluctuations' or subject to goods remaining unsold etc. shall be rejected even if the rates offered are found to be lowest.

Tenders of the firms not accepting the terms and conditions of the NIT shall be outrightly rejected.

9. Inter-dependent Tender :

Firm(s) which are dependent upon the tenders of other shall not be entertained.

10. Expenses for Tender :

The firm(s) shall not be entitled to any claim towards expenses incurred on incidental at the time of submission of the tenders or subsequent evaluation/ clarifications thereof.

11. EARNEST MONEY / SECURITY DEPOSIT:

i) Tender(s) should be accompanied with Earnest Money Deposit for an amount of `20000.00(Rupees twenty thousand) in the shape of CDR/FDR/IBG pledged to FA& CAO, J&K Minerals Limited.

ii) Earnest money shall be refunded to the un-successful tenderer(s) only after, finalization of the tender and shall be retained in case of successful tender(s) which shall be treated as part of security deposit which will be 5% of the value of order to be refunded after successful completion of supplies. In case of successful tender(s) having earnest money in the shape of Bank Guarantee, they shall have to extend the validity of the Bank Guarantee up to 12 months after delivery of material.

The Earnest Money/irrevocable Bank Guarantee of the successful tenders/ (s) who backs out or withdraw his tender or fails to abide by it after the acceptance is conveyed or posted to the addressee, shall be forfeited besides recourse to law in force in the State shall be taken to recover the extra cost, if involved in completion of work order through some other agency, at his risk and cost.

- 12. Prices:**
The firm(s) are required to quote net landed per set rates* of the Material/ Item F.O.R delivery at Kalakot Mine Works. The firms are required to quote all taxes, levies (such as excise duty, CST & VAT etc), packing forwarding, freight and Transit insurance State Entry Tax & Toll Tax etc whichever are applicable over and above the basic rates of the equipment as per the scope of supply and specifications. For the items which are not applicable the firms are required to write such items as "Not applicable" (N.A). The Price Bid should be as per the Annexure 'C' enclosed.
- 13. Excise Duty & Education Cess on E.D:**
Firms shall mention amount of Excise duty if applicable. In case the excise duty is not applicable the firm shall write as "not applicable" in the space provided for.
Excise Duty & Educational Cess on excise duty if applicable shall be payable against documentary evidence.
- 14. Central Sales Tax :**
Firms shall specify Central Sales Tax if applicable. In case the CST is not applicable the firm shall write as "not applicable" in the space provided for.
Central Sales Tax if applicable shall be payable against documentary evidence.
The Department will not issue Form-C/D.
- 15. Value Added Tax :**
Firms shall specify Value Added Tax if applicable In case the VAT is not applicable the firm shall write as "not applicable" in the space provided for.
Value Added Tax if applicable shall be payable against documentary evidence.
- 16. J&K State Entry Tax :**
Firms shall specify State Entry Tax, if applicable. In case the State Entry Tax is not applicable the firm shall write as "not applicable" in the space provided for.
State Entry Tax if applicable shall be payable against documentary evidence.
- 17. Freight, Insurance, Toll Tax & other Charges etc. :**
The tenders of such firm(s) who quote rates FOR Ex-works (station of despatch) specifying freight, insurance and other charges as extra shall be loaded as follows for purpose of comparison, which shall however be payable at actual against documentary evidence at minimum of the prevalent rates :
- | | | |
|-------|------------------|---|
| (i) | Insurance | @ 1% |
| (ii) | Toll Tax | @ 1% |
| (iii) | Handling charges | @ 2% |
| (iv) | Entry Tax | @ 13.5% or as per state entry tax scheduled rates |
| (v) | Freight | @ 2% |
- 18. Important :-**
If a firm ignores to mention/quote any statutory levy or Tax or any other charges as applicable in terms of clauses 13,14,15,16 and 17 above; the net landed rates quoted by the firm shall be considered to be inclusive of all such charges and the same shall not be payable to the firm in the event firm is found to be eligible for placement of supply order and no extra claim for payment of such charges shall be entertained by the Department in any case.
As such firms are advised to quote freight, transit insurance, toll tax & other charges etc. strictly in accordance with clauses mentioned above. It is the responsibility of tenderer to verify about the taxes/duties applicable on the supplies during the period of tendering/supplies.
- 19. Opening Of Tenders:**
- i). Tenders shall be opened by the Tender opening committee (TOC) on

15.1.2015 or any other subsequent date convenient to the TOC in presence of tender(s) who may wish to remain present at the time of opening of tenders.

- ii). The Managing Director, J&K Minerals Limited, reserves the right to accept or reject any / or all tender(s) in part or full.
- iii). The tender(s) should bear in mind that if it comes to the notice of J&K Minerals Limited that they have within the specified period offered lower rates to any other party within the territorial limits of J&K State, penalty clause would be applied and proceedings will be started for effecting recovery of the difference for entire contract besides action initiated to black list the party within the jurisdiction of J&K State.
- iv). The successful tenderer shall not assign or sublet his supply order or any substantial part thereof to any other agency.
- v). The supplies shall be of the standard quality and up to the standard specification and in strict accordance as per Annexure 'B' enclosed. The decision of the accepting authority shall be final as to the quality of the material and shall be binding upon the tenderer(s) and in case the Material supplied not being of prescribed standard or norms the same shall be liable to be rejected or replaced and any expenses or loss caused to the supplier as a result or rejection or replacement of same shall be entirely on the account of the supplier(s).
- vi). The rejected consignment must be removed by the tenderer from the destination (where it is) within 15 days of the date of information of rejection. The officials concerned will take reasonable care of consignment but in no case be responsible for any loss, shortage and damage that may occur to it while it is on their premises.
- vii). Any other term and condition as applicable under Financial norms shall be incorporated at the time of supply order.
- viii). The supplier shall certify on the body of bill that rates charged are lowest as offered to any Govt. Institution.

20. Terms Of Payment :

95% (Ninety five percent) payment along with Taxes if applicable shall be paid against delivery of material at Kalakot Works preferably in one lot and verification thereof by the material receiving authority to the effect that the supplies are in conformity with the specifications and terms and conditions of the supply order.

Balance 5% (five percent) amount shall be released after satisfactory completion of Supplies in all respects and verification thereof by the competent authority.

21. Delivery Period:

The Material complete in all respects shall be supplied by the firm within 90days from the date of placement of Purchase order.

22. Performance Guarantee :

The approved supplier/successful firm shall be bound for a period of 12 months from the date of supply of Material/Item for satisfactory performance. The security deposit(5% of the order value) of the supplier shall be retained till completion of the warranty /guarantee period. During the guarantee period if any defect is found in the equipment or any part thereof, which may have been caused by bad workmanship, use of inferior material or otherwise, or if in the opinion of the Government any repair or replacement are required to be made to the Department, the approved supplier shall be liable to remove defects/or conduct repairs at his own cost and expenses within

period of 15 days of the receipt of the notice from the Department. In the event of the failure on the part of approved supplier to remove these defects are make repairs within the stipulated period the Department may get the defects removed or repairs made by any other agency and the cost thereof shall be recovered from the approved supplies.

23. Consignee/Paying Authority:

Managing Director, J&K Minerals Ltd., 5th Floor, Jawaharlal Nehru, Udhog Bhawan, Jammu.

24. Penalty:

In the event of successful tenderer(s), failure, neglecting, declining or delaying the supplies or in the event of any damage occurring or being caused or in the event of any default or failure in complying with any of the terms & conditions of the supply order, the Corp. shall with or without prejudice to any other remedy available to it under any law for the time being in force in the State.

- i). Terminate the supply order after 10 days notice, and / or
- ii). Recover the amount of loss caused by damage, failure or default including the consequential damage as may be determined by the Department and / or
- iii). Recover the extra cost, if any, involved in allotting the Purchase order to other party, and / or
- iv). Forfeiture of earnest money / security deposits in case of delay.

25. Insurance:

The goods prior to dispatch shall have to be insured through a Nationalized Insurance Company upto its final destination, against all transit risks. The firm shall therefore have to take appropriate insurance policy in advance for covering the dispatch and transit of the goods, charges for which shall be borne by the successful firm and shall be included in the net laded quoted rates FOR works at Coal Mines Kalakot (J&K) as per clause 13 above. The department shall pay no extra charges on this account.

26. Testing :

The test certificate of the manufacturers and that of RITES in respect of each item shall be furnished alongwith the advance copy of despatch documents to the consignee.

27. Inspection :

The equipment shall be inspected by the representative of the Department at the suppliers/manufactures work and or by third party inspection agency RITES which will be engaged by the Department for carrying out inspection. This inspection fee for 3rd party inspection at manufacturer's work shall be paid by the supplier in the first instant which will be reimbursed by the Department, if the test is found to be successful and material released by the RITES.

28. Mode of Dispatch:

The supplier shall dispatch the material through a reputed road transport agency direct from despatching station upto destination. The equipment shall be suitably packed in standard packings as may be conveniently transported for which the supplier shall take due care keeping in view the limitation for size and weight. Each packing shall carry a packing list and copy thereof shall be sent to the consignee both separately as well as with despatches.

29. Specifications of Material:

Detailed specifications of Starters & Air circuit Breakers shall be clearly mentioned giving their make, and other constituent component and performance over whole range of operation and other relevant particulars as per **Annexures–‘B’**.

30. Clarifications:

In respect of any clarification of the conditions/technical provisions set forth in the tender documents the firm(s) shall address this office in writing ten or more days before the last date fixed for receipt of tenders.

32. FORCE MAJURE:

Any failure or omission to carry out the provision(s) of the Purchase order shall not give rise to any claim by the Corporation or the tenderer against each other if such failure or omission arises from an "Act of God" which shall include all natural calamities such as fires, floods, earthquakes, hurricane, strikes, riots etc. beyond the control of the parties including war, whether declared or not, civil war or a state of insurrection.

35. ARBITRATION:

If at any time, dispute or differences, whatsoever, shall arise between the parties upon or in relation to or in connection with the tender, either of the parties may give the other, notice in writing of the existence of such question of dispute or difference and the same shall be referred for award to Managing Director, JKML, whose decision shall be final and binding upon the parties.

Manager (P&S)

ANNEXURE-"B"
TECHNICAL SPECIFICATIONS.

NOTICE INVITING TENDERS FOR DESIGN , MANUFACTURE AND SUPPLY OF DGMS APPROVED MOTOR STARTERS AND ACB'S VIDE NIT NO MGR(P&S)/J/14-1739 DATED:23-12-2014 DUE ON 10-01-2015

SCOPE of work/supply: Design, manufacture, shop testing and supply of DGMS approved (CIMFR tested) flame proof 440 volts star-delta/DOL starters and DGMS approved (CIMFR tested) flame proof ACB's for use in underground coal mines ,as per ratings and quantities as mentioned below. the design/ specifications of the equipment should conform to relevant is code/international standard (IEC 60079-1:2007) and should have valid DGMS Approval. The equipment shall have to be inspected by m/s RITES Limited at manufacturer's works before despatch. As such the manufacturer shall have to provide necessary testing facilities to the third party inspection agency at his works without any extra cost. testing charges on account of third party inspection agency viz M/S RITES shall have to be paid initially by the supplier which shall however be reimbursed after successful completion of supplies.

S NO.	PARTICULARS	GENERAL SPECIFICATIONS	RATING (HP)	QUANTITY
1.	DOL STARTERS	3-PHASE ,415± 15% VOLTS ,50 Hzs FLAME PROOF DGMS APPROVED FOR GAS GROUP-I, FITTED WITH EARTH LEAKAGE RELAY, OVER LOAD RELAY, SINGLE PHASING PREVENTER AND CABLE GLANDS FOR 25 Sq.MM 3-core DW ARMoured FLP PVC COPPER CABLE.	20HP	15NOS.
2.	STAR DELTA STARTERS	3-PHASE ,415± 15% VOLTS ,50 Hzs FLAME PROOF DGMS APPROVED FOR GAS GROUP-I, FITTED WITH EARTH LEAKAGE RELAY, OVER LOAD RELAY, SINGLE PHASING PREVENTER AND CABLE GLANDS FOR 70 Sq.MM 3-core DW ARMoured FLP PVC COPPER CABLE.	60HP	2NOS.
3.	STAR DELTA STARTERS	3-PHASE ,415± 15% VOLTS ,50 Hzs FLAME PROOF DGMS APPROVED FOR GAS GROUP-I, FITTED WITH EARTH LEAKAGE RELAY, OVER LOAD RELAY, SINGLE PHASING PREVENTER AND CABLE GLANDS FOR 70 Sq.MM 3-core DW ARMoured FLP PVC COPPER CABLE.	75HP	6NOS.
4.	AIR CIRCUIT BREAKERS	3-PHASE ,415± 15% VOLTS ,50 Hzs FLAME PROOF DGMS APPROVED FOR GAS GROUP-I, FITTED WITH EARTH LEAKAGE RELAY, OVER LOAD RELAY, SINGLE PHASING PREVENTER AND CABLE GLANDS FOR 70 Sq.MM 3-core DW ARMoured FLP PVC COPPER CABLE.	100AMP	12NOS.
5.	AIR CIRCUIT BREAKERS	3-PHASE ,415± 15% VOLTS ,50 Hzs FLAME PROOF DGMS APPROVED FOR GAS GROUP-I, FITTED WITH EARTH LEAKAGE RELAY, OVER LOAD RELAY, SINGLE PHASING PREVENTER AND CABLE GLANDS FOR 70 Sq.MM 3-core DW ARMoured FLP PVC COPPER CABLE.	200AMP	12NOS.

GENERAL REQUIREMENTS:

1. THE TENDERER WILL FURNISH COMPLETE TECHNICAL DETAILS FOR THE EQUIPMENT OFFERED WITH REFERENCE TO THE RELEVANT BIS/INTERNATIONAL STANDARDS. ALL TECHNICAL DETAILS ARE REQUIRED TO BE FURNISHED IN THE COVER OF THE TENDER. THE SPECIFICATIONS OF THE EQUIPMENT OFFERED SHALL BE SUITABLE FOR USE IN UNDER GROUND GASSY (GAS GROUP-1) COAL MINES.
2. THE DESIGN AND OPERATIONAL FEATURES OF THE EQUIPMENT OFFERED SHALL COMPLY WITH THE PROVISIONS OF THE LATEST VERSIONS OF THE FOLLOWING ACTS AND STATUTORY REGULATIONS.
 - A) INDIAN ELECTRICITY ACT
 - B) INDIAN ELECTRICITY RULES
 - C) REGULATIONS OF DGMS(INDIA)
 - D) FIRE INSURANCE REGULATIONS
3. THE EQUIPMENT SHALL BEAR DGMS MARKING AS ENVISAGED IN DGMS APPROVAL AND SHALL BE SUPPLIED ACCOMPANIED WITH VALID DGMS APPROVAL CERTIFICATE/CIMFR TEST CERTIFICATES/MANUFACTURER'S TEST CERTIFICATES/THIRD PARTY INSPECTION REPORT.
4. THE EQUIPMENT SHALL BE INSPECTED BY M/S RITES AT MANUFACTURERS WORKS BEFORE DESPATCH. THE MANUFACTURER WILL PROVIDE ALL THE TESTING FACILITIES FOR INSPECTION OF THE EQUIPMENT WITHOUT ANY ADDITIONAL COST. THIRD PARTY INSPECTION CHARGES SHALL BE PAID BY THE SUPPLIER AT THE FIRST INSTANCE, WHICH SHALL BE REIMBURSED BY THE CORPORATION AFTER SUCCESSFUL COMPLETION OF THE SUPPLIES. NO INSPECTION CHARGES SHALL BE REIMBURSED IN CASE THE MATERIAL/EQUIPMENT IS REJECTED BY M/S RITES.
5. MATERIAL USED AND WORKMANSHIP SHALL BE OF GOOD QUALITY. THE ITEMS MANUFACTURED/SUPPLIED SHALL HAVE TO BE WARRANTED FOR A PERIOD OF SIX MONTHS FROM THE DATE OF SUPPLY AGAINST ANY MANUFACTURING DEFECT/POOR WORKMANSHIP. IN CASE ANY DEFECT IS REPORTED BY THE PROJECT AUTHORITIES THE SAME SHALL HAVE TO BE MADE GOOD BY THE SUPPLIER WITHIN 15 DAYS FROM DATE OF SUCH INTIMATION AT ITS OWN COST.
6. OPERATIONAL MANUAL AND PARTS CATALOGUE: THE SUPPLIER SHALL PROVIDE FREE OF COST, THE OPERATIONAL MANUALS AND PARTS CATALOGUES FOR EACH OF THE EQUIPMENT SUPPLIED.
7. AFTERSALE SERVICE: IT SHALL BE OBLIGATORY ON THE PART OF SUPPLIER/MANUFACTURER OF THE EQUIPMENT TO PROVIDE AFTER SALE SERVICE FOR THE EQUIPMENT SUPPLIED. THE SUPPLIER MAY AS SUCH FURNISH A SERVICE SCHEDULE WITH IN AS WELL AS BEYOND THE WARRANTY/GUARANTTEE PERIOD SO AS TO ENSURE EFFICIENT FUNCTIONING OF THE EQUIPMENT.

MANAGER (P&S)

Signature and seal of the tenderer