

Annexure-‘A’

TENDER DOCUMENT (COVER-I) FOR PROCUREMENT OF MINER'S CAP LAMPS

NIT NO. – Mgr (P&S)/J/16-802, dt.-2.1.2016

Issued to M/S _____

(SPACE FOR REVENUE STAMPS)

TENDERS NOT AFFIXED WITH REQUISITE AMOUNT OF REVENUE
STAMPS SHALL BE REJECTED

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/16-802, dt.-2.1.2016,**

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

3. WE ALSO CONFIRM THE ACCEPTANCE TO THE TECHNIAL SPECIFICATIONS FOR
DESIGN, MANUFACTURE AND SUPPLY OF MINER'S CAP LAMPS AS ENVISAGED IN
THE NIT.

4. PARTICULARS OF EARNEST MONEY _____

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

6. LIST OF ENCLOSURES ENCLOSED HEREWITH.

Dated :

Place :

Signatures with seal of the firm (Tenderer)

**TENDER DOCUMENT TO NIT FLOATED FOR PROCUREMENT OF MINER'S CAP
LAMPS REQUIRED AT COAL MINES, KALAKOT.
UNDER NO: Mgr (P&S)/J/16-802, dt.-2.1.2016
DUE ON 30.1.2016**

(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 Managing Director 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 **30.1.2016** by 4.00P.M. Tender(s) received late by hand or post or otherwise shall not be entertained.
- 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 equivalent to the tune of Rs.10000.00 (Rupees ten thousands)in the shape of CDR/FDR/IBG Pledged to FA&CAO, J&K Minerals Limited.
- c) Technical specifications as per enclosed Annexure 'B'
- d) 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. **Conditional tender shall be out rightly rejected.**
- e) In case of local firms/dealers of the J&K State latest "Sales Tax 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.
- f) Authenticated copy of valid DGMS approval for Miners' Cap Lamp offered shall be furnished by the tenderer 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 when the earnest money is found in order and 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 even if rates offered are found lowest

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 super scribed as tender for Supply of Miner’s Cap Lamps against NIT No Mgr (P&S)/J/16-802 dt.-2.1.2016

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 out rightly rejected.

9. Inter-dependent Tender:

Firm(s) which is 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:

- iii) Tender(s) should be accompanied with earnest money to the tune of Rs.10000.00(Rupees ten thousand) which should be in the form of CDR pledged to the FA&CAO, J&K Minerals Limited, or in the shape of irrevocable bank guarantee, from a scheduled bank encashable from the local branch at Jammu / Srinagar of the issuing Bank on non-judicial stamp, without which the tender(s) shall not be entertained, even if the rates offered are found to be lowest.

- iv) 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 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) is required to quote net landed rates per set of the equipment F.O.R delivery at Kalakot Mine Works. The firms are required to quote net landed rates inclusive of 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. The bills shall however be raised on standard billing forms depicting all taxes/levies and other charges applicable over and above the basic rates of the equipment as applicable. Documentary evidence if deemed necessary in support of taxes applicable/paid/included in the net landed rates shall have to be produced by the successful tenderer.

The net landed rates quoted by the firm shall be considered to be inclusive of all such charges as mentioned above and no extra claim of the firm on this account shall be considered if found to be eligible for placement of supply order.

It is the responsibility of tenderer to verify about the taxes/duties applicable on the supplies during the period of tendering/supplies.

13. Opening of Tenders:

- i) Tenders shall be opened by the Tender opening committee (TOC) on 3.2.2016 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.

- vi) Any other term and condition as applicable under financial norms shall be incorporated at the time of supply order.

14. Terms of Payment:

98% (Ninety five percent) payment along with 100% Taxes if applicable shall be paid against delivery 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 2% (two percent) amount shall be released after satisfactory completion of supplies in all respects and verification thereof by the competent authority.

15. Delivery Period:

The Material complete in all respects shall be supplied by the firm within 60 days from the date of placement of Purchase order.

16. 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. 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.

17. Consignee/Paying Authority:

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

18. 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.

19. 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.

20. 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.

21. Inspection:

The equipment shall be inspected by third party inspection agency RITES Ltd. for carrying out inspection. The 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.

22. 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.

23. Specifications of Material:

Detailed specifications of Miner's Cap Lamps shall be clearly mentioned giving its make, and other constituent component and performance over whole range of operation and other relevant particulars as per **Annexures-'B'**.

24. 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.

25. 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.

26. 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'

NIT NO:- Mgr(P&S)/J//16-802, dt.-2.1.2016 For PROCUREMENT OF MINER'S CAP LAMPS

REQUIREMENT AND TECHNICAL SPECIFICATIONS OF MINER'S CAP LAMPS AS SPECIFICATIONS AND QUANTITIES MENTIONED BELOW.

1. SCOPE :-

The scope of work covers the design, manufacture shop testing, packing, forwarding, insurance, transportation and delivery of Miner's Cap Lamps at Consignee's works Kalakot Mines (J&K) as per technical specification and quantities mentioned here under:

DETAILED SPECIFICATIONS OF THE MINER'S LAMPS WITH BATTERY.

S NO.	DESCRIPTION	TECHNICAL REQUIREMENT	REFERENCE to International standard
	DGMS APPROVED, ready for use and rechargeable Miner's safety cap lamps assembly comprising LED light of 3.6 Volts-1 Watt power connected through flame proof cable-1.5 mtrs. to a 4 Volts; 9AH-12AH lead-acid battery as per technical details as under:		-----
a.	DGMS approved Light Source	i. 3.6 V-1 Watt LED Light with light output upto 110 lumens. ii. Head –Piece unit made of polypropylene comprising LED light to be provided with a cap hook for clamping with helmet , a rotary switch. A highly polished parabolic metal reflector & protected with a glass disc properly sealed with lens ring and locked with tamper proof arrangement iii. Charging: charging contacts should be adaptable with conventional type of cap light charging racks.	IEC (62013(1&2):2005with update amendments
b.	DGMS approved connecting Cable	i. Flexible, specially armoured, vulcanized rubber insulated twin core copper cable of length 1.2-1.5 meters connected and anchored directly with Head –Piece at one end and to the battery output terminals at the other end , having anchored with the top cover.	-----
c.	DGMS approved Battery	i. 9AH-12AH capacity, Lead-Acid Type Battery with moulded- in Belt Loops. ii. Weight of Battery: 1.7-1.9 Kgs. iii. Battery container to be made of translucent polypropylene having rigid arrangement for anchorage of cable ends as well as for fixing of lock clamps with special screws for holding and clamping the battery container unit firmly. iv. Safety Fuse: Fuse unit between the inter-cell terminals to be intrinsically safe.	-----
d.	DGMS Approval/ Marking: Every unit of cap lamps to have mark of DGMS approval.		
e.	The supplier shall furnish test certificates for the tests performed as per IEC 62013 (1&2) 2005 with upto date amendments, for the equipment alongwith the dispatch documents.(See Section 8.3 of IEC 62013-2 of 2000 (E))		
f.	Pre-dispatch Inspection : The equipment shall have to be inspected/tested as per specifications/methods laid in relevant IS codes before dispatch at manufacturer's works by M/S RITES		

Quantity Required: 500Units (Approx.)

Note: The above quantity is tentative and is liable to be increased or decreased as per the requirement of the corporation/ position of funds at the time of placement of supply order with the successful tenderer.

Any parameter not mentioned above but deemed necessary for ensuring best quality of Miner's Cap Lamps for use with coal mine shall be mentioned by the tenderer in the offer / or shall be incorporated in the supply order

2. Manufacturer's Test Certificates:

The supplier shall furnish shop test certificates in respect of all the material used for manufacture of Miner's Cap Lamps as well as for the Miner's Cap Lamps, conducted in accordance with the requirements laid in relevant IS codes. All materials used/ Miner's Cap Lamps should be conforming to the laid specifications.

3. Inspection & Testing of Material:

The Material/item shall be inspected by the third party inspection agency viz. M/S RITES at manufacturer's works as per the scope of inspection and procedures /methods as envisaged in technical specifications/relevant IS codes. The manufacturer's/suppliers of Miner's Cap Lamps shall provide all testing facilities to the inspection as prescribed in relevant IS codes and other mining safety regulations agency at no extra cost. The firm shall submit testing procedures for Miner's Cap Lamps. The successful firms shall make advance payment for testing to inspection agency at 1st instance. Testing charges shall be reimbursed by the Department subsequently. The supplier shall give an inspection call to RITES with copy to the Department as well at least 15 days in advance of date of inspection.

MANAGER (P&S)

Annexure 'C'

NIT NO:- Mgr(P&S)/J/16-802, dt.-2/01/2016 For PROCUREMENT OF MINER'S CAP LAMPS

Price schedule

Particulars	Basic Rate/per unit (In Rs.)	Excise Duty+ E.Cess on E.D.	C.S.T	J&K Entry Tax/ VAT	Carrying/ Forwarding/ Freight/ Transit Insurance upto consignee's works	Toll Tax	Net Landed Rate per unit F.O.R. Coal Mines, Kalakot, inclusive of all taxes, duties, carrying& forwarding, transit insurance, etc.
DGMS APPROVED, ready for use and rechargeable Miner's safety cap lamps assembly comprising LED light of 3.6 Volts-1 Watt power connected through flame proof cable-1.5 mtrs. to a 4 Volts; 9AH-12AH lead-acid battery							

Signatures with seal of the firm (Tenderer)