

J & K MINERALS LIMITED
(A J&K Government Undertaking)
5th Floor, Jawaharlal Nehru Udhog Bhawan
Rail Head Complex, Jammu.



TENDER DOCUMENT
FOR
SUPPLY OF CHAIN MOUNTED EXCAVATOR
TO
ASSAR GYPSUM PROJECT
DISTT. DODA (J&K)

NIT NO: Mgr (P&S)/J/16-839

DT: 8.1.2016

DUE ON: 5.2.2016

TENDER DOCUMENT (COVER-I)

NIT NO.- MGR(P&S)/J/16-839 , DT.8.1.2016 AND DUE ON 05.02.2016.

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/16-839 dt.8.1.2016

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

3. WE ALSO CONFIRM THE ACCEPTANCE TO THE TECHNIAL SPECIFICATIONS AS per
Annexure- B of the NIT.

4. PARTICULARS OF EARNEST MONEY _____

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

7. LIST OF ENCLOSURES ENCLOSED HEREWITH.

Dated :

Place :

Signatures with seal of the firm (Tenderer)

TENDER DOCUMENT TO NIT FLOATED FOR PROCUREMENT OF
CHAIN MOUNTED EXCAVATOR.

NIT No: MGR (P&S)/J/16-839, DT.8.1.2016 AND DUE ON 5.2.2016.

(Terms and conditions)

1. The details of the item 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, Jawaharlal Nehru, Udhog Bhawan, Rail Head Complex, Jammu-180012** on or before **5.2.2016** by 4.00P.M. Tender(s) received late by hand or post or otherwise shall not be entertained, even if the rates quoted are lowest.
- 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** amounting to Rs.70000.00 (Rupees seventy thousand)only in the shape of CDR/FDR Pledged to FA& CAO, J&K Minerals Limited. Cost of tender document(Rs.2000.00) ; in case the same is downloaded from the the website is also to be enclosed in shape of DD in favour of FA& CAO, J&K Minerals limited.
- c) Technical specifications as per enclosed Annexure 'B' and any other technical literature.
- 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.
- 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.

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, testing and commissioning of Chain mounted Excavator against NIT No Mgr (P&S)/J/16-839, dt.-8/1/2016.
 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.
 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. Jawaharlal Nehru Udyog Bhawan, Jammu. 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.

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 are dependent upon the tenders of others 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) 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 released after successful completion of supplies.
- ii) The Earnest Money 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 equipment F.O.R delivery at Assar Gypsum Project, Distt. Doda (J&K) 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. 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.

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 14,15,16.17 and 18 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 8.2.2016 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 Mineral 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 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 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 100% Taxes if applicable shall be paid against delivery of the equipment at Assar Gypsum Project, Distt. Doda (J&K) 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 warranty period and verification thereof by the competent authority.

21. DELIVERY PERIOD:

The Material complete in all respects shall be supplied by the firm within 45 days 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 Equipment 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 equipment, the approved supplier/manufacturer 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:

Mines Manager, Assar Gypsum Project.Distt.Doda(J&K)

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 up to 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 Assar Gypsum Project, Distt. Doda (J&K) as per clause 12 above. The department shall pay no extra charges on this account.

26. TESTING: The test certificate of the manufacturers in respect of equipment shall be furnished alongwith the advance copy of dispatch documents to the consignee.

27. MODE OF DISPATCH:

The supplier shall dispatch the machine through a reputed road transport agency direct from despatching station up to destination. The machine 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.

28. SPECIFICATIONS OF MATERIAL:

Detailed specifications of machine 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’**.

29. ILLUSTRATIVE LITERATURE AND DRAWINGS:

Each tender shall be accompanied with the detailed literature and drawings duly authenticated by the original manufacturers in respect of the equipment offered.

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.

31. OPERATION/MAINTENANCE MANUAL & PARTS CATALOGUE:-

The successful firm shall have to supply free of cost to the department complete sets of operation and maintenance manual including spare parts catalogue for the equipment.

32. AFTER SALES SERVICE

The firm shall mention in the technical bid (1st Cover of the tender) about the schedule of the onsite free services of the equipment which shall be performed by the successful tenderer or its authorized service provider. Besides this, the firm shall give an undertaking to the effect that it shall remain available for any kind of after sale service/repair of the equipment after expiry of the warranty/guarantee period or after having availed the free services.

33. 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.

34. 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)

(Part of Cover – I)

Annexure “B” to this office NIT No: Mgr (P&S)/J/16-839 dt.8.1.2016

“Supply of Chain Excavator operating weight 13-14T with bucket capacity of “0.7 m³ to 0.8 m³”.

Technical Specifications:

Sr #	Particulars	NIT Requirement	Specification Offered
'A' General			
1	Model	To be quoted	
2	Operating weight (kg)	13T-14T	
"B" Bucket & Work attachment Details			
1	Bucket capacity	“0.7 m ³ to 0.8 m ³ ”	
2	Boom Size (m)	To be quoted	
3	Arm size (m)	2.1m-2.5m	
4	Maximum digging depth	Not less than	
5	Maximum digging reach	8m +/- 10%	
6	Bucket digging force (kW)	85KN +/- 10%	
7	Arm Crowd Force (kW)	To be quoted	
"C" Under carriage			
1	Minimum Track roller	To be quoted	
2	No. of shoes on each side	To be quoted	
3	Shoe width (mm)	To be quoted	
4	Track/carrier rollers (type)	To be quoted	
"D" ENGINE			
1	Make	To be quoted	
2	Model	To be quoted	
3	No of cylinders	4	
4	Aspiration	Turbo Charged after cooled	
5	Engine rating	90hp +/- 10%	
6	Rated RPM	2200	
7	Fuel consumption (Itr./hr)	To be quoted	
"E" HYDRAULIC SYSTEM			
1	Hydraulic pump		
	a. Type	Variable displacement piston type.	
	b. Capacity (Itr/min at rated engine rpm)	To be quoted	
2	Hydraulic cylinder	To be quoted	
	a. Boom Cylinders	To be quoted	

	b. Arm Cylinders	To be quoted	
	c. Bucket Cylinders	To be quoted	
3	Travel		
	a. Maximum travel speed	To be quoted	
	b. Maximum Swing Speed	To be quoted	
"F" Coolant and lubricant (Refill)			
1	Cooling System (ltr.)	To be quoted	
2	Engine Oil Pan (ltr.)	To be quoted	
3	Hydraulic Tank (ltr.)	To be quoted	
4	Fuel Tank (ltr.)	To be quoted	
"I" Standard Accessories			
			Details
1	Manuals 2 sets		
2	Tool Kit		

Additional Features:

1. Auto Idler as a standard fitment.
2. Plexus Filtration Method.

*** Note:**

1. The firm should have standard workshop or enough facility to give timely service to the machine.

Manager (P&S)

**Accepted
Seal & Sig. of Tenderer**

(Part of Cover – II)

Annexure “C” to this office NIT No: Mgr (P&S)/J/16-839 dt.8.1.2016

“Supply of Chain Excavator Operating weight 13-14T with bucket capacity of “0.7 m³ to 0.8 m³” .

Price Bid:

Sr.#	Description	Qty.	Rate to be quoted (Rupees) Rs.
1	Supply of Chain Excavator of “0.7 m ³ to 0.8 m ³ capacity (as per the technical specifications on Annexure “B”).	1 no.	

Seal & Sig. of Tenderer