

TENDER DOCUMENT (COVER-I)
**TENDER DOCUMENT TO NIT FOR PROCUREMENT OF EXPLOSIVE FOR
PROJECTS OF THE CORPN.**

NIT NO.- Mgr(P&S)/J/16-567, Dated.-17-011-2016. Due on 07.12.2016

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 _____
HAVE UNDERSTOOD THE TECHNICAL SPECIFICATIONS AND TERMS AND CONDITIONS
AS GIVEN IN THE TENDER DOCUMENT OF THE NIT No **MGR (P&S)/J/16-567,Dated.-17-11-
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 OF THE
WORKS TO BE UNDER TAKEN AS PER THE SCOPE ENVISAGED IN THE TENDER
DOCUMENT.TENDER DOCUMENT SIGNED WITH SEAL ON EACH PAGE ENCLOSED.

4. ATTESTED COPIES OF PROOF OF ELIGIBILITY. VALID EXPLOSIVE LICENCE / TIN
NUMBER etc. enclosed.

5. PARTICULARS OF EARNEST MONEY _____

Dated :

Place :

Signatures with seal of the firm (Tenderer)

**TENDER DOCUMENT TO NIT FLOATED UNDER NO Mgr(P&S)/J/16-567,
Dated.-17-11-2016 FOR SUPPLY OF EXPLOSIVE MATERIAL.**

The details of the explosive material required would be as contained in Annexure-"A" forming part of this tender document.

1. SUBMISSION OF TENDERS:

- a. 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, Udhyog Bhawan, Rail Head Complex, Jammu OR ZUM-ZUM Hotel, Rambagh, Srinagar** by **07.12.2016 by 4 P.M.** Tender(s) received late by hand or post or otherwise shall not be entertained, even if the rates quoted are lowest.
- b. The tenders shall be submitted under two cover system as cover 1st and cover 2nd as under:

Cover 1st shall contain Earnest Money Deposit of Rs.5000.00(Rupees five thousand) in the shape of CDR/FDR or Bank Guarantee, copy of Valid Explosive licence ,technical specification of the explosive and shall be opened first.

Cover 2nd shall contain commercial bid, indicating clearly

Basic Rate,
CST / VAT
Excise Duty
State Entry Tax, if any
Transportation charges for Kalakot
(Distt.Rajouri),Assar(Distt.Doda), Parlanka(Distt. Ramban)

The sealed envelope containing both the two covers should be super subscribed as "SUPPLY OF EXPLOSIVE" against NIT published under NO. **Mgr(P&S)/J/16-567, Dated.-17-11-2016.** .

- c. Tenders will be given to those firms / manufacturers/ authorized dealers / approved suppliers having valid explosive license and valid CST / GST / VAT registration.
- d. Rates quoted should be clear and legible without any over writing. However, corrections or insertions in the items other than the rates should be properly signed. Tenders written in pencil, partly typed or partly hand written or written in different inks shall be rejected.

- e. Tenders must be clearly written and all rates written both in figures as well as in words. The tender documents shall be signed and dated on each page by the tenderer.
 - f. The offered rates shall be valid for the complete year up to ending 31.12.2017 or till the rate contract for the year 2017-18 are finalized. Such of the tender(s) which are not valid for the year shall be rejected.
 - g. The tenderer(s) shall not put any special conditions outside the Scope of the tender Notice/Document.
 - h. Each consignment of explosive material should be accompanied by standard test certificate issued by the manufacturer.
 - i. The tender documents(s) are non-transferable.
2. **Tenderer should also quote charges for filling of monthly ON LINE RETURNS OF EXPLOSIVE on behalf of the Corporation with PESO.**

3. **INTERDEPENDENT TENDER:**

Tender(s) which are dependent upon the quotations of other shall not be entertained.

4. **EXPENSES FOR TENDERING:**

The tenderer shall not be entitled to any claim towards expenses incurred incidental to the submission of the tender or subsequent evaluation, clarification thereof.

5. **CLARIFICATION:**

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

6. **EARNEST MONEY / SECURITY DEPOSIT:**

- a. Tender(s) should be accompanied with Earnest Money Deposit of Rs.5000.00 (Rupees five thousand) which should be in the form of CDR/FDR/IBG pledged to the FA&CAO, J&K Minerals Limited.
- b. 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 to be released after successful completion of contract. 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 the contract period.

- c. 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.

7. PRICE:

Bidders are requested to quote the rates strictly as per the terms and conditions mentioned in the Tender Document. Rate quoted by the Tenderer should be firm and no price increase will be allowed to the tenderer during the contract period.

8. AGREEMENT:

As soon as the acceptance of the tender is conveyed to the successful tenderer, the contract shall be final and binding upon the Supplier. Agreement deed shall have to be executed with the Corporation by the Supplier within ten (10) days from the date of issue of the acceptance letter. Any delay or failure on this account shall inter-alia be construed as willful default inviting forfeiture of the Earnest Money amount.

9. PAYMENT CLAUSE:

100% payment shall be released after receipt of G.R. Certificate and performance report of each consignment of explosive material from the project.

10. Guarantee/ Warranty:

The supplies should of standard quality and in accordance with the norms fixed by the controller of explosives. In case any defective material is supplied the same must be replaced free of charge by the supplier.

11. DELIVERY PERIOD:

Each consignment, for which order would be placed with the approved supplier, should be delivered at the project within six (6) days from the placement of order.

12. OPENING OF TENDERS:

- a. Tenders shall be opened by the Tender opening committee (TOC) on 10.12.2016 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.
- b. The Managing Director, J&K Minerals Limited, reserves the right to accept or reject any / or all tender(s) in part or full without assigning any reason thereof.
- c. 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.

- d. The successful tenderers shall not assign or sublet his work order or any substantial part thereof to any other agency.
- e. The supplies shall be of the standard quality and up to the standard specification and in strict accordance as per Annexure 'A' 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 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 tenderer(s).
- f. The rejected consignment must be removed by the tenderer from the destination (where they be) 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.
- g. Any other term and condition as applicable under financial norms shall be incorporated at the time of supply order.
- h. The Managing Director of the Corporation shall have discretion to cancel the contract at any time during its currency in case of default on part of the contractor and make such arrangement as may be warranted by the situation at the risk and cost of the contractor.

13. 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 Corporation shall with or without prejudice to any other remedy available to it under any law for the time being in force in the State.

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

14. 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.

15. 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 a 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.

Mgr (P&S)

ANNEXURE 'A'

1. Super Power 90% 25mm = 5500 Kgs.
2. Safety Fuse (7.50Mtr Coil). = 3500 Coils.
3. Ordinary Detonators. = 15000 Nos.
4. Electric Detonators /Fuse = 2000 Nos.
5. Connecting wire = 500 Rolls
6. Transportation Charges:-
 - a) To Parlanka Gypsum Project (Distt. Ramban).
 - b) To Assar (Distt. Doda).
 - c) To Kalakot (Distt. Rajouri).

The quantity mentioned above is tentative subject to increase/ decrease as per requirement of the project from time to time.

Manager (P&S)