

Annexure-'A'

TENDER DOCUMENT (COVER-I) FOR PROCUREMENT OF DGMS APPROVED MINERS SAFETY SHOES

NIT NO. – Mgr (P&S)/J/17-88, dt.-15-04-2017 due on 29.04.2017.

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/17-88, dt. 15-04-2017 due on 29.04.2017,**
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 DGMS APPROVED MINERS SAFETY SHOES DGMS APPROVED MINERS SAFETY SHOES 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 DGMS APPROVED
MINERS SAFETY SHOES REQUIRED AT COAL MINES, KALAKOT.
UNDER NO: Mgr (P&S)/J/17-88, dt.-15/04/2017 due on 29.04.2017**

(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 **29.4.2017** by 4.00 P.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 to the tune of Rs. 5000.00(Rupees five thousand) in the shape of CDR/FDR/IBG Pledged to Director, Finance, J&K Minerals Limited and cost of tender document Rs. 200/- (non refundable) in the shape of demand draft drawn in favour of Director Finance,J&K Minerals Ltd. in case same is downloaded from website of the corpn.
- c) Authenticated copies of DGMS approval certificate.
- d) Sample of DGMS approved miners safety shoes offered in support of Technical specifications as per enclosed Annexure ‘B’
- 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. **Conditional tender shall be out rightly rejected.**
- f) 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 Act1962 and J&K VAT Act 2005 is also required to be enclosed in the first Cover

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.

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 DGMS approved miners safety shoes against NIT No **Mgr (P&S)/J/17-88 dt.-15/04/2017 due on 29.04.2017.**

5. The rates should be clear and legible without any overwriting or erosion. 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. Jawahar Lal Nehru Udhog 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 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:

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 warranty period of 12 months. 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 F.O.R delivery at central store Kalakote. 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 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 1.5.2017 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 eight 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 supplier shall be bound for a period of 6 months from the date of supply of Material/Item for satisfactory performance. During the guarantee period if any defect is found in the material, which may have been caused by bad workmanship use of inferior material or otherwise, the supplier shall be liable to replace the material 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 replace the material within the stipulated period the Department may procure the material from any other agency and the cost thereof shall be recovered from the approved supplier.

17. 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 12 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 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 inially 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 dispatching 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 dispatches.

23. Specifications of Material:

Detailed specifications of DGMS approved miner's safety shoes shall be clearly mentioned giving its make, and other constituent component and performance as per **Annexure-'B'**. Firms must quote for exact specifications as provided herein and there shall be no deviation as per **Annexure-'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 five 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/17-88, Dated.-15/04/2017 For PROCUREMENT OF DGMS
APPROVED MINERS SAFETY SHOES**

**REQUIREMENT AND TECHNICAL SPECIFICATIONS OF DGMS APPROVED MINERS
SAFETY SHOES**

Direct Mould shoes with steel Toe cap, Approved by DGMS and BIS Marked. IS specification IS-3976-2003.

Size	Qty.
5	100
6	150
7	300
8	350
9	100

MANAGER (P&S)

(Cover-II)

Annexure 'C,

NIT NO.- Mgr (P&S)/J/17-88 , dt.-15/04/2017 PROCUREMENT OF DGMS APPROVED
MINERS SAFETY SHOES

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 meter F.O.R. Coal Mines, Kalakote, inclusive of all taxes, duties, carrying& forwarding, transit insurance, etc.
Direct Mould shoes with steel Toe cap, Approved by DGMS and BIS Marked. IS specification IS-3976-2003.							

Signatures with seal of the firm (Tenderer)