



**THE JAMMU AND KASHMIR MINERALS LIMITED  
(A Government of J&K Undertaking)**

**INVITATION OF TENDERS  
FOR  
EXTRACTION/PURCHASE OF GYPSUM AT PARLANKA  
(RAMBAN)**

**NIT NO:BC:27(3)/ 2018-101-10  
DUE DATE:- 21<sup>st</sup> July 2018**

**(TENDER DOCUMENTS)**

**(NON – TRANSFERABLE)**  
**MINING OF GYPSUM AT, PARLANKA**  
**(RAMBAN)**

Jammu and Kashmir Minerals Limited (JKML) is engaged in exploitation of huge mineral resources of the state. The Company is a wholly owned Jammu & Kashmir Government Undertaking incorporated under the provisions of Companies Act 1956 in 1960. The Company has done a pioneering work in establishment of mineral based Industries in the State of Jammu and Kashmir.

The minerals presently exploited and marketed by the company are Coal, Gypsum and Rough Sapphire Corundum. However, the company is contemplating to enter into the extraction of Lime Stone and Marble also in near future.

**About Gypsum Mineral.**

Gypsum Mineral is one of the important Industrial mineral used as a raw material in Cement, Plaster of Paris, Fertilizer and wall board and panels which enjoy good potentialities of growth. The requirement of this mineral in various industries within and outside the State is substantial. On the basis of current consumption and growing demand within and outside state, there is a huge gap between supply and demand position of gypsum in the market.

In the above background, the company has prepared a comprehensive working plan in respect of its Gypsum Project Parlanka at Ramban where the State Govt. has leased out 246 hec. of mining area in favour of the Corporation.

The entire block of mining area has been divided into 4 sectors as under:-

1. Parlanka Sector;
2. Teli Parlanka Sector;
3. Chinjar Teli Sector; and
4. Thalwa Chinjar Sector.

Keeping in view, that Parlanka sector is to come under construction of Sawalakotae Hydro Electric Dam Project, the Corporation/State Govt. is keen to extract maximum possible Gypsum reserves from this sector in a time bound manner. As per contingency programme formulated by the Corporation around 5 to 7 million tonnes of Gypsum is likely to submerge under the dam project. Therefore, to ensure that these huge deposits are excavated within 5 to 7 years period, the Corporation has identified two sub-blocks at site with 0.5 million tonnes of production/sale fixed from each sub-block. To begin with the Corporation intend to outsource sub-blocks (B) & (C) with targeted production/sale of 1.0 million tonnes/per annum In this regard, tender specification, project details, scope of work and other terms & conditions would be as under: -

## 1) PROJECT DETAILS / TENDER SPECIFICATION

1.	Sector	Parlanka (sub-block- "B"& "C") as per site plan forming part of this tender document as <b>Annexure-A</b>
2.	Location	Village Submerbogh hodog (Parlanka) Distt. Ramban. (Jammu)–J&K State
3.	Geological Proved Reserves (Parlanka) sector	10.16 million tonnes.
4.	Sub-mergeable Reserves	05 - 07 million tonnes
5.	<u>Quantity for extraction &amp; purchase Per Year</u> a) Sub-Block –"B" ( 4.54 Hectares)  b) Sub-Block –"C" (2.85 Hectares)	0.5 million } 0.5 million } 1 million tonnes
	<b>Total quantity for extraction &amp; Purchase per year</b>	<b>1 million tonnes</b>
6.	Name of works	Extraction and Purchase of Gypsum
7.	Period of contract	5 years
8.	Minimum Extraction & Purchase schedule	1 million tonnes per annum.

## 2) SCOPE OF WORK

1. Stripping of over burden, soil and waste and dumping at separate designated dumps as per agreed dumping plan.
2. Excavation and purchase of gypsum mineral.
3. The bidder has the option to bid for both Block B & Block C (described in schedule) jointly or to severally bid for either Block B or Block C.

## 3) RESPONSIBILITY OF JKML

1. The Corporation shall deploy its requisite manpower for proper watch and to oversee the works. The supervisory staff to be deployed in this regard shall have full power and authority as delegated by the Corporation, to

issue to the contractor, from time to time during the progress of the work, such instructions as shall be necessary for the purpose of proper and adequate execution of the work and the contractor(s) shall carry out and be bound by such instructions

2. Provision of plans, sections, schedules and safety directives as required.
3. Marking of **mine face**, dump area, and other facilities.
4. Periodic survey facility for billing purpose.
5. Weighment facility for gypsum mineral at mine site.

#### **4) RESPONSIBILITY OF CONTRACTOR**

1. All machinery and equipments for execution of prescribed work programme such as Dozer, Backhoe Loader / Rock breaker, Dumpers, Compressors, Wagon drills, Jack hammer(s), water tanker with sprinkler etc. etc.
2. All equipments and facilities required for complying with safety of mining operations and maintaining local environment.
3. Provision of fuel and lubricant for machinery and equipments.
  - 3A. Any expenses incurred by JKML relating to excavation like blasting will be separately recovered from contractor over & above the Purchase price payable.
4. Provision for adequate skilled and un-skilled man power for operation and safety of the mine during mining.
5. Maintaining social harmony in and around the mine.
6. Complying with all rules, regulations, directives and statutory obligations at any time during tenure of contract.
7. Installation, operation and maintenance of pumps for dealing with water.
8. Maintenance of mining face, roads, drains, parapet walls, retaining walls and garland drains during the period of mining including dumps wherever required.
9. Complying with all applicable mining laws, Rules and Regulations applicable to open cast mining projects in the state of Jammu & Kashmir during tenure of contract.
10. Complying with all statutory responsibility as applicable.
11. Dealing with water and geological disturbance during the course of mining operations.
12. Maintaining minimum Extraction(production) Quantity of Minerals and purchase of that Quantity by contractor as described in schedule. (*i.e 10 lac tonnes of Gypsum per Year or 83,333 tonnes per month*)

- 12.1 Quantity of Minerals extracted by the contractor (after proper weighing) will be deemed to be sold by JKML to the contractor and the agreed price of that quantity of Mineral shall become due & payable towards JKML as soon as the that Mineral is weighted & measured.
- 12.2 The JKML will not be responsible for excavated Mineral lying at Mine site. The Contractor has to take necessary steps for removal of Minerals to his own facility.
- 12.3 without prejudice to the provisions of penalty clause 17, if the contractor fails to excavate/produce the minimum monthly targets (i`e 83,333 tonnes), the contractor shall be liable to pay additional costs calculated as 10% (monthly targets minus Actual production). However the contractor shall not be liable if the deficit in production is due to Force Majeure defined in clause 18. Such Additional charges shall become payable the end of every month.
13. Back filling of over burden during operation and after closure of mine face as per programme schedule .as agreed between JKML & contractor
14. Taking all precautions as required under **approved mining plan** to ensure safety of men, material and ecology in the mining area. For the purpose the contractor shall provide group Insurance coverage as necessary for all persons engaged in the above job for the entire period of contract. If group insurance coverage will not be done within a period of 3 months from the date of commencement of work, the Contractor will not be allowed to continue the work further. The contractor shall `also take third party insurance towards third party liability. The third party liability shall cover loss/disablement of human life (persons not belonging to the contractor). Such insurance shall be effected with an insurer as per terms approved by the JKML. The JKML shall not be liable for in respect of any damages or compensation payable as per law in respect of and in consequence of any accident or injury to any workmen or any other person in the employment of the contractor, save and except for accident or injury resulting from any act or default or the corporation or its representative or servant. The contractor shall indemnify and keep indemnified the JKML against all such damages and compensation (save and except as aforesaid) as against all claims demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.
15. Spreading of top soil (from soil dump) over back filled area.
16. To back fill the over burden from mine face either from excavated over burden or from waste dumps to check erosion of soil.

**5) The applicants shall have to fulfill the following conditions of eligibility: -**

**A) TECHNICAL CAPACITY**

1. The bidder shall be required to have at least 5 years experience in open cast mining with an average annual excavation or production of at least 5.00 lac tonnes / annum (overburden removal to be included for the purpose) and the bidder should have employed at least 3 technical persons with experience in mining or mineral exploration industry.
2. The bidder shall be required to possess sufficient number of excavators, dumpers and ancillary equipments of matching capacity to deal with production targets as mentioned above (documentary evidence duly certified by a Chartered Accountant in full time Practice for the same shall be provided by bidder along with the offer).
3. Preference will be given to the bidder who is permanent resident of Jammu & Kashmir as defined under section 6 of the constitution of J&K.
4. The bidder shall preferably be a Company incorporated under the provisions of Companies Act 1956 or a Limited Liability partnership registered under the provisions of LLP Act 2008.

**B) FINANCIAL CAPACITY.**

The applicant (or lead Member in case of a consortium) has to satisfy following financial criteria of turnover net worth in order to be considered for the financial proposal evaluation:-

- i) Net worth required in Indian rupees at least 10 crores as on 31<sup>st</sup> March, 2018 (to be supported by a certificate issued by reputed firm of practicing Chartered Accountant).
- ii) Annual turnover in Indian rupees of at least 30 crores for the last 3 (three) financial year(s) (to be supported by documentary proof (Audited Balance sheet & Profit & Loss Account with Audit Report certified by reputed firm of Chartered Accountant) (in case of company by Auditors of the Company).
- iii) The bidder or lead member of the consortium shall be a profit making company consistently for at least 3 years.

**6) RIGHT TO ACCEPT OR REJECT ANY APPLICATIONS/BIDS**

Notwithstanding anything contained in this document, the management reserves the right to accept or reject any application and to annul the bidding process and reject all bids/applications at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. In the event the management rejects or annuls all bids, it may, in its discretion, invite eligible bidders to submit fresh bids hereunder.

**7) GENERAL TERMS AND CONDITIONS**

- A) **Mine Plan:** Successful Bidder will be provided with a copy of mine plan by Indian Bureau of Mines (IBM) the approved mine plan at the time of issuance of Letter of Acceptance/Signing of the agreement. Designated

mine faces, dumping areas, and stockyard shall be marked by the authorized mines engineer of JKML and the contractor shall be accordingly allowed to commence the works at site. The contractor shall submit to the Mines Engineer of JKML, for his approval, a programme showing the order of procedure and methods in which he proposes to carry out the work.

**B) LOCAL CONDITIONS**

- i) It is presumed that the Bidders have examined the conditions of the site/mines in general and the area where job is to be carried out in particular and have studied the conditions themselves. The tenderers are advised to visit the site(s) in order to ascertain local conditions, traffic restriction, facilities for drainage on the site during system of work, obstruction in the area, labour strength, wage structure, existing system of working including system of loading and all other factors likely to affect the rate to be quoted by him against the tender. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors.
- ii) The tenderer should, before filling up his tender familiarize himself about the distances, road conditions, road gradients and local conditions of the mine as well as the area & also about past practices. Once the tenderer has submitted his tender, it is deemed that he has fully familiarized himself about the conditions and no claim will be entertained in this regard.
- iii) The company shall not entertain any complaints regarding bad working conditions such as roads, road jams, inundation due to water etc. after award of contract.
- iv) Data given by the company are indicative as per prospecting reports and the company is not liable for any changes or any deviation either in terms of categorization of rocks, soil solution cavity or nature of the rock, quantities of rejects, off grade materials, fine generations etc.
- v) Site plan showing designated areas for dumping of overburden, stockyard for storage of Gypsum minerals and Site for location of Weigh Bridge as well as approach roads shall be provided to the successful bidder by project management at the time of allotment of contract.
- vi) Any data given by the JKML/concerned Govt. Department are indicative and the JKML is not liable for any claim for any deviation from any data made available in the tender document.

**C) SPECIAL TERMS AND CONDITIONS**

- i) The contractor shall maintain the quality of Gypsum ensuring that the same is free from dust, muck, debris etc.
- ii) The work at mines will be carried out by open cast working and transportation of approved grade of Gypsum from mines to stock yard. Contractor will be responsible for maintaining systematic and

safe mining as per the provisions of Mines Act, 1952, Mines Rule & Metalliferous Mines Regulations 1961 and Mineral Conservation of the mine will be the responsibility of the contractor.

- iii) The over burden / waste is to be removed in general shift only and the contractor has to deploy sufficient equipment so as to achieve the target. The waste material, such as, overburden, debris, Muck Shall be dumped by the contractor in separate stock yard as decided by the company within the mining area.
- iv) Leveling of unloading points of waste materials shall be done by the contractor.
- v) The Bidder shall indicate its planned stage-wise programme for excavation of gypsum during the period of contract.

## **8) MOBILISATION OF RESOURCES**

Successful contractor shall be required to mobilize its resources/Equipments within period of one month maximum from the date of issue of letter of intent to facilitate deployment of requisite men and machinery at the project to ensure execution of work failing which the arrangement shall cease to exist and the corporation shall be at liberty to re-tender or execute the work of its own at the risk and cost of the tenderer.

## **9) Purchase price**

The composite rate per tonne for the purchase of gypsum net of excavation charges plus all taxes and levies and Royalty shall be quoted by contractor both in words and figures in the prescribed format attached herewith as **Annexure B**

NOTE:-

- i) The purchase price to be quoted by the bidder in his tender will be deemed to be net of all the expenses incurred by him for excavation, logistics & other variable & overheads expenses and other contingencies as envisaged in the tender document. Such price shall also include Royalty & all taxes applicable.
- ii) The current rate of Royalty is @ 90 per tonne., which is subject to change as per state government notification.

## **10) DUE DATE AND MODE OF PAYMENT**

**Due date** 7<sup>th</sup> day of every month

The contractor shall pay to the JKML full Purchase price against actual extraction and Purchase of Gypsum during the month till 7<sup>th</sup> day of next month against the tax invoices raised by JKML.

Further a Performa invoice will also be sent to contractor on last day of every month covering the purchase made by contractor during that month.



## 11) EMD / SD

### a) Earnest Money Deposit (EMD)

The offerer shall furnish EMD of lump sum amount of Rs. 100 lacs in Indian rupees in the form of CDR / FDR/Irrevocable Bank Guarantee pledged in favour of J&K Minerals Ltd. payable at Srinagar / Jammu. Any offer not accompanied with appropriate EMD will be rejected as non-responsive. EMD of the unsuccessful offerer will be returned as promptly as possible. EMD shall however, be retained in case of successful offerer which shall be adjustable against Security Deposit as per clause 11(b) and shall be refundable on successful completion of the contract.

### (b) SECURITY DEPOSIT (SD)

The successful tenderer shall deposit 100% percent of **purchase price** for 37 days proposed production (2778 Tonnes per day) as Security Deposit in shape of FDR / CDR/Irrevocable Bank Guarantee pledged to the Director Finance, J&K Minerals Ltd. However, the Earnest Money Deposit of the tender shall be adjustable in the Security Deposit.

### Note:-

The security deposit / EMD may be forfeited, if

- i. The offerer withdraws its offer during the period of its validity specified by the offerer

or

- ii. The offerer fails to execute the job(s) within stipulated period as per work programme as agreed between JKML & Contractor.

or

- iii. Furnishes any wrong information regarding the allotment of contract or tries to influence the concerned officers of the Corporation or State Govt. for the purpose of securing the allotment.

## 12) METHODOLOGY OF SUBMISSION OF OFFER AND SEALING THEREOF.

The offer shall comprise the following:

1. Cover-(I) shall contain the following:

- a) EMD as per clause 11 (a)

- b) Documents relating to the qualifying criteria for responsiveness of offer. In the event of an offer found non-responsive on the basis of said criteria,

the offer shall stand rejected and shall not warrant any further consideration.

c) Acceptance to the Terms and conditions of the NIT. The firm shall sign with seal on each page of this NIT document and enclose it in the first cover.

d) Technical Bid.

2. Cover–(II) shall contain the price bid only.

Both sealed envelopes marked as cover (I) and cover (II) shall be placed and sealed in outer envelop which shall be addressed to:-

**The Managing Director,  
J&K Minerals Limited,  
Ground Floor Sanat Ghar,..  
Bemina Srinagar .  
PIN 190008  
Phone.Nos  
94194487.9469132813  
Email:-  
[md@jkminerals@gmail.com](mailto:md@jkminerals@gmail.com)**

### **13) VALIDITY PERIOD OF THE OFFER(S).**

Offers shall remain valid for 90 days (one hundred and eighty days) only after the date of opening of cover-II. An offer valid for shorter period shall be deemed to be non-responsive and will be rejected as such. However, in exceptional circumstances, the JKML may request the offerer to extend the period of validity. Such request and response shall be made in writing or by FAX to be confirmed by a signed communication sent by Speed post.

### **14) DUE DATE FOR SUBMISSION OF OFFERS.**

Offers must be received by the JKML at the address specified above not later than 21<sup>st</sup> July 2018. In the event of specified date being declared as holiday for the Govt. of J&K, the offers will be received up to the office hours of JKML on the next working day. Any offer received after prescribed date will be rejected and or returned un-opened to the offerer.

#### **Note:**

- i) The Corporation may at its discretion extend the due date for submission of offers which will be notified adequately amplifying the next due date.
- ii) In the event of such case, the offerers will be at liberty either to take back their sealed offer or retain it with the corporation.
- iii) Conditional tenders / offers such as “Subject to market fluctuation’s etc shall be rejected even if the offerers are found to be lowest.
- iv) The offerer shall not be entitled to any claim towards expenses incurred by him which are incidental to the submission of the offer or subsequent evaluation / clarification thereof.

### **15) OPENING OF OFFERS**

1. Offers shall be opened by the Tender Opening Committee (TOC) on any date and time convenient to "TOC after due date" which will be notified to the tenders well in time in presence of representatives of the offerer(s) who chose to attend. The Managing Director, JKML reserves the right to reject any or all offers without assigning any reasons what-so-ever.

### **16) MONITORING OF PROGRESS**

The Project/ Management Monitoring Committee as will be constituted by Managing Director shall monitor on regular basis the execution of work programme of the contractor for reporting the progress / pace of work to Management from time to time.

### **17) PENALTY**

In the event of successful tenderer(s), failure, neglecting, declining or delaying the execution of work 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 and conditions of the contract, 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 of J&K.

- i) Terminate the contract 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 contract to other party, and/or
- iv) Impose a penalty in the form of liquidated damages on account of delay beyond the scheduled delivery period subject to maximum of 5% value of the contract and /or
- v) Forfeiture of earnest money / security deposits whichever is higher.

### **18) FORCE MAJEURE**

- i. Any failure or omission to carry out the provision(s) of the work order shall not give rise to any claim by the department or the contractor one against the other if such failure or omission arises from an "Act of God" which shall include all natural calamities such as fire, floods, earthquakes, hurricane, strikes, riots, embargoes or from any political or other reasons beyond the control of the parties including war, whether declared or not, civil war or a state of insurrection.
- ii. **INDEMNITY**

The contractor shall assume the liabilities for the company JKML and wholly indemnify against the cases of suits, claims, costs, damages, charges and expenses, arising out of or in connection with carrying out of the work to which this contract relates where such cases / suits or claims are brought by the members of the public, neighboring owners or workmen employed by the contractor on the work or by the workmen's representative(s).

**Land compensation / acquisition cases shall, however, be dealt with by JKML.**

iii. **TERMINATION OF CONTRACT**

The contract shall cease to exist with prior notice of six months in express terms from either side.

**19) ARBITRATION**

- i. If at any time question, dispute or differences, whatsoever, shall arise between the parties upon or in relation to or in connection with the contract, 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 to arbitration of Financial Commissioner, Industries & Commerce Deptt. J&K Govt. or his nominee whose decision shall be final and binding upon both the parties. The provisions of the J&K Arbitration Act Samvat 2002 and of the rules there under and statutory modifications thereof shall be deemed to apply to the Arbitration. The courts either in Srinagar or Jammu/Ramban shall have exclusive jurisdiction over all matters arising pursuant to this document.

**20) PRE-BID DISCUSSIONS MEETING.**

A pre-bid meeting with the interested parties shall be held at Head office of the Corporation situated at Ground Floor, Sanat Ghar, Bemina (Srinagar) or Jawahar Lal Nehru Udyog Bawan Railhead Complex Jammu as per the convenience of Bidders. Only those parties/persons who have purchased the Tender document shall be allowed to participate in pre-bid discussions. Applicants who have downloaded the tender document from official website [www.Jkminerals.com](http://www.Jkminerals.com) should submit a Demand draft of Rs. 10,000 towards cost of document, through their authorized representative attending the meeting. A maximum of two representatives shall be allowed to participate on production of authority letter from the bidding party/applicant.

During the course of pre-bid discussions the applicants will be free to seek clarification and make suggestions for consideration of management of the corporation. The authority shall endeavor to provide clarification and such further information as it may, in its sole discretion, consider appropriate for facilitating fair, transparent and competitive bidding process.

**21) LAW IN FORCE IN RELATION TO CONTRACT**

The contract or amendments thereof entered into between the JKML and the Contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India / J&K relating to contracts.

**22) SUFFICIENCY OF TENDER**

The Contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

**23) AGREEMENT**

As soon as the acceptance of the tender is communicated to the successful tenderer the contract shall be complete and binding on him. The successful tenderer shall execute an agreement, with M/s J&K Minerals Limited, Within 15(Fifteen) days of the communication of acceptance of tender to him. The expenses on account of stamps and other incidental matters relating thereto shall be borne by the contractor. Failure to execute a formal agreement shall not however, prevent the contract from being enforced against him. Any loss sustained by the corporation a result of re-allotting of contract or getting it done through any other agency shall be recoverable from the original tenderer.

Encl: As above

Managing Director

## Annexure "B"

**SCHEDULE OF RATES**

NAME OF THE TENDER \_\_\_\_\_

NIT NO: BC:27(3)/ 2018-101-10 dated .04/07/2018

**MINING/PURCHASE OF GYPSUM AT PARLANKA (Ramban)**

Phase	Scope of work	Target quantity for Extraction/Purchase	Composite purchase price per Tonne of gypsum Net of excavation expenses incurred by contractor  { plus taxes, levies and Royalty } in Rupees	Total Purchase Price Amount In rupees per year
Block- "B" ( 4.54 Hects) &	Excavation and Purchase of gypsum mineral and scope of work as envisaged in the tender document.	5 Lac tonnes per year	Rs _____ Per Tonne	
Block- "C" ( 2.85 Hects)	Excavation and Purchase of gypsum mineral and scope of work as envisaged in the tender document.	5 Lac tones per year	Rs _____ Per Tonne	
Total amount in figures				
Total amount in words.				

Signature:

Date:  
PlaceName:  
Designation: