

**TENDER DOCUMENT TO NIT/ TENDER ENQUIRIES FLOATED FOR
PROCUREMENT OF DGMS APPROVED MINER'S SAFETY SHOES
UNDER NO: Mgr(P&S)/J/13-767 dt.8.6.2013.**

1. The detailed specifications would be as contained in Annexure-"A" forming part of this tender document.

2. PURCHASE OF TENDER DOCUMENTS:

The interested tenderer can apply for detailed set of tender documents containing relevant details and other terms and conditions of the work on any working day against cash payment of Rs. 200/- (non-refundable). The tender documents can also be downloaded from Corporation's website i.e. www.jkminerals.com. in that case the tenderer shall have to attach Demand Draft for an amount of Rs. 200/- drawn in favour of FA&CAO, J&K Minerals Limited being the cost of tender document, alongwith their offer / Bid. Exemption in favour of firms shall be considered as per norms fixed by State/central Govt. regarding cost of tender document/EMD.

3. SUBMISSION OF TENDERS:

- i) The tenders affixed with revenue stamp worth `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** or **ZUM-ZUM Hotel, Rambagh, Srinagar (Kashmir)** on or before **6.07.2013** 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.

- ii) The tenders shall be submitted under two cover system as cover 1st and cover 2nd as under:

Cover 1st shall contain earnest money in the shape of CDR, technical specification of Shoes, relevant DGMS approval certificates and shall be opened first.

Cover 2nd shall contain commercial bid, indicating clearly

Basic Rate

CST / VAT

Excise Duty

State Entry Tax, if any

Delivery period

Packing & Forwarding Charges, if any

Transit Insurance

The sealed envelope containing both the two covers should be super subscribed as Supply of Cable against NIT/ tender Enquiry No: **Mgr(P&S)/J/13-767 dt.8.6.2013..**

- iii) Tenders will be given to manufacturers/ authorized dealers / approved suppliers who deals exclusively with the Shoes and are having valid CST/ GST / VAT registration.
- iv) 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.
- v) 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.
- vi) The offer should be valid for a period of 180 days from the date of opening of tenders. Such of the tender(s) which are not valid, for 180 days from the date of opening shall be rejected, even if the rates offered are lowest.
- vii) The tender documents(s) are non-transferable.

4. INTERDEPENDENT TENDER:

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

5. 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.

6. 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.

7. EARNEST MONEY / SECURITY DEPOSIT:

- i) Tender(s) should be accompanied with earnest money equivalent to 2% of the total value of quoted price 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.

- ii) 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 which will be 5% of the value of order to be refunded after successful completion of supplies to the entire satisfaction of Agent Coal Mines, Kalakot. 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 shoes.
- iii) 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.

8. PAYMENT CLAUSE:

95% Payment shall be released through J&K Bank, Rail Head Complex, and Jammu against dispatch of material.

Balance 5% payment shall be released only after expiry of warranty period.

9. Third party Inspection:

Pre-dispatch inspection of the Miner's Shoes shall be conducted by M/S RITES LTD. The inspection charges shall initially be borne by the supplier, which would be reimbursed in favour supplier after submission of vouchers.

10. Transit Insurance:

The material supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery to destination. Insurance is to be provided by the supplier at his cost.

11. Guarantee/ Warranty:

The Miner's Shoes shall be guaranteed for a period of one year from the date of supply.

12. 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.

13. OPENING OF TENDERS:

- i)** Tenders shall be opened by the Tender opening committee (TOC) on 9.07.2013 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 without assigning any reason thereof.
- 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 tenderers 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 '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 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, offered to any Govt. Institution.

14. 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.

15. 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.

16. 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.

Manager (P&S)

PROFORMA

EARNEST MONEY

An amount of Rs. _____ (in words) _____

As CDR _____

is enclosed as Earnest Money against N.I.T No: _____

Dated: _____

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ANNEXURE 'A'

Miner's Safety (DGMS Approved):

**Direct Mould Shoes with Steel Toe cap, Approved by DGMS
and BIS marked. IS specifications IS 3976-2003.**

Sizes:-

S.No.	Size	Qty.
1.	5	200
2.	6	200
3.	7	300
4.	8	150
5.	9	150

Manager(P&S)

