

**TENDER DOCUMENT TO “NIT” PUBLISHED
UNDER NO. DIP/J-98-P**

1. The detailed specifications of **60hp Induction motor** would be as contained in Annexure “A” forming part of this tender document.
2. **SUBMISSION OF TENDERS.**
 - i. On behalf of the Managing Director, sealed tenders affixed with Rs. 5/- revenue stamps are invited from reputed Manufacturers / distributors / authorized dealers/ reputed suppliers for the supply of 60hp Induction motor. The sealed tenders should reach the office of the Managing Director, J&K Minerals Limited, 5th floor, Jawaharlal Nehru Udhog Bhawan, Rail head complex, Jammu by 13.05.2011 upto 2.P.M.
 - ii. The tenders shall be submitted under two cover system as cover 1st and cover 2nd as under:-

Cover 1st Shall contain:-

 - i) Earnest money to the tune of 2% of the total value on quoted price in the shape of CDR/FDR pledged to FA&CAO; JKML.
 - ii) Income tax clearance certificate.
 - iii) VAT Clearance certificate.

Cover 2nd Shall contain financial bid, indicating clearly
 BASIC RATE
 CST/VAT
 Excise Duty
 State Entry Tax, if any
 Delivery Period
 Packing and forwarding charges, if any

The tender(s) shall be liable for rejection in case these details in full are not furnished.
3. The detailed set of tender documents can be had from the office of the Manager (P&S) during office hours against cash payment of ₹200/- (non-refundable).
4. The 1st cover containing Earnest money, Income tax clearance certificate, VAT clearance certificate, etc. shall be opened first either on the same date or any other convenient date in presence of such of the tenderer(s) or their duly authorized representatives who may wish to be present at the time of opening of the tenders. However in case of any gazetted holiday on the date of receipt of tenders, the tenders shall be received on the next working day.
5. The 2nd cover containing PRICE BID of such of the tenderers who would qualify and have met the eligibility criteria shall be opened subsequently. The date of opening of price bid of the eligible tenderers shall be communicated / notified separately.

6. The rates quoted should be clear and legible without any over writing or erasure.
7. The 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/FDR pledged to the FA & CAO, J&K Minerals Limited, encashable from the local branch at Jammu/Srinagar of the issuing Bank, without which the tender(s) shall not be entertained, even if the rates offered are found to be lowest.
8. The earnest money shall be refunded to the unsuccessful tender(s) and will be retained in case of successful tenders(s) and treated as security deposit to be refunded after successful completion of the contract.
9. As soon as the acceptance of the tender is conveyed to the successful tender, the contract shall be final and binding upon the supplier. Agreement deed shall have to be executed with the Corporation by the contractor 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.
10. The Earnest, money of the tenderer, who backs out or withdraws his tender or fails to abide by it after the acceptance thereof is conveyed or posted to the address mentioned by him/them in the tender shall be forfeited besides taking recourse to law in force in the State to recover the extra cost, if involved, in getting the supplies through some other agency at his risk and cost.
11. 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 and 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.
 - 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) Impose a penalty in the form of liquidated damage on account of delay beyond the scheduled repair period not exceeding 10% value of the tender and /or
 - v) Forfeiture of earnest money / security deposits.
12. 90% payment shall be released against delivery of the motor alongwith manufacturer's test certificate. Balance 10% shall be released after successful completion of Warranty period.

- 13. Warranty: The motor shall be under warranty for a period of 12 months from the date of installation /18 months from the date of placement of purchase order whichever is earlier.
- 14. The Managing Director of the Corporation shall have the discretion to accept or reject any or all the tendere(s) in part or whole without assigning any reason thereof.
- 15. Force Majure:-Any failure or omission to carry out the provision(s) of the supply 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 question, 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.

**P R O F O R M A
EARNEST MONEY**

An amount of Rs. _____ (in words) _____
_____ as

CDR / FDR No. _____ is enclosed as Earnest

Money against N.I.T No: _____

Dated _____

Manager (P&S)

ANNEXURE 'A'

Induction motors 60hp continuous rating
415V 3Phase
50HZ 1440 rpm
Conforming to IS325

} One No.

Manager (P&S)