

**TENDER DOCUMENT TO "NIT" PUBLISHED  
UNDER NO. DIP/J-80-P ON 11.04.2011.**

1. The detailed specifications of **DIESEL GENERATING SET** 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 the reputed manufacturers / authorized dealers / authorized distributors for the supply, Installation, testing & commissioning of 500 KVA D.G.SET at Kalakot Coal Mines (Distt. Rajouri). The sealed tenders should reach the office of **the Managing Director, J&K Minerals Limited, 5<sup>th</sup> floor, Jawaharlal Nehru Udhog Bhawan, Rail head complex, Jammu -180012**, by 06.07.2011 up to 2.P.M.
  - ii. The tenders shall be submitted under two cover system as cover 1st and cover 2<sup>nd</sup> as under:-
 

**Cover 1<sup>st</sup>** 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.
    - iv) Registration Certificate.

**Cover 2<sup>nd</sup>** 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  
 Transit Insurance  
 Transportation FOR, KVK Coal Mine (Rajouri),

The tender(s) shall be liable for rejection in case these details in full are not furnished.
3.
  - i) The tender should be valid for a period of 180 days from the date of opening of the price bid. The detailed tender documents can be had from the office of the Manager (P&S) during office hours against cash payment of Rs.1000/-(non-refundable).
  - ii) Conditional tenders such as "Subject to market fluctuation " etc. shall be rejected, even if the rates offered are found to be lowest.
  - iii) The tender documents are non- transferable. The tender(s) shall be entertained by the deptt., only from such firms who have purchased the tender document(s) in their name.
4. The 1<sup>st</sup> cover containing Earnest money and terms and conditions; Income tax clearance certificate, VAT clearance certificate, Registration 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 2<sup>nd</sup> 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. PAYMENT CLAUSE:
  - i. 80% payment shall be released on the receipt of D.G.Set complete in all respects F.O.R Coal Mines, Kalakot.
  - ii. 10% shall be released after installation, Testing and commissioning of D.G.Set at Coal Mines, Kalakot to the entire satisfaction of CME/ Agent, Kalakot.
  - iii. Balance 10% shall be released after expiry of warranty period of 12 months from the date of commissioning of equipment or eighteen months from the date of dispatch , whichever is earlier.
8. 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.
9. The earnest money shall be refunded to the unsuccessful tenderer(s) and will be retained in case of successful tenderer and treated as security deposit to be refunded after successful completion of the contract.
10. As soon as the acceptance of the tender is conveyed to the successful tenderer, the contract shall be final and binding upon the contractor. 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.
11. 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 work done through some other agency at his risk and cost.
12. The firm shall impart training to the technical personals of the department at their working to acquaint and train them on various technical features, operation and maintenance of the DG Set.

13. The D.G.Set complete with all accessories shall be supplied by the firm within 60 days from the date of placement of work order duly inspected by the third party agency RITES LTD / CEIL.
14. Pre-dispatch inspection of DG Set shall be conducted by the third party Agency i.e. M/S RITES LTD. / CEIL, ex-works. The charges incurred for inspection shall be initially borne by the supplier which will be reimbursed by the Corporation after wards.
15. PENALITY: - 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 work 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.
16. The Managing Director of the Corporation shall have the discretion to cancel the contract at any time during its currency in case of default on the part of contractor and make such arrangement as may be warranted by the situation at the risk and cost of the contractor.
17. The Managing Director of the Corporation shall have the discretion to accept or reject any or all the tender(s) in part or whole without assigning any reason thereof.
18. Force Majure:-Any failure or omission to carry out the provision(s) of the work 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.
17. 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)**

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