

**TENDER DOCUMENT TO “NIT” PUBLISHED
UNDER NO: – DIP–J–781–P DATED 19.08.2011.**

1. Details of Material to be auctioned.

- i The detailed specification of material / items would be as contained as Annexure – “A” forming part of this tender document.

2. SUBMISSION OF TENDERS.

- i. The tender(s) should be addressed to the Managing Director, J&K Minerals Limited, Jammu / Srinagar and should reach his office by or before 20.09.2011 by 4.00 P.M Tender (s) received late by hand or by post or otherwise shall not be entertained, even if the rates quoted are highest.
- ii. The tenders shall be submitted under separate two cover system as cover 1st and cover 2nd as under:-
 - Cover 1st** Shall contain earnest money in the shape of CDR/FDR or Bank Guarantee and shall be opened first in case the demanded earnest money is not attached in first cover the second cover shall not be opened and the Tender shall be rejected.
 - Cover 2nd** Shall contain commercial bid, the rates should be quoted in figures and in words separately for high Carbon Steel, Mild Steel, Cast Iron Girder and others scrap per kg. The rates shall be quoted net excluding the element of Taxes and duties if any applicable which shall be paid by the Tenderer extra at the time of allotment of contract.
- III. The sealed envelop containing both the two covers should be super subscribed as “TENDER FOR SALE OF SCRAP” against “NIT” No: J.E/ J/ 11–306 dated 19.08.2011.
- IV. Rates quoted should be clear and legible without any overwriting or erasion. However, corrections or insertions in the items 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.
- V. Tenders must be clearly written and all rates written both in figures as well as 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 120 (One hundred twenty) days from the date of opening of tenders. Such of the tender(s) which are not valid, for 120 (One hundred twenty) days from the date of opening shall be rejected, even if the rates offered are highest.
- VII. Conditional tenders such as “Subject to market fluctuations” etc shall be rejected, even if the rates offered are found to be highest.

- VIII. Any clause which is required / applicable under codal procedure if not incorporated shall be incorporated at the time of sale / auctioning.
- IX. 100% payment alongwith taxes and duties, if any, shall be paid by the eligible tenderer(s) at the time of allotment of contract as per actual weight-age.
- X. The tender document(s) are non-transferable. Tender(s) shall be entertained by the department only from such firms who have purchased the tender document(s) in their name.

3. **INTERDEPENDENT TENDER.**

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

4. **EXPENSES FOR TENDERING**

- i. The tenderer shall not be entitled to any claim towards expenses incurred incidental to the submission of the tender or subsequent evaluation, clarification thereof.

5. **CLARIFICATION**

- i In respect of any clarification of the conditions set forth in the tender document the tenderer(s) shall address this office in writing within five days before the last date fixed for receipt of tenders.

6. **EARNEST MONEY**

- i. Tender(s) should be accompanied with earnest money of Rs. 1.00 Lacs (Rupees one Lac) in the form of CDR/ FDR 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 paper as per the proforma enclosed, without which the tender(s) shall not be entertained, even if the rates offered are found to be highest.
- 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 tendere(s) which shall be treated as security deposit to be refunded after completion of contract. In case of successful tenderer(s) having furnished earnest money in the shape of Bank Guarantee, they shall have to extend the validity of the Bank Guarantee for the period required for completion of contract.
- iii. The Earnest money 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, in holding the auction again or allotting the contract to some other agency at his risk and cost.

7. **OPENING OF TENDERS**

- i. Tenders shall be opened by the Tender opening committee (TOC) on the day / date convenient to the TOC in presence of

tenderer(s) who may wish to remain present at the time of opening of tenders which will be intimated to the tenderers well in time.

- 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 tenderer(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 higher 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 contract to any substantial part thereof to any other agency.
- V. The successful tenderers will have to lift / remove the entire allotted stock within 45 days from the date of acceptance of contract on "as is where is basis".

8. **PENALTY**

In the event of successful tenderer(s), failure, neglecting, declining or delaying in lifting / removing allotted stock 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.

- 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 damage on account of delay beyond the scheduled period not exceeding 10% value of the tender and /or
- v) Forfeiture of earnest money / security deposits / irrevocable Bank guarantee.

9. **FORCE MAJURE**

- i. Any failure or omission to carry out the provision(s) of the contract shall not give rise to any claim by the department or the tenderer one against the 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, militancy, 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.

10. 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 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 the sole Arbitrators of Managing Director, J&K Minerals Limited or his nominee, whose decision will be binding on both the parties. The provisions of the J&K Arbitration Act Samvat 2002 of the rules there under and statutory modifications thereof shall be deemed to apply to the Arbitration. Dispute, if any, regarding reference to Court shall be subject to the jurisdiction of J&K Court only.

P R O F O R M A
EARNEST MONEY

An amount of Rs. _____ (in words) _____

as CDR / FDR / irrevocable Bank Gaurantee No. _____

of _____ Bank, branch _____ is enclosed

as Earnest Money against N.I.T No: _____ Dated _____

General Manager