

**TENDER DOCUMENT TO "NIT" PUBLISHED
UNDER NO: J.E(P&S)/J/11-2101 dt.13.12.2011.
(DIP No. 1443-P dated 15.12.2011 / NB: 2062)**

1. SCOPE OF WORK

- i. Transportation / Carriage of Gypsum from Parlanka (District Ramban) to following locations / Stockyard in and around Jammu and Kashmir Provinces, from registered / reputed transporters carriage contractors having their own fleet of trucks / tippers or permanently attached with them, numbering twenty minimum:-

a) Kashmir Division

Location	Districts
Khunmoh	Srinagar
Lar	Ganderbal
Lassipora	Pulwama
Khrew	Pulwama
Wuyan	Pulwama

b) Jammu Division

Location	Districts
Kaluchak	Jammu
Bari-Brahmana	Jammu
Hatli-Morh	Kathua
Chadwal	Kathua
Samba	Samba
Thar Road	Udhampur

SUBMISSION OF TENDERS

- i. The tender(s) should be addressed to the **General Manager, J&K Minerals Limited, 5th Floor J.L.N. Udhyog Bhawan, Rail Head Complex, Jammu-180012 OR Zum Zum Complex, Rambagh Srinagar, Kashmir** and should reach his office on or before **09.01.2012** by 4.00 PM. Tender(s) received late by hand or by post or otherwise shall not be entertained, even if the rates quoted are lowest.
- ii. Any other terms and condition as required under codal procedure shall be incorporated at the time of contract / agreement.
- iii. The tenders shall be submitted under two cover system as cover 1st and cover 2nd as under:-
Cover 1st Shall contain earnest money deposit in the shape of CDR/FDR or irrevocable Bank Guarantee and shall be opened first.

Cover 2nd shall contain price bid and other terms and conditions of the offer.

The sealed envelop containing both the two covers should be super-subscribed as **“Tender for transportation of Gypsum against NIT No. J.E(P&S)/J/11-2101 dt. 13.12.2011 due on 09.01.2012”**.

- iv. Rates quoted should be clear and legible without any overwriting or erasing/tampering. 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 and costs written both in figures as well as in words. The tender document shall be signed and dated on each page by the tenderer.
- vi. The offer should be valid for a period of 1 year from the date of opening of tenders. Such of the tender(s) which are not valid for 1 year from the date of opening shall be rejected, even if the rates offered are lowest.
- vii. The tender must be sent by registered post or delivered in person in the office of **General Manager, J&K Minerals Limited, 5th Floor J.L.N. Udhyog Bhawan, Rail Head Complex, Jammu-180012 OR Zum Zum Complex, Rambagh Srinagar, Kashmir** against proper receipt. In either case the tender must reach well in time as prescribed above. Late tenders whether by hand or by post shall not be entertained at all.
- viii. Conditional tenders such as "Subject to market fluctuations" etc shall be rejected, even if the rates offered are found to be lowest.
- ix. The tender document is non-transferable. Tender(s) shall be entertained by the department only from such firms who have purchased the tender document(s) in their name(s).

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. NOTE

In respect of any clarification of the conditions set forth in the tender documents, the tenderer(s) shall address this office in writing within ten or more days before the last date fixed for receipt of tenders.

6. EARNEST MONEY

- i. An amount of Rs. 1.50 Lacs should be deposited as earnest money in the form of CDR/FDR pledged to the FA & CAO, J&K Minerals Limited, Jammu (J&K) 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 lowest.
- ii. Earnest money shall be refunded to the un-successful tenderer(s) only after,

- finalization of the rate contract and shall be retained in case of successful tenderer which shall be treated as security deposit to be refunded after the successful completion of contract. In case of successful tenderer 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, if any involved in getting the work executed through some other agency, at his risk and cost.

7. SUPPLY

The minimum transportation / supply of gypsum mineral would be around 25-30 trucks per day which shall however be subject to actual extraction /loading on daily basis at mine pit head.

8. OPENING OF TENDERS

- i. Tenders shall be opened by the Tender opening committee (TOC) on 09.01.2012 or on any other subsequent date convenient to the TOC in presence of tenderer(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. As soon as the acceptance of tender is conveyed to the successful tenderer, the contract shall be final and binding upon the contractor. An agreement deed shall have to be executed with the department by the contractor within fifteen days from the date of issue of the letter of intent. Any delay or failure on this account shall, inter-alia, be construed as willful default inviting forfeiture of the earnest money amount to the department besides other actions as admissible under rules.
- iv. 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 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.
- v. The successful tenderer shall not assign or sublet his contract or any substantial part thereof to any other agency.

9. CONTRACT PERIOD

- i. One year in first instance of contract. However, it shall be renewable after one year on mutual consent of the contractor and Corp. for which discretion shall lie with Managing Director JKML.

10. PENALTY

In the event of successful tenderer's, failure, neglecting, declining or delaying the transportation of gypsum 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(s) on account of delay beyond the scheduled delivery period subject to 1/4th% of value of contract per week and not exceeding 10% value of the contract and / or
- v) Forfeit of earnest money / security deposits/ irrevocable bank guarantee.

11. 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 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.

12. ARBITRATION

- i. If at any time question, dispute or differences, whatsoever, 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 for award to the sole arbitrator of Managing Director, JKML or his nominee. The decision of Arbitrator shall be final and binding upon both the parties. Such a notice of the existence of any question or dispute or difference in connection with the contract shall be served by either party, within 10 days (ten days) of difference(s) failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred, upon every or any such reference, the cost of incidentals of the reference and award respectively shall be at the discretion of the Arbitrator. The provisions of the J&K Arbitration Act Samvat **2002** and of the rules made 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.

13. AGREEMENT

- i. 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 7(seven) days of the communication of acceptance of tender to him. The expenses on account of stamps and other incidental matters relating there to 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 as a result of re-allotting of contract or getting it done through other agency shall be recoverable from (the original tenderer).

**PROFORMA
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