

**J & K MINERALS LIMITED**  
**(A J&K Government Undertaking)**  
**5<sup>th</sup> Floor, Jawaharlal Nehru Udyog Bhawan**  
**Rail Head Complex, Jammu.**

## **TENDER DOCUMENT**

**(Non-Transferable)**



**TENDER FOR SALE OF LIME STONE LYING AT LIME STONE QUARRY  
KHREW (KASHMIR)**

**ON**

**“AS IS WHERE IS BASIS”**

**NIT NO: Mgr (P&S)/J/19-1284    DT: 17.12.2019    DUE ON: 04.01.2020**

**Cost of Tender document: - Rs.5000.00 (Non-Refundable)**

## **NOTICE INVITING TENDER**

NIT No: Mgr (P&S)/J/19-1284    Dated: 17.12.2019    Due on:-04.01.2020

Sealed tenders affixed with revenue stamp worth Rs. 5/- are invited in two-cover system from reputed parties/cement manufacturers for purchase of limestone lying at LSQ, Khrew.

Tender document containing details can be obtained from the office of the Corporation at Jammu / Srinagar against cash payment of Rs 5000/- (Non-Refundable) or can be downloaded from the website of the corporation [www.jkminerals.com](http://www.jkminerals.com) in that case, cost of tender document shall be attached in the shape of demand draft drawn in favour of FA&CAO, JKML along with the offer. Tender complete in all respect should reach this office by or before 04.01.2020.

Sd/-  
Manager (P&S)

**TENDER FORM**

(Annexure-A)

**NIT NO.- MGR(P&S)/J/19-1284      DATED:17-12-2019      DUE ON 04.01.2020.**

Issued to M/S

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Space for Revenue stamps

**ACCEPTANCE TO THE TERMS AND CONDITIONS OF THE NIT.**

1. WE M/S \_\_\_\_\_  
HAVE UNDERSTOOD THE TERMS AND CONDITIONS AS GIVEN IN THE TENDER DOCUMENT OF THE NIT No **Mgr (P&S)/J/19-1284, Dt.- 17.12.2019      DUE ON 04.01.2020.**
2. COPY OF TERMS AND CONDITIONS SIGNED AND STAMPED ON EACH PAGE IS ENCLOSED.
3. PARTICULARS OF EARNEST MONEY \_\_\_\_\_
4. COPY OF LATEST SALES TAX/VAT CLEARANCE CERTIFICATE DATED \_\_\_\_\_ ENCLOSED.

**Note:-** Cost of tender document Rs. 5000/- (Non-Refundable) in the shape of Demand draft drawn in favour of FA&CAO, J&K Minerals Ltd. to be attached in cover-I, if the tender document is downloaded from website.

Dated :

Place :

Signatures with seal of the firm (Tenderer)

## **INSTRUCTIONS TO TENDERERS:**

1. Competitive sealed bids are invited from reputed firms/individuals for auction of Limestone "AS IS WHERE IS BASIS" lying at Lime stone quarry (LSQ) of the corporation at Khrew.
2. **COST OF TENDER DOCUMENT:** Rs. 5000/- (non-refundable) either in cash or in the shape of demand draft drawn in favour of Director Finance, JKML.
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 **5<sup>th</sup> Floor, Jawahar Lal Nehru, Udhog Bhawan, Rail Head Complex, Jammu-180012/ Ground floor, Sanat Ghar, Bemina (Kashmir)** on or before **04.01.2020 by 4.00P.M.**
  - ii) The tenders shall be submitted under two cover system as cover 1<sup>st</sup> and cover 2<sup>nd</sup> as under:

### **Cover 1<sup>st</sup> shall contain-**

- a. Cover note enclosed as Annexure 'A' affixed with Rs. 5/- Revenue Stamps duly filled in and signed with seal by the tenderer.
- b. Earnest Money deposit to the tune of Rs. 3,00,000.00 (Rupees three lacs) only in the shape of CDR/FDR/IBG, pledged to FA&CAO, J&K Minerals Limited. The cost of tender document Rs.5000/- (Non-Refundable) in the shape of demand draft drawn in favour of FA&CAO, J&K Minerals Limited if the same is downloaded from the website of the corpn.
- c. Acceptance to general terms and conditions of the NIT. The firms are required to put their signature with seal on each page of terms and conditions of the NIT and enclose the same with Cover-I.
- d. Application form for description of the Firm / Individual of Bidder (**Annexure-'B'**)

**Cover 2<sup>nd</sup> shall contain the Price Bid on Format enclosed as Annexure 'C'.**

Cover 2<sup>nd</sup> shall be opened only after finalization of Cover 1<sup>st</sup> and only of those firms, which qualify the requirement of first cover.

Tenders not furnished under two covers systems shall not be entertained.

**4. (A) MARKING OF THE COVERS:**

Each cover shall be clearly marked as “cover 1<sup>st</sup>” and “cover 2<sup>nd</sup>”

- I. Cover 1<sup>st</sup> shall be marked to indicate “Earnest Money and Terms and Conditions”.
- II. Cover 2<sup>nd</sup> shall be marked to indicate “Price Bid”.

**(B) FINANCIAL CAPACITY:** The applicant (or lead member in case of a consortium) has to satisfy following financial criteria of turnover net worth in order to be considered for the financial proposal evaluation:

- i) Net worth required in Indian rupees at least 50 lacs as on 31<sup>st</sup> March, 2019 (to be supported by a certificate issued by reputed firm of practicing chartered Accountant).
  - ii) Annual turnover in India rupees of at least 40 lacs for the last 3 (three financial year(s) (to be supported by documentary proof (Audited Balance sheet & Profit & Loss Account with Audit Report certified by reputed firm of Chartered Accountant) (in case of company by Auditors of the company).
5. If the first successful bidder fails to clear the premises by lifting all sorts of material within the prescribed period, the order shall be diverted to 2<sup>nd</sup> highest bidder at the discretion of competent authority and Bid security of the defaulting firm shall be forfeited.
  6. If the highest bidder / successful bidder fail to deposit, the sale price (estimated amount along with taxes) in full within the prescribed time limit, his earnest money/security deposit shall be forfeited.
  7. The auction is on “AS IS AND WHERE IS BASIS” and the buyer/bidder must satisfy himself before participating in the bidding process, no complaints, whatsoever shall be entertained thereafter nor any guarantee or certificate of its worthiness or quality will be given by the corporation. The material can be inspected physically between 09.00AM to 4.00PM on any working day at LSQ, Khrew. Once the Tenderer has submitted his tender, it is deemed that he has fully familiarized himself about the conditions and no claim will be entertained in this regard.

- 8.** The bidders shall ensure that all standards and safety norms are followed for safety of men, material and equipment engaged during the entire process. The successful bidder will employ his men and means at his risk and cost for removal/collection, shifting and carriage of material within a weeks' time from the date of allotment of contract.
- 9.** The Corporation shall not entertain any complaints regarding bad working conditions such as roads, road jams, inundation due to water etc. after award of contract.
- 10.** Data given by the corporation are indicative as per prospecting reports and the company is not liable for any changes or any deviation either in terms of categorization of rocks, soil solution cavity or nature of the rock, quantities of rejects, off grade materials, fine generations etc.
- 11.** Site plan showing designated areas for dumping of overburden, stockyard for storage of limestone and site for location of weighbridge as well as approach roads shall be provided to the successful bidder by project management at the time of allotment of contract.
- 12.** Any data given by the JKML/concerned Govt. Deptt. Are indicative and the JKML is not liable for any claim for any deviation from any data made available in the tender document.

## **(TERMS AND CONDITIONS)**

1. Offers shall be valid for a period of 180 days from the date of opening of the bids by TOC.
2. The material shall be collected in trucks licensed to carry such products. The quantity shall be assessed on the basis of weightment of trucks. Trucks shall be weighed on weigh bridge of the corporation and nothing will be charged on account of weightment.
3. The quantity of the Lime stone indicated is approximate and sale will be affected on the basis of actual weightment on Weigh Bridge at the time of taking delivery.
4. The buyers shall have to make full payment for the approximate quantity at the contract rate plus taxes in advance. Any additional payment if required on weightment of the material, the same shall be made to JKML before taking delivery of the material.
5. The bids received in time will be opened at 3.00 p.m. on 8.1.2020 or any other subsequent date and time which shall be notified to the bidders well in advance bidders may be present at the time of opening of the bid.
6. BID SECURITY of the firms rescinding / withdrawing or abrogating their offers after submitting the bid shall stand forfeited. In such an event, the successor bidder (i.e. 2<sup>nd</sup> highest) shall be considered and asked to undertake the job.
7. The BID SECURITY of successful bidder(s) shall be retained till the successful completion of the transaction of the sale process & will be released only after satisfactory completion of the process and subject to realization of entire sales proceeds. Earnest money Deposited by the bidders who fail to honor the bid in prescribed time limit shall stand forfeited. No representation in this regard shall be entertained. BID SECURITY amount will not be adjusted in the Sale Amount.
8. Once the eligibility criteria is fulfilled in terms of cover – I, the selection of bidder for award of contract shall be based on evaluation of price bid. The party in whose case the price bid turns out highest shall be selected for award of contract.
9. The successful bidder must deposit the total bid/negotiated value along with applicable taxes if any within a week after acceptance of the successful bid/allotment of contract and lift the material within 20 days after deposit of the requisite amount. The amount is to be deposited in shape of a demand draft or may be transferred online to Account of the JKML before starting the lifting process.

10. BID SECURITY of unsuccessful bidders will be returned within one month of tender evaluation. No interest shall be admissible/ payable on BID SECURITY.
11. The bidder should attach their documentary evidence in support of residential status (Ration Card / Voters Identity Card / Recent Telephone bill in case of individual and Registration Certificate in case of firms etc.) with the prescribed form.
12. Management reserves the right to reject all or any tender without assigning any reasons thereof.
13. Tendering firm / persons shall be responsible for furnishing any false or wrong information and the consequences or loss thereof.
14. Disputes, if any, shall be subject to jurisdiction in the Court of Jammu only
15. All statutory payments, like minimum wages prescribed, compensation in case of accident or loss etc, to the workers employed by the tenderer for the removal of the items shall be borne by the tenderer, safety Rules applicable to Contractor's workmen should be strictly followed while working in JKML premises.
16. Any clarification required may be obtained before submission of the tender.
17. JKML reserves the right to cancel this sale at any time without assigning any reason before issue of the sale order. Tenderers are not entitled to claim any damage or compensation in case of such cancellation.
18. Reserve price has been mentioned in the price bid any offer less than the reserve price shall not be entertained.

**19. ARBITRATION:**

- i. In the event of any question, dispute or difference(s) arising under the agreement or in connection there with (except as to matter the decision to which specifically provided under this agreement), the same shall be referred to sole arbitration of the Managing Director, JKML. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Managing Director, JKML or by whatever designation such officers may be called (herein after referred to as the said officer) and if the JKML or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the JKML or the said officer. The agreement to appoint an arbitrator will be in accordance with the arbitration and Conciliation Act, 1996.



- ii.** The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made the under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
  
- iii.** The Venue of the arbitration proceeding shall be office of Managing Director, JKML or such other place as the arbitrator may decide.

Manager (P&S)

**“Annexure-B”**

Managing Director,  
J&K Minerals Ltd.

Ref.: Your Tender Notice No:

Dated:

1.	Name of the Firm / Individuals	
2.	Registration Number, if any, with details of issuing authority	
3.	Postal Address for Correspondence (Please attach copy of Proof)	----- ----- ----- -----
4.	Phone Mobile Fax Number	
5.	Latest GST registration certification (No: _____ dated: _____)	
6.	PAN Card No:	
7.	Banker Details a) Name of the Bank b) Branch and Address c) Nature of Account d) Account Number e) IFS Code f) MICR Code:	----- ----- ----- ----- ----- -----
8.	Details of BID SECURITY	Demand Draft No.: _____ Dated: _____ _____ Issuing Bank : _____

I / We hereby confirm that the information furnished herein above is true to the best of my / our knowledge and belief.

Signature of Bidder with Seal

## **“ANNEXURE- C”**

### **PRICE BID**

#### **FORMAT FOR OFFERED PRICE & DECLARATION TO BE MADE BY BIDDER**

In response to the above invitation of tender for auction of materials by the J&K Minerals Ltd. I/ we am /are quoting our rates enumerated as below.

S. No.	Description	Quantity in Mts	Reserve Price	Price offered per tonne (Offered rate inclusive of basic rate, taxes, transportation and royalty etc., as applicable)
1.	Purchase/lifting of lime stone lying scattered at LSQ, Khrew (Kashmir)	5000 M.T (Approx.)	Rs. 485 / PMT	

I/We also certify that, I / We have understood all the terms and conditions indicated in the tender document and here by accept the same completely.

Signature of Bidder with Seal