



Jammu and Kashmir Minerals Limited
A J&K Government Undertaking
5TH FLOOR, UDHYOG BHAWAN,
RAIL HEAD COMPLEX, JAMMU-180012
CIN: U14107JK1960SGC000240

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TENDER

DOCUMENT

FOR

Hiring of Hydraulic Excavator (Min. 20 Ton)
for Deployment at Parlanka Gypsum Project.

COST OF TENDER Rs 2000/-(Non-Refundable)

INDEX

NOTICE INVITING TENDER

Tender Notice No:

The Managing Director, J&K Minerals Ltd invites e- tender for hiring of hydraulic Excavator on per hour rate basis, from approved and eligible contractors of CPWD, MES, Railways & Govt. Departments of UT of Jammu & Kashmir for the following work in two cover system.

Name of work & Location	Tender Fee	Earnest Money	Last date of Submission
Hiring of Hydraulic Excavator for Mining Operation, (Excavation of Gypsum) at Parlanka Gypsum Project, Ramban	Rs. 2000.00 (Non-refundable)	Details in tender document	28.01.2022 upto 5.00 P.M

The tender forms and other details can be seen and downloaded from the www.jktenders.gov.in and www.jkminerals.com

GENERAL INSTRUCTION FOR CONTRACTORS FOR FORMING PART OF NIT.

The Managing Director, J&K Minerals Ltd invites e- tender for hiring of hydraulic Excavator on per hour rate basis on hiring from approved and eligible contractors of CPWD, MES, Railways & Govt. Departments of UT of Jammu & Kashmir for the following. work in two cover system:

Name of work & Location	Tender Fee	Earnest Money	Total Working hours in a day including Sunday, HSD
Hiring of Hydraulic Excavator for Mining Operation, (Excavation of Gypsum) at Parlanka Gypsum Project, Ramban	Rs. 2000.00 (Non-refundable)	Attach declaration form to be typed on Rs 10 non-judicial stamp paper in lieu of EMD	Eight Hours per day including HSD

- Cover I – refer **clause 12 and clause xiii** of special terms& conditions of work (page 4 & 8).
 - Cover II – shall contain price bid only in BOQ.
 - Cost of Tender Document – Rs 2,000/- {Rupees Two thousand (Non-refundable)} only in the form of Demand Draft drawn in favour of J&K Minerals Ltd, 5th Floor, Udyog Bhawan, Rail Head complex, Jammu-180012 or proof of transferring the amount in the account of JKML.
1. The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
 2. Information and Instructions for bidders posted on website shall form part of bid document.

3. The bid can only be submitted after depositing tender fee along with bid security declaration form to be typed on Rs 10 non-judicial stamp paper in lieu of EMD in favor of J&K Minerals Ltd uploading the mandatory scanned documents such as UTR number of RTGS in favor of J&K Minerals Ltd in following bank account.
 - a. Bank Name: - J&K Bank Limited.
 - b. Branch Name : - Rail Head Complex, Jammu
 - c. Account Number : - 0022010100000072
 - d. IFSC Code: - JAKA0ERAILH.
8. Contractor can upload documents in the form of PDF format only.
9. **The contractor shall quote the rate of excavator per hour (including cost of HSD consumed in an hour), and GST as per statutory rules.**
10. The successful bidders has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 3% against performance guarantee of contract value (Maximum Period of Six Months) in the form of FD/BG/TD/CD from any Nationalized/Schedule bank duly pledged in favour of Managing Director, JKML only. Bank Guarantee in any form shall be unconditional/ irrevocable for a period of six of months.
11. The bid shall be valid and open for acceptance by the competent authority of J&K Minerals Ltd for a period of 90 (ninety) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained.
12. List of Documents to be scanned and uploaded as cover 1.
 - i. Demand Draft drawn in favour of J&K Minerals Ltd, 5th Floor, Udyog Bhawan, Rail Head complex, Jammu-180012 or proof of transferring the amount in the account of JKML
 - ii. Enlistment Order of the Contractor.
 - iii. Certificate of Registration for Sales Tax / VAT/ GST.
 - iv. Certificate of work experience.
 - v. Documents indicating ownership of the machine

13. The hard copies of documents uploaded by contractors should also be submitted in the office of Managing Director, JKML before the last date/due time of submission of tender.
14. Payment shall be released subject to availability of funds.
15. JKML reserves the right of terminate the process of tendering at any time without assigning the reason thereof.

BID SECURITY DECLARATION

(TO BE TYPED ON NON-JUDICIAL STAMP PAPER OF RS.10/-)

Performa for Earnest Money Deposit Declaration

Whereas, I/We
 (name of agency)have submitted bids for

(Name of work):- Hiring of Hydraulic Excavator for Mining Operation,
 (Excavation of Gypsum) at Parlanka Gypsum Project, Ramban

NIT No: _____.

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- 1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.
- 2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.

I/We shall be suspended for two year and shall not be eligible to bid for J&K Minerals Ltd tenders from date of issue of suspension order.

Signature of the contractor(s)

Criteria of eligibility for submission of bid documents

1. The contractor whose bid is accepted will be required to furnish performance unconditional irrevocable bank guarantee of 1.00 lacs within the period specified in Schedule.
2. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
3. The competent authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
4. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
5. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
6. This notice inviting Bid shall form a part of the contract document. The successful bidders /contractor, on acceptance of his tender by the Accepting

Authority shall within 15 days from the stipulated date of start of the work, sign the contract.

Special conditions of work: -

- i. The hydraulic excavator must not be older than 2 years since date of work order.
- ii. The driver /operator must have valid license as on date.
- iii. The vendor has to own the responsibility to provide the service round the clock in case emergency arises.
- iv. The vendor will be available on phone call whenever there is requirement.
- v. The bidder will submit valid RC & other relevant documents at the time of submission of bid.
- vi. If the vendor fails to provide service as mentioned at point iii & iv above, penalty of Rs.2000.00(Rupees two thousand) only will be charged from him and shall be deducted from its Running Bill or any other type of deposit in JKML.
- vii. Operator of excavator will not be allowed to operate excavator in non-healthy condition.
- viii. Consumption of liquor will not be permitted if found at any stage action will be initiated against him under the provision of prevailing laws.
- ix. Log book for excavator shall be maintained & verified by representative of JKML. Log book shall be signed daily by representative of contractor & Mines Manager. Monthly summary of log book shall be countersigned by Mines Manager.
- x. RA Bills/ Final will be prepared duly supported by log book.
- xi. Daily output achieved by excavator to be entered in register & work dairy & jointly signed by representative of contractor and Mines Manager. Monthly summary of output shall be countersigned by Manager Manager.
- xii. During the period of hiring, tools, spare parts, mechanic etc are to be arranged by the contractor. All expenditure towards maintenance of equipment, repair charges, cost of spare parts etc shall be borne by the contractor.

- xiii.** Bidder shall indicate details of Excavator in good working condition required for execution of work in following format in **cover 1: -**
- a.** Brand name of Excavator.
 - b.** Year of manufacture
 - c.** No. of hours run (reached till date).
 - d.** Location presently deployed.
- xiv.** The condition of excavator should be excellent and operator should be also skilled.
- xv.** If the Mines Manager/In charge feels that operator is not skilled to do the job contractor, without any dispute has to change the operator on written instructions from Mines Manager/ in charge within 03 days.
- xvi.** If at any stage Mines Manager/In Charges find that the excavator is not giving the desired output, contractor has to change the excavator immediately on written instruction of Mines Manager in charge within 5 days.
- xvii.** Working shall be 8 hours per day, which is equal to $30 \times 8 = 240$ Hours including Sunday. Project management shall have the powers to utilize the machine as & when required.

PARTICULAR SPECIFICATIONS
&
SPECIAL CONDITIONS

A. GENERAL

- 1) Wherever any reference to any Indian Standard Specifications of BIS occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
- 2) The contractor shall work according to the programme of work as approved by the Mines Manager/ In – charge..
- 3) The contractor shall take instructions from the Mines Manager/ In-charge for stacking of materials at site. No excavated earth or building materials shall be stacked in areas where the buildings, roads, services or compound walls are to be constructed.
- 4) Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the mine and nothing shall be payable to him on this account.
- 5) Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 6) The contractor shall make his own arrangements for obtaining electric connections, (if required) and make necessary payments directly to the department concerned.
- 7) The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Mines Manager/In-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated

manner and shall perform it in proper sequence to the complete satisfaction of Mines Manager/In-Charge. The contractor shall be responsible for any damage due to hindrance caused by him. Contractor shall have to make arrangement for stay of the operator and other staff on his own.

- 8) In case of any technical fault/ breakdown of excavator the contractor shall make the machine functional within three days beyond which penalty @ Rs. 5,000 per day shall be deducted from the payable amount.
- 9) The contractor shall keep sufficient stocks of HSD at the project to ensure uninterrupted working of excavator.
- 10) All the material related to the work execution shall be approved by Mines Manager/In-charge.
- 11) Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Mines Manager/In-Charge. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost. No payment shall be made when the machine is not operated due to natural calamity or any other issue beyond the control of human nature.
- 12) No claim for idle establishment & labour, machinery & equipment's, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 13) Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
- 14) Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
- 15) The contractor should get the approval of sample of materials used in execution of work before the execution.
- 16) In no circumstances, contractor can leave/abandon the work without prior notice (40 days in advance) otherwise he shall be blacklisted/ machine shall be seized and amount of bank Guarantee/ security deposit forfeited and the amount deposited in the chest of JKML and balance payment if any shall not be released rather shall be deposited in the chest of JKML.

- 17) No payment shall be released when machine is not operated due to natural calamity, strike or any other reason as enshrined in the force majeure of tender document.
- 18) The contractor shall have to make his own arrangements for stay of operator and allied staff.

A. FORCE MAJURE

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.

B. 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 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 at Jammu/Srinagar.

C. PAYMENT.

100% Payments of the preceding month shall be released by or before 15th of succeeding month subject to submission of GST Bill duly verified by Mining mate & Mines Manager/In-charge respectively.

D. SAFETY MEASURES AT CONSTRUCTION SITE

In order to ensure safe construction, following shall be adhered for strict compliance at the site: -

- a) The work site shall be properly barricaded.

- b)** Adequate signage's indicating 'Work in Progress – Inconvenience caused is Regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.
- c)** The Mine waste material at site shall be regularly removed on daily basis in the evening before closing the daily work.
- d)** All field officials and the workers must use safety helmets, safety shoes and safety belts.
- e)** Proper MS pipe scaffoldings with work – platforms and easy-access ladders shall be used at site to avoid accidents.
- f)** The machine shall be fully insured along with the operator.
- g)** Any damage to the machine during working at the site shall be borne by the contractor.
- h)** No payment shall be made for the period machine isn't operated due to natural calamity, strike or any other reason as enshrined under clause "force majeure" of the tender document.
- i)** Contractor shall have to make arrangement for stay of operator and others.

The above provisions shall be followed in addition to the provisions of General Condition of Contract.

S. No	Description of Item	Unit	Rate offered	Amount
1.	Hydraulic Excavator (Min. 20T) with driver, fuel, all consumable and non - consumable spares parts maintenance etc.	Per hour	Rate per hour including cost of HSD consumed, GST & other charges	