

J&K Projects Construction Corporation Ltd.



Office Complex, Rail Head, Panama Chowk, Jammu.



Tele: 2473379
Fax: 2472470

E-Mail: jkpccltd@rediffmail.com

NIT No: Jkpccl/P/2010-11/01

Date: 11-03-2010

NOTICE INVITING TENDER

On behalf of the Managing Director JKPCCLtd., J&K sealed tenders affixed with Rs. 5/- (Rupees five) only Revenue stamp in two covers (1st cover containing Earnest money, co. profile with turnover for last three years & Terms & Conditions and the 2nd cover containing Price Bid) are invited for the year 2010-11 from the **major Cement manufacturers having production capacity of more than 900 MT/day** for supply of ordinary Portland Cement (OPC) 43 Grade conforming to IS 8112 of 89 and IS 12269-87 and PPC conforming to IS 1489 of 1976 amended upto date in bags duly ISI marked and tested so as to reach by Registered/ Speed Post/ Courier Services only, the office of the Managing Director JKPCCLtd., Jammu Panama Chowk on or before 7th April 2010 upto 2PM. The rates shall be quoted FOR Rail Head Jammu/ Kathua.

The tender must be accompanied with Earnest Money amounting to Rs. 75000/- (Rupees Seventy Five Thousand only) in the shape of CDR/FDR/TDR valid upto 31-03-2011 from Nationalized/ Scheduled Bank guaranteed by the reserve Bank of India duly pledged in favour of Financial Controller JKPCCLtd., Jammu failing which the tender shall not be entertained or even if the CDR is of lesser amount, it shall be rejected. Any CDR/FDR/TDR/BG etc. lying against any previous tender/contract in this Department shall not be considered for this tender.

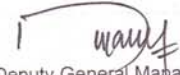
The tender should be valid for acceptance for a minimum period of 90 (Ninety) days from the date of opening of the Price Bid. The detailed tender documents can be had from the office of the Deputy General Manager Procurement Unit, Jammu on or before 5th April 2010 during office hours against payment of Rs. 1000/- (Rupees One Thousand only) in the shape of Demand Draft/ Cash drawn in favour of Deputy General Manager Procurement Unit JKPCCLtd., Jammu along with the valid BIS License duly attested by the Gazetted Officer, in respect of each manufacturers who desires to purchase the tender document.

The tender complete in all respects along with requisite Earnest Money should reach the office of the Managing Director JKPCCLtd., Jammu upto 7th April 2010. The 1st Cover containing Earnest Money, Terms & Conditions, Co. Profile shall be opened either on the same day i.e 7th April 2010 or any other subsequent date in presence of such of the tenderers or their duly authorized representatives who may wish to be present at the time of opening of the tenders. However in case of any holiday/ unforeseen eventuality this office is closed on the date of receipt of the tenders the tenders shall be received on next working day upto 1.00 PM.

The 2nd cover containing Price Bid shall be opened subsequently of such of the tenderers who would have qualified at the time of opening of 1st Cover and have met the eligibility criteria. The date of opening of the Price Bid of the eligible tenderers shall be communicated/ notified separately. The tender document can be downloaded from our website www.jkpccl.com also

QUANTITY : 4,00,000 Bags Apx. OPC 43 G
50,000 Bags Apx. OPC 53 G
1,00,000 Bags Apx. PPC 53 G

NO: Jkpccl/P/2010-11/01
DATED: 11.03.2010


Deputy General Manager
JKPCCLtd., Unit- Proc.
Jammu.

Copy to the:-

1. Commissioner/ Secretary to Government, PWD (R&B), Civil Secretariat J&K, Jammu / Srinagar for information.
2. Managing Director JKPCC Ltd., Jammu for favour of information please.
3. Financial Controller JKPCC Ltd., Jammu for favour of information please.
4. General Manager JKPCC Ltd., Jammu for favour of information please.
5. Director Information Department J&K Govt. with the request that the abbreviated NIT may kindly be got published in two local dailies in English vernacular for Jammu/ Srinagar and in one National Paper having largest circulation.
6. Director, Doordarshan Kendra Jammu / Srinagar for favour of telecasting the NIT free of charge.
7. Secretary, General cement manufacturers association, CMA Tower, A-2E sector 24, NOIDA-201301 New Delhi.
8. M/s J&K Cements Ltd. Nawa 1, Subh complex zero bridge Srinagar-190001.
9. M/s Cement Corporation of India, SCO – 56/57, Sector 17-D Chandigarh.
10. M/s Lakshami Cement, 4-Bahadurshah Zafar Marg New Delhi.
11. M/s Vikram Cement. A unit of Grassim Industries Ltd. Vikram Nagar Distt. Mandasur M.P 58470.
12. M/s Associates Cement Company Ltd. SCO-52/53 Sector A Chandigarh.
13. M/s Birla Cement Compay Post Office Cement Factory Chandigarh.
14. M/s J.K Cement Ltd. Kamala Tower Kanpur-208001.
15. M/s Shree Cement Ltd. 206 Hans Bhawan Bhadurshah Zafar Marg New Delhi.
16. M/s Gujarat Ambuja Cement Ltd. SCO- 42/43 Sector 9-D Chandigarh.
17. M/s J.P Associates Ltd. Cement Division 64/4 Industrial Area Gaziabad U.P.
18. M/s Ultra Tech. Cements (Group of Aditya Birla).
19. All Deputy General Managers JKPCC Ltd., Jammu Province for information please.
20. Master File.
21. Notice Board.
21. Tender file.
22. M/s

A handwritten signature and initials in black ink, appearing to be 'M. S. Singh' or similar, with a checkmark to the left.

NIT No. JKPCC/P/J/2010-11/01 Date 11-03-2010

Name of Company

Company Address

Name of the representative

Phone No. Mobile No: Fax No:

The tender documents received against cash / DD No.

..... Date Amounting to

Rs:

TERMS AND CONDITIONS

1. The tender documents have been issued only to the Major cement manufacturers accredited with IS No: 1489 of 1976 and IS 8112 of 89 amended upto date and valid registration license.
2. The firm should provide the profile of the plant in respect of production capacity, process of production under cover 1st alongwith turnover for last three years.
3. The tender document shall be purchased by cement manufacturers in their name. The tender documents are non-transferable and shall in no case be accepted if submitted by any other than purchaser.
4. Any tender found to have been purchased by the firm which is not a cement manufacturer as per clause-I of this tender document shall be rejected at the time of the opening of tender or at any sub subsequent stage when the same comes to the notice of the Managing Director JKPCC Ltd., Jammu.
5. The tender should be addressed to Managing Director JKPCC Ltd., Rail Head Complex Jammu.
6. The tender should be cast in two covers as under:
 - i. First cover containing earnest money in the shape of CDR/FDR/TDR and containing terms and conditions alongwith valid ISI Mark license duly attested by authorized notary / gazetted officer and profile of the plant in respect of production capacity, process of production list of major clients etc. and superscribed as "A".
 - ii. Second cover containing only unconditional the price bid, affixed with Rs: 5/- (Rupees Five) only revenue stamp and superscribed as "B".

All enclosed in single cover – all superscribed as:

Tender No. JKPCC/P/J/2010-11/01 dt 11-03-2010

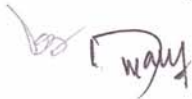
The tender not properly superscribed are liable to be rejected.

Wally

7. The tender should reach by registered post / courier service / speed post only, the office the Managing Director JKPCCL Ltd., Jammu at the above address on or before 7th April 2010 and the offer should be valid atleast for 90 days (Ninety days) from the date of opening of the PRICE BID.
8. The first cover containing earnest money and containing terms and conditions shall be opened at 2.00 PM either on the same day i.e 7th April 2010 or any other subsequent day in presence of such of the tenderers or their duly authorized representatives who may wish to be present at the time of opening of the tender. The 2nd cover containing the PRICE BID of such of the tenderers who would have qualified at the time of 1st cover 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.
9. Rates are to be offered on the original copy to the tender document part "C" PRICE BID issued by the department. The tenderer should also accept the terms and conditions given in the tender document and should put their signatures on each page with the company's stamp and name of signatory in block letters as token of acceptance. Tenderers who will supply stores from different manufacturing units which are in consonance with terms and conditions of NIT should quote separate rates for each unit keeping in view transport / freight charges.
10. The rates quoted should be clear and legible without any over writing or erasure.
11. Corrections or insertions in the tender other than in the rates should be properly initialed.
12. The rates for cement in the tender should be hand written legible in ink or type written without any correction. Tenders written in pencil shall be rejected.
13. The tenderers shall have to quote for OPC/PPC or its equivalent on the tender document strictly in conformity with the terms and conditions of the NIT.
14. Conditional tenders such as "subject to market fluctuation" etc. will not be accepted.
15. If any tenderer downloads the tender document from our website the cost of tender document in the shape of Demand Draft (payable at Jammu) in f/o Deputy General Manager Procurement Unit Jammu is required to be attached with the documents in cover 1st otherwise the tender shall be outrightly rejected.
16. DUTIES AND TAXES:
 - a) The tenderers must clearly indicate the rate/ quantum of Excise duty applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of Excise Duty. They should also indicate their Excise Duty Registration.

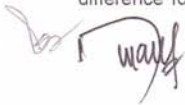
NOTE:

- I. Any statutory increase on account of revision of the State/ Central Government levies during the completion/ Scheduled period of this Contract shall be that of the Department from the date it brought to the notice of the department provided the material is supplied within the delivery schedule of the supply order. Payment for such cost shall be released only on production of the relevant documents of amounting having paid to the Central/ State Government as the case may be. Should there be any decrease in the rates of Cement by any action of the State/ Central Government in the statutory



levies/ taxes, the corresponding reduction shall be applicable to entire supplies from the date these come in force.

17. a) Tenderers who may have running Rates Contract with the DGS&D for such items should indicate so and also enclosed attested copy (ies) of the current Rates Contracts.
- b) Depending upon their performance, Rate Contract holder may receive preference at the time of evaluation of the tender.
18. a) Supplies shall be strictly as per the specification, Terms and Conditions of the Supply Order. Each lot of Cement shall be accompanied by standard test certificates issued by the Manufacturers as per relevant IS Codes.
- b) The Consignee shall conduct the quality test of the product and in such case, the tenderer shall have to nominate a local Representative for drawing of samples from the lots with the Representatives of the Department.
- Joint sampling of each rake by the authorized representative of JKPCCLtd., and the firm immediately on receipt of material and its testing jointly will be witnessed at-
- i) J&K State Material Testing Lab. of Designs Planning & quality contril, Canal Road, Jammu.
- ii) Any of the leading Test Houses in Delhi preferably Testing House, Government of India, National Council for Cement and Building Material (NCCBM) Vallabh Gard, Faridabad, Haryana and / or Shree Ram Testing House Delhi. Charges on account of testing in J&K State Government Laboratory shall be borne by JKPCCLtd., and charges on account of testing in other places/ Testing Houses shall be borne by the firm. In case of variance in test results, the test report of National Test House shall be preferred.
- In case of failure of the firm to depute Representative on account of any reason what so ever it may be, the sample shall be collected by the Departmental Representative and the test results of the samples so collected shall be binding on the tenderers. The tenderers shall have to make good the loss or to replace the rejected quantity by products of proper specifications within a specific period.
- c) The testing charges on account of tests within state shall be borne by the Department and in case of outside state the charges shall be borne by the supplier. In case however, if the test results show the products to be defective, the testing charges along with the cost of defective material not replaced shall be recoverable from the Supplier and such recoveries will be affected from any payment from the amount due to the supplier, CDR/Security lying with the Department or through other remedial measures available under the Law.
- d) Failing to replace the defective / damaged material / shortage within specified period the firm shall have to pay interest to JKPCCLtd., @ 10% (Ten percent) P.A on the value of such material.
19. In case of performance of the supplier / firm is reported un-satisfactory, their tender can be rejected and in that case, the department may procure the material at the risk and cost of the firm / supplier and extra cost involved if any shall be recovered from the defaulter firm / supplier.
20. The tenderers should bear in mind that if it comes to the notice of JKPCCLtd., that they have within the currency of the contract offered a lower rate to any other party within the territorial limits of J&K States, price fall clause shall be applied and proceeding will be started for affecting recovery of the difference for the whole lot out of the outstanding payments of the firm with



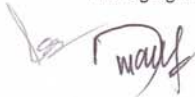
the department / another department in J&K state and recourse to other remedies under law in force. The contractor shall furnish following certificate to the paying authority alongwith each bill for supplies made against the supply order.

I/We certify that there has been no reduction in sale price of the stores identical to stores supplied to the Government under the contract herein and such stores have not been offered / sold by me/us to any person / organization including the purchaser within the jurisdiction of the J&K at a price lower than the price charged under the contract within currency period of the contract.

21. Tender should be accompanied with earnest money in the form CDR/TDR/FDR for Rs: 75,000/- (Rupees Seventy Five Thousand Only) pledged to Financial Controller JKPCC Ltd., Jammu without which the tender shall not be entertained CDR/FDR/TDR already lying with the department against any previous Tender / contract shall not be considered for this tender.
22. The earnest money shall be refunded to the unsuccessful tenderers and will be retained in case of successful tenderers and treated as security deposit to be refunded after successful completion of the contract.
23. 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 addressee shall be forfeited besides recourse to law in force to recover the extra cost if involved in getting the work done through some other agency at his risk and cost.
24. Payment shall be made after receipt and verification of the material
25. The offered rates shall be valid for the complete year up to ending 31-03-2011 or till the next tender is finalized which ever is later.
26. The tenderer have to give full address / phone / fax number at which correspondence is to be exchanged. Letters sent through certificate of posting or by telegrams / fax on the address given shall be considered to have been delivered. No controversy on this account shall be entertained.
27. **PENALTY:** Failure or default on the part of the tenderer to supply of material in accordance with the specifications or within stipulated time or to fulfill all the tenderer liable for payment of liquidated damages upto 10% (Ten percent) of the terms and conditions mentioned herein shall render the value of the contract besides forfeiture of the security deposit and recourses to other remedies under the law in force.
28. As soon as the acceptance of the tender is conveyed to the successful tenderer, the contract shall be final and binding upon the contractor
29. a) Tentative requirement is 4.00 lac bags of OPC 43-Grade, 50,000 bags OPC 53-Grade 1,00,000 bags PPC or its equivalent which can be increased by even up to 100% of the tentative requirement and can be decreased subject to the actual requirement of the corporation. The entire ordered quantity shall be complete as per supply schedule drawn with the corporation at the time of incorporation of the agreement. The tenderers should clearly indicate their capacity to supply cement.


However, this is subject to the requirement of the corporation from time to time. The corporation reserves the right to change this limits. Before placement of order a detailed schedule shall be drawn out and incorporated in the supply order.

- b) The delivery period / schedule is subject to change in the description of the Managing Director JKPCC Ltd., Jammu depending upon the requirement of



the JKPCC Ltd., Jammu or of take by the user units or for any other reason for which suitable extension in the delivery period shall be granted.

30. The Managing Director JKPCC Ltd., Jammu 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.
31. The Managing Director JKPCC Ltd., Jammu shall have the discretion to accept or reject any or all the tenders in part or whole without assigning any reason thereof.
32. The contract shall be in the absolute terms as laid down in the terms here-to-fore. Any losses and wharfage / demurrage due to any delay or improper functioning shall be recovered from the earnest money or through any other remedial measures available to the department. This condition however would get automatically over ruled in case of party agreeing to supply cement delivered.
33. In case of any dispute between the contractor and the consignee the decision of the Managing Director JKPCC Ltd., Jammu shall be final and binding on the tenderer.
34. All the dispute shall be subject to the Courts of J&K state only.


Deputy General Manager
JKPCC Ltd. Proc. Unit
Jammu.

Terms & Conditions accepted in full.

Seal & Signature of the tenderer.