

## **TENDER DOCUMENT**

1.	Name of Work	Supply of 43-Grade Cement (OPC)
2.	NIT No. & Date	06 of 2011 dated: - 16.03.2011
3.	Cost of tender document	Rs.1000/- (Rs. one thousand only) in cash or in the shape of Demand Draft in favour of Deputy General Manager, Housing Unit-III, Jammu.
4.	Last date of sale of tender document	15.04.2011 upto 1600 hours.
5.	Last date of receipt of tenders.	18.04.2011 upto 1400 hours.
6.	Tender receiving/opening authority.	Managing Director J&K Housing Board, Green Belt Park, Gandhi Nagar, Jammu.
7.	Earnest Money	Rs. 50,000 (Fifty Thousand Only)
8.	Tender documents issued to:	M/S _____ _____
9.	Reference to DD No. and G.R.No.	
10.	Date of issuance of tender documents.	

**Deputy General Manager,  
Housing Unit-III,  
Jammu.**

## **OFFICE OF THE DUPETY GENERAL MANAGER HOUSING UNIT-III, JAMMU**

### **NOTICE INVITING TENDER**

NIT No: 06 of 2011

Dt:-16-03-2011

**Name of Work:- Supply of 43-Grade Cement (OPC)**

**Earnest Money:- 50,000/- in shape of CDR/FDR/TDR.**

On behalf of the Managing Director, J&K Housing Board, Jammu/Srinagar, sealed tenders affixed with Rs.5/- (Rupees Five only) Revenue Stamps in two covers (1<sup>st</sup> cover containing Earnest Money, Company profile with turnover for last three years & Terms & Conditions and the 2<sup>nd</sup> cover containing Price Bid) are invited for the year 2011-12 from 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 amended upto date in bags duly ISI marked and tested so as to reach by Registered/ Speed Post / Courier Services only in the office of the Managing Director, J&K Housing Board, A/D Block, Green Belt Park, Gandhi Nagar, Jammu on or before 18-04-2011 upto 02.00 P.M. The rates shall be quoted FOR Jammu and FOR Srinagar and Cement shall be transported by road. The cement shall also be taken to different locations in Jammu and Srinagar as per the requirement of the Deputy General Manager and extra carriage if involved to different other locations shall be paid as per the approved rates. The supplies shall be made directly to Deputy General Manager, Housing Unit-I/II/III Jammu and Deputy General Manager, Housing Unit-I/II, Srinagar as per their demand.

The tender must be accompanied with Earnest Money amounting to Rs.50,000/- (Rupees fifty thousand only) in the shape of CDR/FDR/TDR from Nationalized/ Scheduled Bank guaranteed by the Reserve Bank of India duly pledged in favour of Financial Advisor/ CAO, J&K Housing Board, failing which the tender shall not be entertained or even if the CDR is of the lesser amount, it shall be rejected.

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 Housing Unit-III, Gole Market Gandhi Nagar, Jammu, on or before 15-04-2011 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 Housing Unit-III, Jammu along with the valid BIS License duly attested by the Gazetted Officer, in respect of manufacturers who desires to purchase the tender document. The details of tender can be seen on our website [www.jkhousingboard.com](http://www.jkhousingboard.com)

The tender complete in all respects along with requisite Earnest Money should reach the office of the Managing Director, J&K Housing Board A/D Block, Green Belt Park, Gandhi Nagar, Jammu upto 2.00 P.M. on or before 18-04-2011. The 1<sup>st</sup> cover containing Earnest Money, Terms & Conditions, Company Profile shall be opened either on the same day i.e. 18-04-2011 or any other subsequent date in presence of the tenders or their duly authorize 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 the next working day upto 2.00 P.M.

The 2<sup>nd</sup> cover containing Price Bid shall be opened subsequently of such of the tenders who would have qualified at the time of opening of 1<sup>st</sup> cover and have met the eligibility criteria. The date of opening of the Price Bid of the eligible tenders shall be communicated/notified separately.

**QUANTITY : OPC 43 GRADE 50,000 Bags Apx. for Jammu.**  
**1,00,000 Bags Apx. for Srinagar.**

No. HU/III/434-53

Dated:-16-03-2011.

**Deputy General Manager,  
Housing Unit-III,  
Jammu.**

Copy to the:-

- 1) Principal Secretary to the Government, Housing & Urban Development Department, Civil Secretariat, Srinagar for information.
- 2) Managing Director, J&K Housing Board, Jammu for information.
- 3) Financial Advisor/CAO, J&K Housing Board, Jammu for information.
- 4) Joint 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 one National Paper having largest circulation.
- 5) Secretary, General Cement Manufacturers Association, CMA Tower, A-2E Sector-24, NOIDA-201301, New Delhi.
- 6) M/S J&K Cement Ltd. Nawa-i-Subh Complex, Zero Bridge Srinagar-190001.
- 7) M/S Cement Corporation of India, SCO-56/57, Sector 17-D, Chandigarh.
- 8) M/S Vikram Cement. A Unit of Grasim Industries Ltd; Vikram Nagar District Mandasur, M.P.58470.
- 9) M/S Associates Cement Company Ltd; SCO-52/53 Sector-A, Chandigarh.
- 10) M/S Birla Cement Company, Post Office Cement Factory, Chandigarh.
- 11) M/S J.K. Cement Ltd; Kamala Tower, Kanpur-208001.
- 12) M/S Shree Cement Ltd; 206-Hans Bhawan Bhandursha Zafar Marg, New Delhi.
- 13) M/S Gujrat Ambuja Cement Ltd; SCO-42/43 Sector 9-D, Chandigarh.
- 14) M/S J.P. Associates Ltd; Cement Division 64/4 Industrial Area Gaziabad.U.P.
- 15) M/S Khyber Industries Pvt. Ltd; Khayam Road, Nowpora, Srinagar.
- 16) M/S ACC Limited Plot No. 513, Sector-4, Channi Himmat, Jammu.
  
- 17-20) Deputy General Manager Housing Unit-I/II, Jammu/Srinagar.
- 21) Notice Board.
- 22) Tender File.

## TERMS AND CONDITIONS

1. The tender document shall be issued only to the Major Cement Manufactures 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 1<sup>st</sup> along with turnover for last three years.
3. The tender document shall be purchased by cement manufacturers in their name. The tender document are not –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 subsequent stage when the same comes to the notice of the Managing Director, J&K Housing Board, Jammu.
5. The tender should be addressed to Managing Director, J&K Housing Board, A/D Block, Green Belt Park, Gandhinagar, 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 along with valid ISI Mark License duly attested by authorized 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.....

The tender not properly superscribed are liable to be rejected.

7. The tender should reach by registered post/courier service/speed post only, the office of the Managing Director, J&K Housing Board, A/D Block, Green Belt Park, Gandhinagar, Jammu at the above address on or before 18-04-2011 and the offer should be valid at least for 90 days (Ninety days) from the date of opening of the PRICE BID.
8. The 1<sup>st</sup> cover containing earnest money and containing terms and conditions shall be opened at 2.00 P.M. on the same day i.e. 18-04-2011 or any other subsequent day in presence of such of the tenders or their duly authorized representatives who may wish to be present at the time of opening of the tender. The 2<sup>nd</sup> cover containing the PRICE BID of such of the tenderers who would have qualified at the time of 1<sup>st</sup> cover and have met the eligibility criteria, shall be opened subsequently. The date of opening of PRICE BID of the eligible tenders shall be communicated/notified separately.
9. 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 the 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 tenderer shall have to quote for OPC 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. **DUTIES AND TAXES:**

- a) The tenderers must indicate the rate/ quantum of Excise Duty applicable and payable by them irrespective of the fact whether the quoted price are inclusive or exclusive of Excise Duty. They should also indicate their Excise Duty Registration.

**NOTE:**

1. 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 amounts having paid to the Central/State Government as the case may be. Should there be any decrease in the rates of the 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.
16. 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, Rates Contract holder may receive preference at the time of evaluation of the tender.
17. 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 of the Department.

Joint sampling of each lot by the authorized representative of J&K Housing Board and the firm immediately on receipt of material and its testing jointly will be witnessed at:-

- i. J&K State Material Lab. of Designs, Planning & Quality Control, 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 J&K Housing Board and charges on account of testing in other places/testing House 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 Department 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 borne by the Department and in case of outside state the charges shall be borne by the supplier. In case, however, if the test result 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 defected/damaged material /shortage within specified period the firm shall have to pay interest to J&K Housing Board @ 10% (Ten percent) P.A. on the value of such material.

- 18. In case of performance of the supplier/firm is reported un-satisfactory, their contract can be cancelled 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.

19. The tenderers should bear in mind that if it comes to the notice of J&K Housing Board that they have within the currency of the contract offered a lower rate to any other party within the territorial limits of J&K state, 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 along with 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 contact

20. Tender should be accompanied with earnest money in the form of CDR/TDR/FDR for the Rs.50,000/- (Rs. Fifty thousand only) pledged to Managing Director, J&K Housing Board, 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.
21. 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.
22. 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.
23. The payment shall be made after receipt and verification of the material .

24. The offered rates shall be valid for the complete year upto ending March 2012 or till the next tender is finalized whichever is later.
25. The tender 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.
26. **PENALTY**: Failure of 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 tender 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 recourse to other remedies under the law in force.
27. As soon as the acceptance of the tender is conveyed to the successful tenderer, the contract shall be final and binding upon the Contractor.
28. a) Tentative requirement is 150000(Approximately) bags of OPC 43-Grade be increased by even upto 100% of the tentative requirement and can be decreased subject to the actual requirement of the Board.  
  
b) The delivery period /schedule is subject to change in the description of the Managing Director, J&K Housing Board, Jammu depending upon the requirement of the J&K Housing Board or take by the user Units or for any other reason for which suitable extension in the delivery period shall be granted.
29. The Managing Director, J&K Housing Board, shall be 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.

30. The Managing Director, J&K Housing Board shall be the discretion to accept or reject any or all the tenders in part or whole without assigning any reason thereof.
31. The contract shall be in the absolute terms as laid in the terms here- to- fore. Any losses and 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.
32. In case of any dispute between contractor and the consignee the decision of the Managing Director, J&K Housing Board shall be final and binding on the tenderer.
33. All the dispute shall be subject to the Courts of J&K State only.

**Deputy General Manager,  
Housing Unit-III,  
Jammu.**

**Terms and Conditions accepted in full.**

**Seal & Signature of the tenderer..**