



LIMITED TENDER ENQUIRY No. BNPM/LTE/ TRANSPORTING SERVICES/47/2019-20

Issue Date & Time: 10.04.2019 10:00 hrs.

Closing Date & Time: 11.04.2019 16:00 hrs.

A. Scope of supply: Supply of following items:

S No	Item Description	UoM	Quantity
1	Hiring of 20 Feet closed container for transporting material to Salem	Vehicle	1

B. Vehicle Specification

- 20 feet Single/Multi Axle Metal body containerised truck with twin door rear opening. Net Load capacity is minimum 9 MT.
- Maximum Full Load Speed – 70-80kmph.
- Each Container vehicle should have drivers with valid driving license and medically fit to travel long distances.
- The security product will be transported in any containers with rear opening and provision for two OTL (One Time Lock) and one Padlock locking facility.
- Vehicles reported for consignment loading should have:
 - Valid Vehicle Certificate of Registration
 - Valid Fitness Certificate
 - Vehicle Insurance Paper
 - Vehicle Emission Certificate

C. Terms & Conditions:

1. Documents to be submitted:

- Signed copy of this document (All the pages).
- Filled price details as per the format provided below in this document.
- Micro / Small Enterprise (Certificate issued by MSME)/UAM/NSIC certificate (If applicable).

2. Price: Quoted price for containerised truck shall be inclusive of toll charges. No State entry tax to different states shall be payable. Vehicles should be deployed with national permit. In case of any additional special tax for some specific states (which is over and above the National Permit Tax) the same shall be payable on case to case basis.

3. Required Delivery Schedule: Successful bidder should be able to placed the 20 feet closed container on 11.04.2019

4. Terms of Payment: 100% payment shall be made after successfully delivery of goods and on production of all required documents by the supplier. NEFT/RTGS details shall be furnished along with the Original Invoice.



5. Delivery Address:

**M/s. India Cements Ltd,
Sankari Plant, Sankari west,
P.O Salem District, Tamilnadu- 637303**

6. Taxes: GST will be paid by BNPM directly to authority under reverse charge mechanism.

7. Liquidated Damages (LD): The vehicle shall be supplied as and when required by BNPM. Any delay in the supplying the vehicle there will attract a penalty of Rs. 2,000/- per day. 1 days prior intimation will be given to the bidder for arranging vehicle.

8. Delay in supplier's performance: Time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by BNPM in the contract.

Any delay attributable to the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all the following sanctions besides any administrative action such as (a) Imposition of liquidity damages; (b) Termination of contract for default.

9. Extension of Time: If the contract is delayed in the progress of work by changes ordered in the work, or any clause which BNPM shall decide to justify the delay, then the time of completion shall be extended by a reasonable time.

If at any time during the currency of contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform BNPM in writing about the same and its likely duration and make a request to BNPM for extension of the delivery schedule accordingly. On receiving the supplier's communication, BNPM shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

10. Risk Purchase Clause: If the supplier fails to abide by the terms and conditions of the contract/agreement, or fails to supply the material as per the delivery schedule or any time repudiates the contract,

Procure the tendered item / render service from other agencies at the risk and cost of the supplier. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.

In case of procurement through alternative sources, if procurement price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the supplier.

11. Option Clause: Bidders may note that, quantity of up to 50% (maximum) of the total ordered quantity against this enquiry may be considered for repeat order within a period of 6 months from the date of completion of last supply made in the PO ordered against this enquiry at same terms & conditions.



- 12. Settlement of Disputes through Arbitration:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after their completion except accepted matters shall be settled through arbitration process as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Mysore, Karnataka.
- 13. Legal Jurisdiction:** The Courts of Mysore (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out of or in respect of the contract.
- 14. Force Majeure:** In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by BNPM in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- 15. Fore-Closure Clause:** If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.
- 16. Rights of Rejection:** BNPMIPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever. The enquiry can be rejected on national security grounds.



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17.Price Bid Format:

Sch. No	Material Description	UOM	Vehicle Quantity	Unit Price (INR)	Total Value
A	B	C	D	E	F=(E*D)
1	Hiring of 20 Feet closed container for transporting material to Salem	Vehicle	01		
Total Value in World{					

1. GST Rate:.....

2. **Taxes:** GST will be paid by BNPM directly to authority under reverse charge mechanism.

Note: Evaluation shall be carried out basis schedule wise (item-wise) price quoted by the bidders, unless any other method of evaluation is specifically provided in the enquiry.



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We hereby confirm that

1. We accept all the terms & conditions mentioned in the enquiry.
2. GST will be deposited direct to authority under reverse charge mechanism (RCM) .
3. HSN Code: Item 1) ;
4. GST registration status: Unregistered / Compounding / Registered.
5. Delivery period: 11.04.2019
6. Bid validity: 30 days from date of closing of tender including extensions/corrigendum's (if any).
7. Bank Details: Acc. No.; Bank Name:; Branch name:; Branch Code:; IFSC:
8. MSME / NSIC status: (If yes, then supporting document to be submitted along with the offer)
(Please fill above: MSI – For Micro Enterprises; SSI – For Small Enterprises; MED.SI – For Medium Enterprises; NSIC – For National Small Industries Corporation regd. firm)

Signature of bidder:

Name of the Firm:

Seal of the firm:

GST No.:

