

TENDER DOCUMENT

**TYRE RETREADING, PATCH / CUT REPAIR FOR OTR TYRES OF SIZE
27.00 X 49, Bias, 48PR, E-4**

For BEML BH100 (100 TON) Dumpers

Working at various Central Coal Fields Projects

1.0 Last date&time of receipt of filled- in offer : 12.11.2020 at 3.00p.m.

2.0 Date&time of opening of Technical Bid : 12.11.2020 at 4.00 p.m.

3.0 EMD : Rs 160000/-

Please go through the instruction and submit your bid in Online SRM Open two bids System complete in all respects **on or before 03.00p.m. on 12.11.2020.**

This Tender Document contains 22 Pages including this page

BEML LIMITED

(A Government of India Undertaking)

206/D-1, Bhagirathi (Behind NCC Campus)

Rameswaram Colony, Bariatu Road, Ranchi- 834 009, Jharkhand

Phone: 0651-2540710, Fax: 06512540624, GST No: 20AAACB8433D1ZC,

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NOTICE INVITING TENDER

RATE CONTRACT FOR RETREADING AND REPAIR OF OTR TYRES

Tenders are invited in e- mode/online for entering into a contract of retreading and repairs of 100 ton dumpers tyre from a reputed re-treaders & repairers of OTR tyres having their own work facilities for RETREADING AND REPAIR OF OTR TYRES of HEMM.

Tender is in two bid system i.e. Technical bid and Price bid; where-in bidders are strictly required to submit their bid online through BEML e-procurement / SRM portal. No offline bid will be considered and will summarily be rejected. For any clarification please communicate through admin.srm@beml.co.in / mrs@rm.beml.co.in or 080-22963269 / 0651-2540710.

The size-wise description and anticipated quantities are as under:

SL.NO	TYRE SIZE	QUANTITY (IN NOS)	PERIOD
01)	27.00 X 49 – 48 PR	63 Nos.	02 years

Followings are the general requirement for participating in the tender:

- EARNEST MONEY** : A Sum of Rs.1,60,000/- (Rupees One Lakh and Sixty Thousand only) is to be deposited as earnest money for participating in the tender. The EMD may be deposited through online transfer facilities/ Demand Draft/ Bankers Cheque, however scanned copy of counterfoil / receipt / proof of deposit to be uploaded at e- tender portal along with requisite documents pertaining to technical bid. BEML Limited reserves the right to permit the filing of tender after confirmation of receipt of the deposited money from Accounts department, BEML Ranchi.

Following details to be utilized for transferring the EMD amount to BEML bank account.

Account no : 11048999662
 Bank/ Branch : STATE BANK OF INDIA, LALPUR BRANCH
 IFSC Code : SBIN0012623

- Any bid without earnest money will not be considered for participation**: The earnest money deposit shall not bear any interest. The earnest money shall be refunded to the unsuccessful bidders after finalization and award of contract.
- VALIDITY OF THE OFFER** : Offer quoted must be valid for 180 days from the date of opening of tender. However, the price offered will be valid for the entire 2 years of rate contract period.
- TIME AND DATE FOR TENDER SUBMISSION AND OPENING** :
 - Submission: On or before: 12/11/2020 up to 3.00 PM.
 - Tender Opening: On : 12/11/2020 at 4.00 PM.
 - Opening of price bid will be intimated later to the bidders whose bid is technically qualified.



The closing date of Tender submission will be extended in case of number of Bids received less than three by **13:00 hours** of the last date of bid submission date; same will be initially extended by two days including Sunday/ Public Holiday for first extension and thereafter for five days for second extension including Sunday/ Public Holiday, maximum one time extension after first extension will be applicable. In case, closing date of tender falls on Sunday/ public holiday, next working day will be considered to open the tender. In case, three Bids are not received after granting the above extensions, the tender shall be opened without any further extension. Also, in case, we receive three bids after first extension, no further extension will be given for bid submission.

5 DIGITAL SIGNATURE: To participate in this E- tender, bidder should have a valid class 3 (ORGANIZATION) Digital signatures with signing & Encryption certificates issued by authorized certifying authority to submit the bid in our SRM e- procurement system.

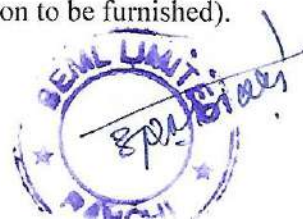
6 a).INTEGRITY PACT: Bidders who are interested to participate in this tender are required to enter into an "Integrity Pact". The integrity pact envisages an agreement between the prospective vendor/bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The integrity pact (I.P.) duly signed and sealed as detailed in Annexure-A, to be uploaded in BEML SRM system while uploading the technical bid. Two witnesses are also required to sign clearly indicating their name and address at the specified place in the integrity pact. The specimen of the integrity pact which is part of tender documents is enclosed at Annexure-A.

b). Please refer to the tender documents uploaded as attachments in the collaboration folder which can be accessed by clicking on the "Technical RFx" tab.

TERMS AND CONDITIONS

1.GENERAL CONDITIONS: The bidder should specify the address of their re-treading/repair plant from where the te-treading/repair job will be done. In addition, following details are to be mentioned clearly in the technical Bid:

- a).Name and address of the bidder with e-mail and phone number.
- b).Ownership status of bidder: (whether Proprietorship, Partnership, Pvt/Public Limited Company etc) (copy of the deed/ relevant documents pertaining to ownership status, duly attested & stamped to be furnished)
- c).Details of Registration / Enlistment with Govt./Semi Govt. Organization / Govt undertaking organization etc. towards carrying out similar type of work.
- d).Certificate of registration a per statutory requirement under Contractor Labor Laws as may be applicable :(Self Attested copy of certificate of Registration to be furnished).



- e).If registered with BEML Limited quote vendor code/ Registration numbers.
- f).Please quote the price details in 'Price Bid' in the system only against the respective items provided therein. Price bid will be opened only after scrutiny of the Technical bid. Price bid will be opened, whose technical bid is technically qualified.
- g).The bidder should accept all the terms and conditions of the tender and in this regard, scan copy of complete tender document duly sealed and signed by the authorized representative of the Bidder, to be uploaded along with technical Bid. Power of attorney/authorization letter on the company letter head signed by company's owner /proprietor /partner/managing director indicating the person name and his /her specimen signature as a signatory of this said tender documents on behalf of the company, should be uploaded along with technical bid.
- h).Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement. For any further details required, Tender issuing officer of BEML Limited, may be contacted in person or by sending e-mail: admin.srm@beml.co.in / mrs@rm.beml.co.in or over phone at: 080-22963269 / 0651-2540710.
- i).BEML reserves the right to assess the capacity and capability of the parties at time of work order finalisation. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L-1, then the offer is liable to rejected. BEML Limited decision in this regard shall be final and binding.
- j). The bidders are required to enter the price and taxes for all the items listed in the 'Price Bid' in the SRM System. The price should be quoted after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.
- k).The GST shall be excluded from the rates, which will be paid extra at the applicable rate. Copy of the GST registration certificate to be uploaded along with technical bid.
- l).In the event of furnishing false information / incomplete information, the offer(s) shall be rejected.
- m).BEML Limited shall not be responsible for any acts and omissions of the staff of bidders and liabilities arising out of the acts and omissions as such will be borne by the bidders.
- n).BEML Limited may ask for shortfall documents, if required, during the evaluation of the technical bids. Request for shortfall documents and the response shall be through E-mail – mrs@rm.beml.co.in and no change in the prices of the bid shall be sought, offered or permitted. Only one time clarification on shortfall documents may be asked from the bidder.
- o)All pages of Tender Document shall be signed and sealed by the tenderer and upload along with technical bid. The decision of BEML Limited will be final and binding in finalizing the offer.



OTHER INFORMATIONS:

The intending Tenderers should note the following:

- a) Offer should be submitted within the stipulated time. The offer submitted after due date and time shall be liable for rejection and our SRM portal will not accommodate such quote. No further extension in due date will be made after two extensions, if required, for any delay in submission of quote.
- b) Postal transactions for issue of Tender documents or receipt of filled in Tender document shall not be entertained.
- c) Successful tenderers should have registered with sales tax authorities of the Jharkhand state government.
- d) BEML LIMITED, Ranchi may refuse issue of Tender document to any applicant and is not bound to accept the lowest Tender offer and reserves the right to reject any or all tenders, or to accept wholly or partially any of the Tenders without assigning any reason whatsoever.

2.. **ELIGIBILITY OF BIDDER:** The bidder should be proven source. They must have retreaded & repaired 27.00 x 49 size of OTR tyres or higher size OTR tyres for CIL/ CIL Subsidiaries / Govt. Undertaking / Govt. Department. Bidder are requested to submit self attested copies of such regular orders / rate contracts received from above organization along with work completion certificate in support of their credentials. Without such documents, bidder's offer will be considered as technically disqualified. Bidders are required to submit all the documents as asked in this tender along with technical bids.

3. **FACILITIES OF RETREADING & EXPERIENCE :** The bidder should have complete facilities on their own along with longstanding experience and experienced technicians and should be capable of delivering quality re-treading/ repair for high performance of re-treaded tyres. Address of their facility along with a list of technicians/engineers name, qualification and their experience in the similar kind of job in years are required to be submitted along with technical bid.

4. **SOLVENCY CERTIFICATE & FINANCIAL TURNOVER:** Bidder are requested to submit Solvency Certificate, to the extent of minimum Rs 16 lakhs, issued by any commercial bank in India along with the technical bid. Bidder has to submit three years audited balance sheet and profit & loss statement i.e. for the FY 2016-17, 2017-18, 2018-19 along with IT return for the FY 2016-17, 2017-18, 2018-19.

5. TECHNICAL RESOURCES :

Following details are required to be submitted along with the technical bid:

- a) Details of technical-collaborations/agreement, if any.



- b) List of Plant and Machinery available with the firm mentioning make, capacity, date of purchase etc.
- c) List of technician/technical hands available with the firm with their qualifications and experience for the re-treading and repair job.
- d) Availability of testing facilities such as equipments/lab etc. for re-treading/repair tyre.
- e) Details of re-treading/repairing process with raw materials to be used by the bidder during re-treading & cut repair of the tyres.
- f) Installed capacity for re-treading of OTR tyres of 27.00 X 49-48 PR size, which can be spared to BEML Limited i.e. number of tyres that can be re-treaded against this tender per month.

6. PAST EXPERIENCE & PERFORMANCE:

Bidder should have experience in such kind of job. Bidder should have concluded or executed rate contract/work order for the similar type of work with CIL or any subsidiaries of CIL or other Public sector Undertaking/ Govt. Organization, self-certified photo copies of rate contract/work order must be enclosed along with technical bid.

Bidder has to upload details on Past Experience with CIL or its subsidiaries and any other Govt Organization / Govt. undertaking firms in respect of re-treading/repair of OTR tyres and the work completion certificate along with the technical bid.

a) Details of similar work executed during past three years :

YEAR	ORGANISATION/ FOR WHICH WORK WAS EXECUTED.	WORK ORDER REFERENCE AND DATE	VALUE Of Work (IN RS)	WORK DESCRIPTION.	DATE OF WORK START AND COMPLETION(WORK COMPLETION CERTIFICATE TO BE UPLOADED)

Upload copies of: (i) Work order/Rate Contract.



b) **Details of similar work, presently in hand:**

Bidders are also required to be submitted details on similar work, presently in hand as per the following tabular format.

YEAR	ORGANISATION FOR WHICH WORK WAS EXECUTED	FOR WAS	WORK ORDER REFERENCE AND DATE	VALUE OF WORK	WORK DESCRIPTION	DATE OF WORK START

Attach copies of: (i) Work order / Rate Contract.

7. DELIVERY PERIOD :

The re-treading/repair of tyres is to be completed and delivered at site within 21 days from the date of collection of tyre from CCL project site, which is including Sundays and holidays. Re-treaders / repairer has to make necessary arrangement for safe collection of tyre from CCL site and also to make necessary arrangement for loading into suitable vehicle for transporting the same to their facility for retreading/repair the tyre, within 7 days (including Sundays and holidays) from the date of sign of joint inspection report between BEML Limited, retreading/repairing company. All requisite documents while collecting the tyres and also arrangement of loading, unloading at their facility and necessary transportation to be arranged by re-treader/repairer.

Considering the delivery is the essence of service requirements, vendor has to honour and maintain the delivery period as per contract terms, failing which quantity reduction/ closure of contract will be the discretion of BEML Limited.

8. TRANSPORTATION & TRANSIT INSURANCE: To and fro transportation of the tyres & transit insurance shall be the responsibility of the re-treader/repairer at their own cost and risk.

9. PERFORMANCE GUARANTEE / WARRANTY OF RETREADED TYRE: The re-treaded tyre must carry Performance Guarantee / Warranty of minimum 2500 working hours of retreaded tyres. In case of premature failure below 2500 working hours, the tyre should be re-treaded free of cost by the retreading company.

10. PERFORMANCE GUARANTEE / WARRANTY OF CUT REPAIRED TYRE: The repairer should stand for a Performance Guarantee/Warranty of 2500 working hours of repaired tyres & for any defect arises during working period on account of repair process the tyre should be repaired free of cost by the tenderer to complete life of 2500 working hours. In case of premature failure, joint inspection to be done immediately within 4 days (including Sunday and holiday) from the date of intimation by BEML Limited. Thereafter, repairer has to arrange repairing of tyre under warranty which is required to be completed and delivered to the concerned project site within 21 days from the date of collection of item from CCL project site. Repairer has to collect the tyre from CCL site within 7 days (including Sunday and holiday) from the date of sign of joint inspection by BEML and repairer.

11. SECURITY DEPOSIT: Security Deposit will be 10% of the awarded total Rate Contract value which is including taxes and duties. The amount of Security Deposit will have to be deposited by the successful bidder within 15 days from the date of receipt of Rate Contract/Work Order in the form of

a) Demand Draft from any commercial Bank in India, drawn in favor of Bempl Limited, payable at Ranchi. OR



b) Bank Guarantee from any commercial Bank in India valid for a period of 36 months from the date of issue of work order OR

C) Online transfer i.e. NEFT or RTGS to BEML Limited bank account which is as below:

Account no : 11048999662
 Bank/ Branch : STATE BANK OF INDIA, LALPUR BRANCH
 IFSC Code : SBIN0012623

This security deposit will be considered as performance bank guarantee. The security deposit/performance bank guarantee will be valid for 36 months from the date of rate contract/work order.

The Security Deposit/performance bank guarantee shall be released on successful completion of rate contract/ Work order. BEML Limited will have the right to recover/adjust/encash the performance bank guarantee/security deposit amount in case of unsatisfactory performance against the rate contract/work order. Decision of BEML Limited will be final and binding in this regard.

Earnest Money Deposit shall be refunded to the successful bidder on receipt of Security Deposit.

12. PENALTY / LIQUIDATED DAMAGE / PERFORMANCE CLAUSE : In case of failure to deliver the retreaded/repared tyres at site within the stipulated period in accordance with the terms and conditions of the rate contract/Work order, BEML Limited will have the right to recover from bidder's bills a liquidated damage @ 0.5% per week(even a delay in supply by 1 day, liquidated damage will be considered/calculated as delay in supply of 1 week) thereof subject to the maximum of 10% of the retreading/repair charges(excluding taxes and duties) for those tyres only which have been delivered late.

Performance of this rate Contract/Work Order, in respect of various clauses, shall be monitored closely by BEML Regional office, Ranchi on regular basis. Any failure on your part shall follow the action, such as imposition of LD, forfeiture of EMD/Security Deposit or Encashment of Bank Guarantee, retreading of OTR tyres from other sources at your risk and cost, short closure of Work Order as per terms and condition of this Contract.

13. PAYMENT : 100 % payment shall be made within 30 days from the date of submission of invoice along with original documents of followings.

- Joint inspection report of tyre inspected, duly signed by BEML and retreading/repairing company representative.
- original document relating to collection of tyre from CCL project site with gate pass
- delivery challan for the dispatch made (while receiving items by retreader/repairer and also while return by retreader/repairer) and acknowledged by CCL/BEML representative.
- Final inspection report with satisfactory condition after necessary repair/retreading job by retreader/repairing company,
- Inspection and acceptance certificate at site signed by BEML and retreading/repairing company representative for the retreaded / repared tyres.
- Proof of payment of taxes, which are claimed in invoice, while submitting the bills/invoice. Three Copies of Original Invoices should be submitted (Ink-Signed) along with above documents.



14. TAXES : Self-authenticated and stamped copy of GST Registration should be furnished along with Technical bid.

15. PRICES/ RATES :

a) Bidder should quote their lowest rate for retreading which includes repair of minor injury / cut repair (if any) in **Price Bid** only as per format of price bid of this tender document.

b) The rates quoted should be firm and final. Applicable GST or any other taxes and duties should be indicated separately to arrive at net landed cost.

c) Taxes will be reimbursed to retreader/repairer by BEML Limited against proof of actual payment paid, furnished along with invoice by retreader/repairer.

d) To and fro transportation charges between CCL project site and bidder's facility where bidder will undertake suitable repair or retreading job and also transit insurance charges will have to be arranged & borne by the bidder.

16. PRICE FALL CLAUSE: The rates quoted/ charged for retreading/repairing of tyres under this contract will in no event exceed the rates at which the tyres are retreaded/repared by the retreader/repairer for any organization/Individual. In such an event, the party should immediately inform BEML Limited about the lower rates quoted/charged and the reduced rates will be applicable for this Rate Contract/work order from the date of quoting/charging the rates to other customers.

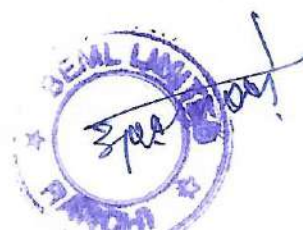
17. VALIDITY:The rates offered in Price bid should be valid for a period of 2 years from the date of the Rate contract/work order. However the contract can be short closed as per terms mentioned in the clause CANCELLATION.

18. SCOPE OF WORK: This is a long term contract for a period of 2 years for tyre Retreading/repairing operation.

(a) **Inspection & selection of tyres:** Successful Bidder will depute their representative for joint inspection along with BEML Limited representative for selection of tyres lying at different Opencast Mines of CCL within 4 days(including Sundays and holidays) on receipt of intimation from BEML Limited. This intimation for inspection of tyre will be sent by e-mail or by post. Site inspection and selection of tyre is to be done free of charge at different Opencast mines of Central Coalfields Limited(CCL).

(b) **Collection of tyres for re-treading:** On selection of tyres based on joint inspection by BEML, retreader/repairing company representative, bidder should take action for collecting the re-treadable/repairable tyres from CCL project to their works within 7 days from the date of sign of joint inspection report for re-treading/repair of tyre by arranging the necessary transportation from their end. To and fro transportation charges, transit insurance & any other cost shall have to be arranged and borne by the bidder. BEML shall try to assist for obtaining available facilities from CCL for loading and unloading of tyres at site. However responsibility of loading and unloading remains with Bidder.

(c) **Re-treading of tyres:** On receipt of the tyres at the Bidders works, the tyres should be thoroughly buffed/dressed and cleaned for re-treading. For delivering high performance, the retreader should use good quality of rubber and other related materials for re-treading. Re-treading process should be on full circle non-directional mould. Tread pattern should be deep tread with mine grip. The size-wise parameters to be maintained are as given after retreading/repairing as below:



SL,NO	SIZE	DESCRIPTION OF PARAMETERS
1)	27.00X 49 - 48 PR	OD= 106.42" (Overall) Section Width 30.12" Tread Width 27" Tread Depth 2.72"

In case, any of the tyre selected for retreading is having injury / through cut, then tenderer / retreader are required to repair through cut upto 150 mm size on free of cost basis.

The tyres so re-treaded should have **shore hardness** of 62 to 65. On completion of the re-treading, hardness is to be checked and certified by the re-treader in their **Delivery Challan/bill**.

(e) **CUT REPAIR:**

- i. In case of the tyre selected for retreading is having injury/ through cut, then selected bidders are required to repair through cuts free of costs irrespective of number of cuts of any depth.
- ii. For the repair of through cut up to 150mm on any size, no extra amount shall be paid as per the rate contract/work order. The same rate will be applicable for onsite repair as well.
- iii. Certification of cut length: The selected bidder / repairer on inspection of tyres should measure cut length & record in Joint Inspection report (JIR) before lifting of tyres. The length of cut will be measured jointly from "one side of the top ply to the other side of the top ply lengthwise on straight line" at the casing only.

(f) **QUALITY:**

- i. The selected bidder should ensure repair of cut by fixing the proper size of best quality patch, filling the best quality of rubber/ material with necessary curing to complete the repair. Proper testing after repair for quality has to be ensured.
- ii. The tyres so re-treaded should have **shore hardness** of 62 to 65. On completion of the re-treading, hardness is to be checked and certified by the retreader in their Delivery Challan/ bill.
- iii. Following are the standard dimensions to be maintained after retreading including of repair if any.

SL.NO	SIZE	OD(Overall)	Overall width	Tread Depth
1)	27.00x49 -- 48PR	2700+/-15 mm	765+/-10 mm	70+/-1 mm

(g) **Tyre O- Ring:** Each retreaded tyre must accompany suitable size and best quality O- Rings for fitment of tyre on the rim.



(h) **FAILURE INSPECTION & SETTLEMENT OF WARRANTY:** In case of premature failure within the warranty period, a joint inspection shall have to be carried out by the authorized representative of the retreader/repairer along with BEML Limited representatives to ascertain the cause of failure. This inspection shall be carried out within 4 (Four) days from the date of intimation by BEML Limited. On the merits of failure, warranty is to be decided jointly. Warranty accepted tyres should be collected, retreated / repaired & delivered at the Project site within 21 days from the date of collection of tyres, free of cost including transportation & transit insurance. If retreader/repairer fails to retread/repair the failed tyre and delivered at site under warranty within 21 days from the date of collection of tyres, further continuation of work order/rate contract will be suspended till warranty claims are settled. Further retreading/repairing cost of such tyre, for which alternate arrangements are made by BEML Limited, will be deducted from the Bidders Bills/bank guarantee/security deposit.

(i) **TECHNICAL SUPPORT & SERVICE:** In addition to normal after sales service, the repairer will render technical support and services to ensure proper usage, maintenance and performance analysis statistics to ensure committed life of individual tyres as per rate contract/work order.

The technical personnel of the tyre repairer/retreader shall visit the CCL project/mines sites fortnightly basis. They shall make a survey of all the tyres repaired by them make to ensure proper usage, maintenance, performance analysis etc. A joint inspection report shall be drawn out which shall be signed by the BEML Limited, retreader/repairer representatives. Copies of the reports should be submitted to Regional Manager Ranchi, on fortnightly basis. The joint inspection report will be as per standard format as given below: -

Project	Tyre Sl.No.	Dt. of collection	Dt. of delivery	M/c No.	Dt. of Fitment & HMR	Dt. of Removal & HMR	Hrs. after retreading/repairing	Remarks

19. OTHER GENERAL TERM & CONDITIONS:

- a). The bidder should contact the tendering authority and verify the facts in case of any doubt or confusion before the due date of submission of tender.
- b). BEML reserves the right to increase or decrease the quantity projected depending upon the actual requirements from time to time.
- c). BEML reserves the right to reject any offer or all the offers without assigning any reason whatsoever. BEML also reserves the right to distribute the work to more than one Bidder.
- d). The Bidders are required to submit their most competitive offers for all the works detailed in Tender document. Partial offers will not be acceptable
- e). Submission of Tender document, after due date and time are liable for rejection.
- f). Successful Bidder will have to get them registered with respective statutory authorities of the state/central government in connection with various taxation & statutory aspects for the work allotted by BEML Limited.
- g). BEML Limited reserves the right to accept or reject any or all offers or in full, without assigning any reason whatsoever, at its sole discretion and no correspondence in this regard will be entertained.



h).Materials issued to retreader/repairer for retreading/repairing job shall have insurance cover. It can be covered in general insurance for all materials received from CCL mines site. The scope of insurance coverage will be loss of damages to materials dispatched to retreaders/repairing company and /or at their premises due to:

- i) Whilst in transit (both ways) as per the ICC(A) class.
- ii) Fire and allied perils as per standard fire and special perils policy with earthquake extension.
- iii) Burglary, theft, hold up, decoit and robbery
- iv) Accidental breakage including accident to carrying vehicles.
- v) Infidelity of the retreaders/repairer including absconding.

This insurance to be covered for a minimum value of Rs 10 lakhs. This insurance cover to be submitted within 15 days from the date of work order/rate contract

Retreaders/Repairers shall be responsible for the safe custody of the tyres and any other items, collected from CCL project site and any loss due to theft etc. shall be made good by the retreader/repairer.

20. INDEMNITY BOND: Successful Bidder should indemnify BEML Limited against any loss, damage, deterioration of the material (tyres) during the period it remains in their possession.

21. BID EVALUATION: Bid Evaluation will be done after considering Installation Capacity, Work Experience & Total Landed price of Tyre Retreading & Cut / Patch Repair of different size including all taxes & duties.

22. CANCELLATION: BEML reserves the right to cancel the order or any part thereof on the following reasons.-

- a. The bidder fails to comply with the terms of the order.
- b. The bidder fails to deliver the goods in time.
- c. Substandard quality of re-treading and repair.
- d. The retreaded/repared tyres do not give desired performance.

23. FORCE MAJEURE: If the execution of work is delayed beyond the period stipulated in the work order as a result of outbreak of hostilities, declaration of an embargo or blockage, fire, flood, acts of other nature or any other contingency beyond the contractors control, due to the act of the God, then BEML LIMITED may allow such additional time by extending the delivery period as it considers to be justified by the circumstances of the case and its decision shall be final. If any additional time is granted by BEML Limited, the work order shall be read and understood as if it has continued from its inception of the delivery date, as extended.

24. ARBITRATION: All the disputes and differences arising out of or in any way touching or concerning the contract shall be referred to the sole arbitrator appointed by the General Manager/ (Service)/Head(Service), BEML LIMITED, or any official nominated by him, on his behalf. No objections shall be taken on the ground that he has or had to deal with the matters to which the agreement of the references relates or that in the course of his duties he has dealt with or expressed views on all or any of the matters covered by the reference. The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.



25. JURISDICTION: For all disputes arising out of this contract, the jurisdiction shall be in the Court of Ranchi, Jharkhand.

26. DUE DATE: The completed tenders will be received upto 3.00 PM on xx/xx/2020 in the ONLINE / SRM PORTAL Technical Bid will be opened on the same day at 4.00 PM. Bidder who's Technical Bids are found acceptable after scrutiny by BEML Limited will be intimated about date of Price Bids opening.

27. ACCEPTANCE: Bidders are required to refer to the above terms and condition and accept the same for qualifying in Technical Bid for opening of their price Bid. Bidder shall give acceptance for all NIT/Tender documents terms and conditions by uploading complete NIT/Tender document copy duly signed and sealed in each page along with technical Bid.

PRICE BID: PART-II

(ATTACH IN DUPLICATE)

The Price Bid should contain firm rates for re-treading including repair of minor injury with patch and cut repair for the sizes mentioned in the following format:

SL.NO	TYRE SIZE	COMMITTED TYRE LIFE	RETREADING CHARGES PER TYRE INCLUSIVE OF CUT REPAIR (in Rs.)	GST OR ANY OTHER TAX (in %)	GST OR ANY OTHER TAX (in Rs.)
1)	27.00 X 49 – 48 PR	2500 HRS			

- The Price/charges quoted should be inclusive of Transportation, Transit insurance etc.
- GST amount to be quoted separately.
- Details of applicable GST in % and amount in Rupees to be indicated. Reimbursement will be production of documentary evidence only.

SIGNATURE OF THE TENDERER WITH SEAL



(To be executed on plain paper and applicable for all tenders of value \geq Rs 1 Crores)

INTEGRITY PACT

Between

BEML Limited (BEML) hereinafter referred to as "The Principal"

and

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:



- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Enclosure**.



- e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors



- (1) The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible **Independent External Monitor** for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-



binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.





Signature

Signature

Name -----

Name -----

(Office Seal)

(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1 :

Signature

Signature

Name & Address -----

Name & Address -----

Witness 2:

Witness 2:

Signature

Signature

Name & Address-----

Name & Address -----



Enclosure to Integrity Pact (Annexure A)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed **Application-Form** available on www.bemlindia.com.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.



2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.



CHECKLIST FOR SCANNED COPY OF DOCUMENTS TO BE SUBMITTED BY BIDDER

Sl. No.	DESCRIPTION
1)	Solvency Certificate, Audited balance sheet & profit & Loss statement for FY2016-17, 2017-18, 2018-19, IT return for the Financial year 2016-17, 2017-18, 2018-19((as per terms and conditions clause no:4)
2)	Certificate of Registration under Labor Laws (as per terms and conditions clause no(1).
3)	List of Plant & Machinery(as per terms and conditions clause no:5).
4)	List of Technicians (as per terms and conditions clause no:5).
5)	List of Testing facilities (as per terms and conditions clause no:5)
6)	Details of Retreading/repairing process(as per terms and conditions clause no:5)
7)	Details of installed capacity(as per terms and conditions clause no:5)
8)	Details of work executed. (as per terms and conditions clause no:6).
9)	Documentary proof for qualifying the eligibility criteria. (as per terms and conditions clause no:2).
10)	EMD (as per clause no:1).
11)	Delivery period (as per terms and conditions clause no: 7).
12)	Performance guarantee/ warranty. . (as per terms and conditions clause no:9 & 10).
13)	Ownership Status (as per terms and conditions clause no:1).
14)	GST Registration certificate. (as per terms and conditions clause no:1)
15)	Upload of signed and sealed copy of NIT as acceptance of all terms and conditions of this NIT (as per terms and conditions clause no:1)
16)	Integrity pact to be uploaded as per Annexure A along with technical bid (page no 14-21)

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