
**APPLICATIONS INVITED
FOR
APPOINTMENT OF DEALERS
FOR
BHEL MAKE CONSTRUCTION EQUIPMENT
SALES & MARKETING,
AFTER SALES SERVICE AND SPARE PARTS BUSINESS
FOR**

Northern Zone	Eastern Zone	Southern Zone
Delhi	West Bengal	Andhra Pradesh
Haryana	Bihar	Kerala
Jammu and Kashmir	Jharkhand	Tamil Nadu
Himachal Pradesh	Orissa	Andaman and Nicobar
Uttar Pradesh	North East 8 states	Lakshadweep
Punjab		Puducherry
Uttarakhand		

Equipment Models:

Bulldozers	BD50, BD65-1, BD80, BD85 & its variants
Excavators	BE75, BE220G, BE300 & its variants
Wheel Loaders / Backhoe Loaders	BL9H, BL200-1, BL30-1 & its variants
Motor Graders	BG605I, BG405A & its variants

Note: Separate applications to be submitted for each Zone

1.0 Introduction:

BEML Limited established in 1964, is a leading multi-technology and multi-location company under the Ministry of Defence, Government of India. BEML offers high-quality products for diverse sectors of economy such as Defence, Railways and Metro, Coal, Mining, Steel, Cement, Power, Irrigation, Construction, Road Building, Aviation. BEML has sizable market share in domestic market with more than 10000 units of Mining & Construction equipment 18,500 Railway rolling stock, 1300 Metro Coaches and more than 11,350 Defence vehicles. BEML has exported more than 1200 units of mining and construction equipment worth about Rs. 2160 Crs to more than 68 countries of various continents.

In order to enhance market share of Construction Equipment, BEML is keen to appoint Dealers having good market network, financial background and resources for sales promotion and after sales service of BEML Construction Equipment for Western Zone.

2.0 Mode of submission of Application for Dealership:

The interested parties are requested to submit the application online through BEML SRM portal digitally signed as per format furnished at **Annexure-A & B** along with all the supporting documents in response to the subject Application for dealership against Tender number 6300038930 on the SRM Portal.

For User ID and password details for BEML SRM Portal, please send email to admin.srm@beml.co.in with the company's name, address and contact details. Please note that Class 3 Organization Digital Signature Token with both Signing & Encryption Certificates is required for submission of bid on BEML SRM Portal. For any clarifications on submission of the application on BEML SRM Portal, please contact on 080-22963269 or send email to admin.srm@beml.co.in.

Publish date	: 02.07.2024
Submission due date	: 02.08.2024 2.00 PM

3.0 Pre-Qualifying Criteria:

- ❖ Applicant shall be a Dealer/Representative for a period of minimum 03 Years in sales and servicing of Earthmoving or Construction Machinery or Industrial diesel engine or Automobile Industry.
- ❖ The average annual turnover (including stock & sale) of the applicant company/applicant firm in three completed financial years (i.e., 2021-22 & 2022-23 & 23-24) shall not be less than Rs. 4.00 Crores from the above dealership business.
- ❖ The applicant, net worth as on financial year ending 31.03.2024 shall not be less than Rs. 1.00 Crore.
- ❖ The applicant should not have been debarred / black listed by Govt Departments / Undertakings of Government, banks and financial

institutions in India in the last 3 years. Applicant should furnish a declaration on its Letter Head conveying confirmation to this Clause.

- ❖ Applicants who are dealers of similar competitor models are not eligible.
- ❖ Applicants who are ex-dealer of BEML and now have issues to be settled under Legal/Arbitration are not eligible.

Note:

Supporting documents for the above must be submitted along with the application.

- I. Documents duly certified by CA/ Audited accounts for Annual turnover
- II. Documents duly certified by CA/ Audited Accounts for Net worth
- III. Dealership/Representative certificate towards proof to establish minimum 3-year experience.
- IV. Applicants not able to submit above documents to establish pre-qualifying criteria, their application shall not be considered for further process.

4.0 Major operating points of the Dealership Agreement:

- ❖ Dealer will look after Equipment sales in both Govt sector (Including PSU's, State PSUs, semi Govt organization, Municipal corporation) and Private sector pertaining to their territory except in those equipment tenders where OEM participation is mandatory.
- ❖ Parts and Service Support will be provided by Dealer to all customers i.e., both Govt. and Private.
- ❖ Dealers are allowed to take AMC/FMC directly or through BEML as the situation demands, however Dealer has to use the BEML spare parts as per mutually agreed terms and conditions

Lower end Dozers, Front end Loaders, Back hoe Loaders, Excavators and Graders will be under Dealership agreement. The Models covered are as under:

- | | |
|----------------------|---|
| i. Bulldozers | : BD85, BD80, BD65-1, BD50, and its variants. |
| ii. Hyd. Excavators | : BE300LC, BE220G, BE75 and its variants |
| iii. Wheel Loaders | : BL200-1, BL30-1 and its variants |
| iv. Back Hoe Loaders | : BL9H and its variant |
| v. Motor Grader | : BG605I, BG405A and its variants |

- ❖ Initial Dealership agreement shall be valid for 2 years and can be extended for a further period at the discretion of BEML based on the satisfactory performance of the Dealer

Obligations of BEML Limited:

- ❖ BEML will supply the equipment and spares parts against firm order of the Dealer or end customer.

- ❖ Any enquiry for equipment as well as spares parts of construction equipment received from both Government & Private customer directly by BEML within the territory allotted to Dealers, shall be forwarded to the Dealer. Equipment tenders where OEM participation is mandatory, BEML will submit the offer and conclude the contract. However, After Sales Service will be provided by the Dealer and the Dealer will be eligible for claiming Service commission.
- ❖ BEML shall provide **Technical/Sales support** and assist the Dealer in promoting BEML products and services.
- ❖ BEML will provide free training on BEML products at Manufacturing division/Marketing offices to Dealer staff. Lodging and Boarding to BEML account, traveling expenses by the respective Dealer.
- ❖ BEML will provide the Equipment Brochures and working videos for advertisement at free of cost.
- ❖ Sales/Service commission shall be applicable as per the dealership agreement.
- ❖ Annual Target for Dealers shall be set by BEML.
- ❖ Against closure of Dealership agreement, Security deposit amount will be refunded to Dealer after final settlement of Dealer account.

Scope of Dealer:

- ❖ Before signing Dealership Contract Agreement, Dealer will submit security deposit of Rs 20.00 lakhs in the form of DD/RTGS or Irrevocable BG of the same amount from any scheduled Bank.
- ❖ No interest shall be paid on Security Deposit.
- ❖ Dealer is responsible for Sale of Equipment, Spares & Service including submission of offer, follow up to conclude the contract and arrangement of finance.
- ❖ Dealer should display Brochure, Hoarding for advertisement in their office premises. For this Hoarding and Advertising purpose BEML will provide necessary photographs and other advertisement material and the expenditure to be borne by the Dealer.
- ❖ To continuously liaise with Customers and generate business for BEML Construction Equipment.
- ❖ To maintain sufficient stock of fast-moving spares such as Filters, O Rings, tooth points, Hoses, etc. for the maintenance & smooth operation of equipment.
- ❖ To keep minimum 1 service person for every 7 BEML equipment in their territory. However, the man power available with Dealer should be sufficient to render After Sales Service to customer.

- ❖ Sales promotion activities for local exhibitions will be on cost sharing basis, based on prior permission and joint decision.

5.0 Evaluation Criteria:

- ❖ BEML will evaluate the documents/ responses received from the applicants as per Annexure – A & B with supporting documents.
- ❖ Dealer Selection Committee shall evaluate the application as per the terms and condition and shortlist applicant/s for further evaluation.
- ❖ Selection will be based on evaluation by the committee and final interview to be conducted at Bangalore. Ratio will be 70:30 respectively.

6.0 General Instructions / Terms and Conditions:

- ❖ No payment will be made to the applicant for any expenses incurred by him/her for applying Dealership and also during the selection process.
- ❖ All information should be typed in English only.
- ❖ The bidders are requested to seek clarifications, if any, through e-mail susanta.pati@bemltd.in addressed to **"The Deputy General Manager (Marketing), BEML Limited, BEML Soudha, 23/1, 4th Main Road, Sampangirama Nagar, Bangalore - 560027"**.
- ❖ Upon submission of Application, any clarification sought by BEML must be submitted within the period stipulated by BEML.
- ❖ Any incongruity, falsification or error in the information and data provided by the Applicant, if so detected, while processing or subsequently would invite rejection of the said applicant application. Evaluation Committee shall seek clarifications if required, however BEML Limited reserves the right to accept or reject the application or the whole process without assigning any reason what so ever to the bidders.
- ❖ The Dealership will be Non-exclusive basis and BEML reserves the right to appoint more than one Dealer in the same territory.
- ❖ The person signing the application should have the authority to sign the documents and should duly authenticate any errors or corrections in the Application. Overwriting should be avoided.
- ❖ **"Any application received for a particular zone with Addition / Deletion of States, its the BEML discretion to accept or reject the bid". Applicants can submit offer state wise or entire zone, however its BEML discretion to accept or reject bid.**

Application for Dealership

ANNEXURE-A

01	NAME & ADDRESS OF THE FIRM:		E-Mail:	
			Mobile No.:	
			Landline No:	
			GST No:	
02	NAME OF PARTNERS / DIRECTORS		ADDRESS	
	1)			
	2)			
	Educational Qualification	Nationality	Aadhaar No.	Percentage ownership
1)				
2)				
03	ZONE APPLIED FOR:			
	State:		Place proposed to operate from:	
Proposed coverage of State & Districts (In order of preference)				

04.	a) DETAILS OF PRESENT AVAILABLE OFFICES:		
	State wise Office Address: i. Office at State Capital: With in City limit Outside City limit ii. Office at Other City: (Separate sheet is to be attached for details)	Phone No: E-mail: Phone No: E-mail:	
	b) DETAILS OF OFFICES PROPOSED: (State wise) (Separate sheet is to be attached for details)		
05	DETAILS OF PRESENT BUSINESS:		
	1. Products handled:		Since from
	i) Earthmoving Machinery	Yes / No	- ----- Years
	ii) Construction Machinery	Yes / No	- ----- Years
	iii) Automobile Industry Heavy duty Trucks / Tippers	Yes / No	-----Years
	iv) Industrial Diesel Engines	Yes / No	----- Years
	v) Spare parts business	Yes / No	-----Years
	vi) Any other allied Products (specify	Yes / No	-----Years
	Share the present business details:		
06	DETAILS OF TRANSPORT VEHICLE FOR MOVEMENT OF SPARES		
	i. Vehicle type ii. Available Nos iii. If not available proposed no.		

07	DETAILS OF EXISTING SHOWROOM, WORKSHOP & GODOWN FACILITIES (STATE WISE):			
		SHOWROOM	WORKSHOP	GODOWN
	1. Location: State Capital: With in City Limit Outside City limit Other City:			
	2. Area: (in Sq. Mtrs)			
	Covered _____	Sq. Mtrs ____	Sq. Mtrs ____	Sq. Mtrs ____
	Open _____	Sq. Mtrs ____	Sq. Mtrs ____	Sq. Mtrs ____
	3. Major Facility (Including Tools & Equipment) for servicing:			
	1.	2.	3.	
	4.	5.	6.	
	DETAILS OF PROPOSED SHOWROOM, WORKSHOP & GODOWN			

08. ANNUAL SALES TURNOVER (including stock & sales) for (FY: 21-22, 22-23 and 23-24)

Sl No	YEAR	PRODUCT	TURNOVER (RUPEES IN LAKHS)
1			
2			
3			

09. YEAR WISE NET WORTH (FY: 21-22, 22-23 and 23-24)

Sl. No	FINANCIAL YEAR	NETWORTH (RUPPEES IN CRS)

10.MANPOWER OF EXISTING BUSINESS:

Sl. No.	Category	Number of personals	Experience	Remarks
1	MBA/ Engineer			
2	Skilled			
3	Semi-Skilled			

11. PLAN OF ACTION TO SELL BEML PRODUCTS

(Write up to be enclosed)

12. DETAILS ON EXISTING DEALERS (FOR DIFFERENT OEM'S) IN YOUR PROPOSED ZONE (STATE WISE):

SI No.	OEM Name / Model	Details of Dealer	Place
1			
2			
3			
4			

13. WRITE DETAILS ON FOLLOWING FOR APPLIED ZONE:

- Competitor Eqpt. Models & their Marker share
- Spares & Service business regarding
- Contact with Financiers
- Contacts with Govt. Dept.
- Contact with other competitors' dealers
- Contact with Ex-Employees of competitors.

14. ARE YOU OR ANY OTHER RELATIONS CURRENTLY ENGAGED IN THE SALE OF ANY OTHER MAKES OF EQUIPMENT DEFINED UNDER THE SCOPE OF AS PROPOSED? IF SO, FURNISH DETAILS:

MAKE (OEM)	MODEL

15. ANY OTHER USEFULL INFORMATION

DATE _____

PLACE _____

Signature of Managing Partner / Director

ANNEXURE-B

To,
BEML Ltd
BEML Soudha
23/1, 4th Main, S.R. Nagar,
Bangalore – 560027

Sub: Declaration

Dear Sir

We, (insert Bidders name, address, and other details), do hereby declare and undertake that we shall not compete directly or indirectly with BEML's products nor shall represent or act as authorized representative of BEML'S competitors' offerings, similar to the models/equipment/spare parts of BEML that are covered under the scope of our appointment as Dealer. In case of any doubt as to the products which are covered or not covered, we shall take up with BEML for clarification and shall act accordingly.

We further declare and undertake that we shall abide by all provisions related to anti-corruption/ bribery. Further, as per our information and knowledge, there is no case pending/decided against us on account of having indulged/alleged indulgence in corruption/bribery.

Further, we shall not make, receive, provide or offer any gift, entertainment, payment, loan or other consideration for the purpose of influencing the procurement

We also declare that no bankruptcy /insolvency proceedings pending/initiated against us in any court or judicial or quasi-judicial authority. We further declare and undertake that our firm is not debarred/ blacklisted nor imposed sanction by any Government Departments/Undertakings of Government, Courts, statutory authorities, Banks & Financial Institutions of our Country i.e., Republic of India.

We agree and understand that in the event the above declarations/undertakings are found to be false, misrepresented or we fail to comply with the same, then BEML may terminate our appointment as Dealer besides initiating appropriate legal action against us.

We undertake to indemnify BEML for any loss, claims, costs, expenses, etc. incurred by BEML on account of such false /misrepresented declarations/undertakings or our failure to comply with such declarations/undertakings.

We declare and affirm that the undersigned has full authority to sign this undertaking under the Resolution/decision /order of the Board/____ of the firm.

We lastly declare and affirm that what has been stated above are true to the best of our knowledge and information and nothing has been concealed.

For (insert company name),

Authorized signatory
Name: Designation: