

BEML LIMITED

A Govt. of India Mini Ratna Company under Ministry of Defence)
H.NO. 3-6-114, HIMAYATNAGAR, ST. NO. 18, HYDERABAD - 500 029
Ph: 040-29881732, Fax 040-23221794

Email: mhsd@rm.beml.co.in , Website: www.bemlindia.com

Ref: MHSD/BAPL/TYRE FITMENT/2020-21 Date: 15.01.2021

Rfx No: 6300035485 date: 15.01.2021

TENDER ENQUIRY

SUB: SERVICE CONTRACT FOR REMOVAL OF TYRES FROM THE VEHICLES AND REFITMENT OF NEW TYRES FOR TATRA 12X12 AT BAPL PREMISES, HYDERABAD.

BEML Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence and is having it's Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore – 560 027. BEML LIMITED, Regional Office, H.No. 3-6-114, Himayatnagar, Hyderabad – 500 029 intends to place a service order for "Removal of tyres from Tatra 12x12 vehicles" and fitment of new tyres on the same at BAPL, Hyderabad premises."

In this connection, BEML Limited Regional Office, Hyderabad, invites on line offers in two bid system as per below Scope of work and details.

1. SCOPE OF WORK:

11 Nos of Tatra 12x12 vehicles fitted with (**Michelin 16R20**) tubeless tyres. Each vehicle is fitted with 12+1 spare wheel=13 No of tyres. At present a batch of 6 nos. of Tatra 12x12 vehicles are available in the premises of M/s. BrahMos Aerospace Pvt. Ltd., Kanchanbagh, Hyderabad. Balance vehicles will arrive in the same premises in due course.

- 1. Removal of existing tyres from Tatra vehicles.
- 2. Removal of bead-lock from old tyre +Removing of wheel rim.
- 3. To carry out Assy. (with bead -lock) of new tyres + Fitment of wheel rim.
- 4. Re-fitment of assembled tyres on Tatra 12x12 vehicles.
- 5. Requisite manpower and machinery to carryout above work is also included in the scope

Total number of tyres for which above work to be carried out is 143 Nos.

Work to be carried out in two or three phases as below.

- i) 78 nos. of tyres to be fitted in 6 vehicles available at BAPL immediate after placement of PO.
- ii) Balance tyres shall be replaced as and when next batch or batches of vehicles are ready for dispatch at BAPL premises upon intimation from BEML.

SI.	Description	Approx. number	Tentative schedule for tyre fitment at
No.		of Tyres (Qty.	BAPL (May change slightly as per
		may vary)	customer need)
01	Removal & Assy	78	25 th Jan – 30 th Jan'21
	and fitment of Tyres		
	- 1 st lot		
02	Removal & Assy	65	March'21
	and fitment of Tyres		
	- 2 nd lot		
03	Removal & Assy	Will be indicated	Will be indicated if any
	and fitment of Tyres	if any	
	- 3 rd lot		

Entry passes for the manpower and machinery/tools will be provided by BEML as required.

2. SUBMISSION OF BIDS:

There are three stages for submission of bids - Part A, Part B and Part C. The details are as under:

Part A: Submission of EMD / Tender Fees - To be submitted manually / by Post.

Bidder has to submit **Demand Draft for Rs 5500/- (Rupees five thousand only) towards EMD and Tender Fees (EMD Rs 5000.00 Plus Tender Fees Rs.500.00)** in favor of "BEML LIMITED" payable at Hyderabad, in a sealed cover/envelope. The envelope shall be super scribed on the top "PART A - EMD and Tender Fees" with Tender reference / Contract No. (EMD amount is not applicable for MSME/SSI firms provided they should submit valid MSME/SSI certificate in lieu of EMD in the envelope).

EMD and TENDER FEES MAY BE PAID ONLINE THROUGH NEFT / RTGS / IMPS / OR ANY OTHER GOVT AUTHORISED E-PAYMENT MODE TO BEML BANK ACCOUNT SBI A/C No: 10287201150 ISFC CODE: SBIN0001880 State Bank of India, OMQ Branch, Himayatnagar, Hyderabad – 500 029

EMDs of unsuccessful agencies will be returned without any interest, once the contract is finalized and Tender Fees of Rs 500.00 Not Refundable. In case of successful agency, the EMD will be adjusted against security deposit which will be returned after completion of the contract.

The quotations are liable for rejection if Sufficient EMD amount (DD) / exemption certificate is not received in advance. Envelope has to reach the address as mentioned below to our Regional Office on or before the closing date & time of the tender.

THE REGIONAL MANAGER
BEML LIMITED
3-6-114, STREET NO: 18, HIMAYATNAGAR
HYDERABAD-500 029, TELANGANA

PART B: Technical Bid - To be submitted Online in BEML Limited SRM portal website

The Part B: will be opened for the successful bidders who have submitted the EMD amount and Tender Fees as mentioned in Part A.

The uploading documents in Part B consists of Annexure I (PQC- Mandatory), Annexure-II & Annexure-III. All copies of tender document to be signed & Sealed and upload as a token of acceptance of tender terms.

(I) Annexure – I (Pre-Qualification Criteria- PQC)

The bidder shall mandatorily upload the following documents in PDF format

- a) Valid Certificate of GST with number (Copy of valid GST number to be uploaded)
- b) Bidder shall have minimum 5 (five) years of experience in carrying out similar type of works. i.e. tyre dismantling / fitment services (copies of Certification of Incorporation to be attached).
- c) Minimum one work order copy for Assembling of 16R20 tyres along with Bead Locks or bigger tyres (with bead locks) fitment on any Multi utility vehicle during last 5 years.

(II) Annexure - II - TERMS AND CONDITIONS:

1) Payment: Payment will be made within 15 days after completion of work as a batch and subsequent to submission of bills along with work completion certificate from customer/BEML.

- **2) Delivery**: Work/Service as per scope of work to be carried out immediate after PO placement based on the intimation from BEML
- 3) All the documents of Annexure I have to be uploaded in the Collaboration Folder in the BEML SRM system.
- 4) Please ensure that no price details are to be mentioned in any of the documents uploaded as part of the PART B. In case price details are found in technical bid, the bid shall be rejected.
- 5) The quotations are liable for rejection if prescribed EMD amount is not received

Part C: Price Bid – To be submitted Online in BEML Limited SRM portal website

Bidder shall Quote their minimum SERVICE CHARGES & Applicable GST per ONE TYRE REMOVAL & FITMENT as per above scope of work in the Item data in the BEML SRM Portal

OFFER & VALIDITY:

Bidders are requested to submit their offers on or before **4.00 pm** of **22.01.2021**. The offer shall be valid for a period of **30 days** from the date of tender closing. After finalizing the contract on L1 firm, the finalized service charges shall be **valid for one year** from the date of placement of service purchase order.

BEML reserves the right to cancel the tender at any time with or without assigning any reason thereof. Conditional offers are liable for rejection.

Part A envelopes will be opened first. Subsequently **Part B** (technical bid) will be opened for technical evaluation for the qualified bidders in Part A. Later, **Part C** (the Price Bid) of the technically qualified bidders will be opened at a later date with prior intimation to them.

For any clarification relating to the tender terms, please contact the telephone numbers 040-29881736 and 29881732.

Thanking you,

Yours faithfully, for BEML LIMITED, REGIONAL MANAGER HYDERABAD

Annex-III - General Terms & Conditions:

('Purchaser' refers to BEML and 'Supplier' refers to 'Service Provider/Contractor' under this General Terms & Conditions)

(i) ACCIDENTS, INJURIES AND DAMAGES: From commencement till completion of the Work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for all loss and claims, of injuries or damages to any person or Machinery which may arise during the course of work. It shall be the obligation of the contractor to pay compensation as per Employee's Compensation Act (*Workmen Compensation Act*). Contract shall have requisite insurance to the manpower and machinery as deemed. No responsibility shall rest with BEML in this regard.

(ii) ARBITRATION:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed thereunder. The place of Arbitration shall be at Hyderabad and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules. Courts at Hyderabad shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

(iii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative

Service Contract: Hyderabad

arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iv) APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

(v) BRIBES AND GIFTS:

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

(vi) JURISDICTION

Courts at Hyderabad alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(viii) **DURING ARBITRATION**:

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(ix) **PROGRESS REPORT:**

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(x) CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect.

The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xi) NON-WAIVER OF DEFAULTS:

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xii) ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiii) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will

not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

Thanking you,

For **BEML LIMITED**

SIGNATURE /SEAL OF TENDERER

REGIONAL MANAGER HYDERABAD

PRICE BID – PART-C

REF: Date: 12.01.2021

(Price to be quoted in BEML SRM Portal under Item data Online)

Item No	Description	Price in Rs
01.	Service Charges Quoted by Contractor per tyre as per scope of work	Rs (Rupees only)
02	% of GST for the above, if any	Rs (Rupees only)

Any information that the bidder wants to furnish in support of this tender, the same may be uploaded in the C-Folder documents.

/*** END OF THE TENDER DOCUMENT ***/