



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

TENDER No: 6300036442

Date: 11.09.2021

TENDER DOCUMENTS

REQUEST FOR PROPOSAL FOR ENGAGEMENT OF LIQUIDATOR FOR CLOSURE OF VIGNYAN INDUSTRIES LIMITED, TARIKERE (A SUBSIDIARY OF BEML LIMITED)

Last date for submission of the bid is 13.09.2021 before 2.00 PM

BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore – 560027



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

General Information

1. Introduction

The Union Cabinet has approved the closure of loss-making M/s. Vignyan Industries Ltd., (VIL), Tarikere, Karnataka, a subsidiary of BEML Ltd., Bangalore. Production of VIL was closed on 10.10.2020 and is proposed for Voluntary Liquidation under section 59 of the Insolvency & Bankruptcy Code, 2016 (IBC) as approved by the Union Cabinet.

2. Eligibility Criteria

1. Bidder should be a reputed professional who has passed the insolvency professional examination and holding a valid insolvency professional certificate issued by Insolvency and Bankruptcy Board of India (Insolvency professional) regulations 2016.
2. Bidders should have handled / successfully completed at least two transaction under Insolvency & Bankruptcy Code, 2016 (IBC) during the last three years from date of publishing the RFP.

3. Scope of work of the Liquidator

Scope of Services for Voluntary Liquidation of VIL as per Insolvency and Bankruptcy Code, 2016 ("IBC"):

- Make a public announcement in appropriate form within stipulated time as per IBC Claims management – Verification of claims submitted pursuant to public announcement and admission/ rejection of claim, in whole or in part, as the case may be, as per section 40 of the IBC, 2016
- Prepare a list of stakeholders on the basis of proofs of claims submitted and accepted. The list shall be available for inspection by the persons who submitted proofs of claim and members and directors of VIL
- Open a bank account in the name of the corporate person followed by the words 'in voluntary liquidation', in a scheduled bank, for the receipt of all moneys due to the VIL
- Appoint transaction auditor to form an opinion whether VIL has been subjected to any transaction covered under sections 43, 45, 50 or 66 of IBC

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

- Assist tax consultants for closure of assessments and request for No Objection Certificate wherever required
- Filings with statutory authorities for surrender of registrations
- Liquidation Estate management and coordinate with Land Management Agency and Auctioning Agency for disposal of assets and land appointed, as per the DPE guidelines, approved by Cabinet.
- Distribution the proceeds from realization after adjustment of liquidation costs
- Prepare Preliminary Report, Annual Status Report and minutes of consultations with stakeholders, as per IBC
- On completion of the liquidation process, prepare a Final Report as per IBC and share the same with IBBI and ROC
- Ensure adherence to DPE Guidelines, to the extent applicable on the Company
- Complete all the statutory reporting as required under IBC
- To prepare application for dissolution of VIL and filing of application with jurisdictional NCLT, Bengaluru bench
- Tribunal process management.
- Obtain order for dissolution of the Company
- Any other work required to be undertaken / tasks related to all aspects of the proposed Liquidation under section 59 of the Insolvency & Bankruptcy Code, 2016 (IBC) for successful completion of the transaction.

Scope exclusions:

- Realization of assets and land shall be carried out by Land Management Agency and Auctioning Agency appointed as per DPE guidelines
-



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

- Accounting and other compliances shall continue to be handled by internal BEML/VIL resources in the same way it is being currently handled

Time Line:

All out efforts to be made to complete the task within 90 days of appointment

Submission of Proposal :

- Eligibility criteria with the supporting documents and acceptance of scope of work – *through SRM platform*
 - Financial bid to be opened only of those parties who qualify in eligibility criteria.
 - Financial bid without any conditions and taxes extra.
- } *Through SRM platform*

4. Bid Submission Process

You are required to submit bid in two bid viz. Technical bid and Commercial bid. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (<https://www.bemlindia.in/viewtender.aspx>).

For any enquiry/clarification for registration, submission of Bids and any other information, the Bidder may contact the following person:

Sl. No.	Designation	Address	Contact No.
(i)	Corporate Finance	BEML Soudha, 23/1, 4th Main SR Nagar, Bengaluru- 560027, Karnataka, India	9972256796

All correspondence with regard to the above shall be made at the following address:

Corporate Finance

BEML Limited

BEML Soudha, 23/1, 4th Main SR Nagar, Bengaluru- 560027, Karnataka, India



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

Telephone No.: +91-9972256796,

Email: cfa@beml.co.in

Note: To participate in this e- tender you should have Valid Class 3 digital signature.

Vendors willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141. (Mobile no: 9845920306-Anitha) (Krishna mohan-9482600968)

The last date for submission of the bid is on or before 13.09.2021 @ 14.00hrs.

This Tender consisting of two parts:

Part - A	Technical Bid i.e. Submission of Technical Bid through e-mode on BEML SRM system
Part - B	Commercial Bid i.e. Submission of Price Bid through e-mode on BEML SRM system

PART A – Submission of Technical Bid (Through e-mode on BEML SRM System)

Please upload the following documents in the Collaboration Folder in the system as part of Technical Bid.

The following documents signed with company seal are to be scanned and uploaded in the collaboration folder:

1. General Data in respect of your company as per Annexure 'A'
2. Undertaking as per Annexure 'B'
3. Undertaking as per Annexure 'C'
4. Special Conditions out of GST as per Annexure 'D'

Note:

1. The vendors must ensure that the documentary proofs to substantiate clauses above are given, without which the bid is liable to be rejected.
 2. Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.
-



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

3. Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in technical bid (under part A) will not be considered and their offer will be rejected.

PART B – Submission of Price Bid (Through e-mode on BEML SRM system)

Commercial Bid: Price bid to be submitted as per the format by clicking on Item Data tab in SRM.

Please enter the prices in item data in the system against each item. Applicable GST details or any other commercial details may be entered under bidder's remarks.

Bidder has to quote basic price and applicable GST. in the item data column. Applicable GST can be selected from the dropdown box. In case any applicable GST is not available in the dropdown box, the same may be clearly mentioned along with the % in the #Bidders remarks#.

The Commercial bids of only technically qualified bidders approved by BEML Limited shall be opened subsequently.

4. Amendment to Bidding Document

At any time prior to the deadline for bid submission, the Employer may, for any reason, whether on its own or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by issuing amendment (s).

The amendment will be notified on the website by issuing corrigendum and the same will be uploaded on BEML Website and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. The Employer will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at its discretion, extend the deadline for Bid Submission in such cases, the Employer shall notify on the website by issuing corrigendum of the extended deadline.

All notifications and clarifications also are uploaded by Employer on the website.

All amendments, clarifications, etc. shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

5. Terms and Conditions

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

1. The quotation should be complete in all respects and free from ambiguity.
 2. Price should be quoted in Indian Rupees only
 3. FAX / EMAIL quotations not accepted
 4. Indicate all applicable GST separately
 5. Payment terms: The bidder is required to quote lump-sum amount inclusive of all. Professional fee to the Liquidator will be paid after successful completion of the transaction and at the time of distribution of money (called dividend) to the shareholders.
 6. Delivery: 90 days from the date of issue of purchase order.
 7. Taxes and Duties applicable at the time of payment will be paid extra.
 8. All statutory fee / payments under various laws applicable for closure of the Company, made by the Consultant for and on behalf of the Company will be reimbursed by the Company on submission of documentary evidence.
 9. The expenses on account of fee to any legal / any other consultant should be part of the quote.
 10. The fee quoted shall be unconditional.
 11. Travel and other related expenses including those related to due diligence will have to be borne by the bidder.
 12. Travel related expenses of Government officials and BEML Limited / VIL employees will be borne by the respective agency.
 13. Validity of quotation: 90 days from the date of opening of the tender.
 14. Offers not confirming to the above terms are liable to be ignored.
 15. Right of Buyer: BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder
 16. Termination: BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance. BEML also reserves the right to review and modify the contract at any point of time during the contract period.
-



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

17. Liquidated Damages: If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Contract.
18. Risk Purchase Clause: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD/PBG.
19. Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.
20. Incomplete offers are liable for rejection.
21. Offers not confirming to the above terms are liable to be ignored.

Kindly Note:

- a) If taxes are not mentioned separately in the item data/ bidders remarks, it will be considered as the price quoted is inclusive of GST.
- b) If validity of the offer is not mentioned in the bidder's remarks, it will be considered as per terms and conditions of the tender enquiry.
- c) If payment terms are not mentioned in the bidders remarks, it will be considered as per terms and conditions of the tender enquiry

Jurisdiction

The jurisdiction of Court will be at Bangalore only.

TENDER No: 6300036442

Date: 11.09.2021

Annexure – 'A'

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

General Data in respect of your Company (i.e. company profile).

Sl. No.	Description	To be Filled and/ or documents to be uploaded
1	Name of Bidder	
2	Company Address Telephone no: Contact Person Mobile No. e-mail ID.	
3	Bank account numbers with Banker's Name, Address & Contact Number:	Bank Name :- Address :- Bank account number :- IFSC code:
4	PAN Number	
5	GST Number	

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

TENDER No: 6300036442

Date: 11.09.2021

Annexure-'B'



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

UNDERTAKING

This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bidding.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

TENDER No: 6300036442

Date: 11.09.2021

Annexure-'C'



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

UNDERTAKING

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid # 6300036442 dated Date: 11.09.2021 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions at the time of bidding.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

TENDER No: 6300036442

Date: 11.09.2021

Annexure - D



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

Special Conditions arising out of implementation of GST (Which is to be signed and submitted along with the offer)

GST Terms & Conditions

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.

7. Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
 8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "the liability of payment of GST amounting to Rs is on the Recipient of Service" in the invoice raised on BEML.
 9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
 10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
 11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months' interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit.
-



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.

Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.

12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Place:

Date:

for M/s.....
Signature



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA" 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone: 080 22963245 / 22963315. FAX: 080 22963283.
