#### Tender Enquiry



**BEML LIMITED** 

(Formerly BHARAT EARTH MOVERS LIMITED) (A Govt. of India Mini Ratna Company under Ministry of Defence) DISTRICT OFFICE No. 11, Ward 43, Hengrabari Road, Dispur, Ganesh Guri, GUWAHATI – 781 006 Phone: 0361–2232966Fax: 0361 - 2232967

# Sub: Request to submit offer for building premises for BEML Activity Centre at Likabali/Silapathar area on monthly rental basis for a period of 2 years – reg.

BEML Limited (formerly Bharat Earth Moves Limited) is a Public Sector undertaking under Ministry of Defence, having it's Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangirama Nagar, Bangalore –560 027.

BEML, District office, No. 11, Ward 43, Hengrabari Road, Dispur, Ganeshguri, Guwahati – 781006 intends to **tender for BEML Activity Centre at Likabali /Silapathar area** for business operations and Premises should be located within a radius of 250 meter of main road linking Likabali to Silapathar .

The **Activity Centre** will be operated for Marketing of our products like Earth Moving Equipments and Spares. The building premises will be utilized for working of our employees for enabling Sales, Services, and stocking of spare parts etc.

The requirement of Office building premises and other information related to building is mentioned of Part – I as Technical Qualification / Criteria.

The period of the rental agreement shall be 02 (Two) years from the date of actual occupation of the building premises. The tenant agreement can be extended for a period of further 1(One) year on mutual consent of both the parties (BEML & Owner of the Premise) with same terms and condition on mutual agreed terms.

The interested party / agency / firm shall quote their lowest rates for the <u>Office</u> building premises as per Price Bid / Commercial format attached herewith as **Annexure – B** and **offer should be valid for 6 months** from the date of closing this tender.

The party/agency/firm shall submit their quotation in two parts Viz. Part – I (Technical Bid & Annx A) & Part – II COMMERCIAL BID (Price Bid & Annx B).

The successful bidder/Owner of premises is should make ready the premises so as BEML can take possession the premises on **01.05.2020**.

Offer should be valid for 6 months from the date of closing this tender.

The closing date for this tender is **16.03.2020 upto 14:00 hours**. The details of Tender and other scheduled of tender etc are furnished below;

	1	
Due date & time of submission of the offers Both		
Technical Bid (Part I & Annx A) & Commercial Bid		
(Part II & Annx – B)-Price Bid. at District Office, No.	16.03.2020 up to 14:00 hours	
11, Ward 43, Hengrabari Road, Dispur, Ganeshguri,		
Guwahati – 781 006		
Date for opening Technical Bids -Part I at District		
Office, No. 11, Ward 43, Hengrabari Road, Dispur,	16.03.2020 up to 15:00 hours	
Ganeshguri, Guwahati – 781 006		
Date for opening Commercial Bids -Part II (Only		
Commercial Bids of bidders of Technically qualified)	Data will be intimated later on	
at District Office, No. 11, Ward 43, Hengrabari	Date will be intimated later on.	
Road, Dispur, Ganeshguri, Guwahati – 781 006		
	The District Manager,	
	BEML Ltd,	
	No. 11, Ward 43,	
Address of Tenderer	Hengrabari Road,	
	Dispur, Ganeshguri,	
	Guwahati – 781 006	
	Phone No.0361-2232966/67	

Please quote your lowest rate as per the commercial format and your offer should be valid for 6 (Six) months from the date of closing of this tender.

Both the sealed cover i.e Technical Bid (**Cover No.1**) and Commercial Bid (Price Bid) (**Cover No.2**) have to be put in another single sealed cover ( **Cover – 3**) to be submitted by Bidders in Tender Box at BEML Ltd, HN-11, WN 43, Hengrabari , Ganeshguri , Guwahati, Assam on or before **16.03.2020** upto 14.00 hrs . Super scribing in bold letter "**QUOTATION AGAINST YOUR TENDER No.** BEML/MCG/SHPR/NIT/19-20/761 Date : 28.02.20 and this cover should be sent to the below mentioned address by Register Post / Courier or should be dropped in the tender box available at our Office before closing date of this tender. i.e. on or before 02:00 PM of **16.03.2020** 

In case of any query the probable bidder can contact either through e-mail on mcg@beml.co.in or mcgs@beml.co.in or visit our office by taking prior

appointment by calling telephone No 0361-2232966/97 before closing date for submission of your offer. The closing date for this tender is BEML/MCG/SHPR/NIT/19-20/761 Date : 28.02.2020.

Yours faithfully, for BEML LIMITED,

District Manager, Guwahati, Assam.

#### TECHNICAL BID (Part I) Separate cover Marked 1

# Technical bid (Part I)

- i) Documents with respect to Office building premises such as Sale Deed, Link Documents with regard to Ownership whether it is single owner or joint, Latest House Tax payment details and other relevant documents / details. Copies of Tender documents such as Eligibility Criteria, Special Terms & conditions and General Terms & conditions etc duly signed and submitted along with Technical Bid (Part I)
- Filled in and signed -Technical specification in Annx A i.e Buildup /Carpet Area (Sq Ft) of premises offering , Area (Sq Ft) of Rooms, number rooms , Parking area (Sq Ft) and others information mentioned in Annx- A duly signed and submitted along with Technical Bid (Part I)
- 2. The bidder should not indicate the price or rate in the Technical Bid and disclosure of Price in Part-I will be summarized as rejected and will be treated as invalid offer.

#### 3. TECHNICAL EVALUATION OF BUILDING PREMISE

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The Office Building premise should meet the following minimum requirements which are mentioned below:

				L1 (Lowest) bidder.
E.		e / Nature of struction of building:	:	The Type and nature of building should meet the following requirements.
	Ι.	Type of building	:	Independent Building/ FLATS (for 3 <sup>rd</sup> floor onwards lift is must) - 634 Sq. Ft. (carpet area) & open space for parking of One car and 2 Two Wheelers
	11.	Nature of construction	:	Brick wall & RCC roof Construction.
	111.	No. of Rooms & Halls	:	Following compartment/requirement to be provided (i) 1 room for toilet & bath. (ii) 1(One) Drawing / Hall Room (iii) 2 (Two) separate Bed Rooms. (iv) 1 Kitchen with exhaust fan. Type : -2 BHK
				Proper Ventilation and Illumination to be provided.
F.		tricity Connection nmercial)	:	Building Should have Electricity connection (Commercial) with Independent Meter Reading Unit. Inverter or inverter connecting facility for Power backup is preferred.
G.	Wate	er Connection	:	Building should have water supply round the clock (24 hours) with overhead water Tank facility and Bore well connection.
H.		uments to establish ership right on nise	:	<ul> <li>Bidders should submit the copies of the following documents along with Credential Form (Technical Bid).</li> <li>1. Registered Sale Deed /Equivalent Ownership document.</li> <li>2. Link documents with building approval.</li> <li>3. Property Tax paid up to date.</li> <li>4. Encumbrance Certificate for non encumbrance / NOC from financial institute where loan is taken for construction of the building.</li> </ul>

5. Latest Electricity Bills / deposited slip.
<ul> <li>6. Authorization letter nominating bidder to lease out the premises (In case of joint property) / Resolution of Board in case of property belongs to any establishments or company.</li> <li>7. PAN Card.</li> <li>a. CCT Number</li> </ul>
8. GST Number.

Technical Bids of the bidders not meeting the above requirements will be rejected and their price bids will not be opened. The decision of BEML Limited on eligibility criteria of the premises will be final and binding on all the bidders. COMMERCIAL BID (PRICE BID)

Submission of Tender: - PART – II

# COMMERCIAL BID (PRICE BID)

(Separate cover Marked 2)

1. Price Bid Schedule shall consist of the details of the **PRICE ONLY**. The rate should be filled in the format as specified in **Annexure – B**.

The bidders shall quote their offer / rates in Annexure - B (Price Bid) and complete all formalities with reference to the tender conditions and put in a separate sealed envelope super scribed on the top "Tender Notice No. BEML/MCG/SHPR/NIT/19-20/761 Dt: 28.02.20- "PRICE BID".

# Submission of Tender: -

1. The agency that meets the Eligibility Criteria mentioned in Annexure – A and agree to fulfill Special & General terms & conditions may submit their offers either by **REGISTERED POST** acknowledgement due or in person in Tender Box at BEML Guwahati officeas mentioned at para-2 below.

Both the sealed cover i.e Technical Bid (**Cover No.1**) and Commercial Bid (Price Bid ) (**Cover No.2**) have to be put in another single sealed cover ( **Cover – 3**) Super scribing in bold letter "**QUOTATION AGAINST YOUR TENDER No.** BEML/MCG/SHPR/NIT/19-20/761 Date : 28.02.2020. and this cover should be sent to the below mentioned address by Register Post / Courier or should be dropped in the tender box available at our Office before closing date of this tender. i.e. on or before 02:00 PM of 16.03.2020. Name and address of the bidder should be given at the bottom left hand corner of the covers.

> The District Manager, BEML Limited No. 11, Ward 43, Hengrabari Road, Dispur, Ganeshguri, GUWAHATI – 781 006 Phone: 0361–2232966 Fax: 0361 - 2232967

- 2. Envelopes received / offers submitted after the due date / time shall not be accepted.
- 3. BEML Limited is not responsible for non receipt / delay in receipt of the tender documents.
- 4. Incomplete Credential Form / Tender will be summarized as **REJECTED** and no correspondence or queries will be entertained further.

#### BEML/MCG/SHPR/NIT/19-20/761

# 5. The Company reserves its right to accept or to reject any or all the quotations without assigning any reasons whatsoever.

6. Technical bid will be opened on the same day at 15:00 hrs. The commercial bid will be opened after the confirming technical qualification. Incomplete Technical Bids will be rejected summarily.

Thanking you,

Yours faithfully, for BEML LIMITED,

**District Manager**, BEML, District Office, Guwahati.

#### SPECIAL TERMS AND CONDITIONS

- 1. The bidder shall read and understand the requirement, Special terms and conditions, General terms and conditions and other conditions of the tender before submitting the tender and shall agree to abide by the terms and conditions outlined above and these documents shall form part and parcel of the contract awarded to the bidder.
- 2. The bidder shall enter the RATES IN FIGURES as well as in WORDS against each item. In case of any discrepancy between the two, the lower of the two will be considered. In case the value indicated in figure is not clear then the value indicated in words will be considered.
- 3. The bidder shall sign on all pages of the tender documents before submit the Bid.
- 4. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected and unrelated Column should be marked as "NA".
- 5. Offers received after due date and time for submission tender will not be accepted.
- 6. Bidders shall quote their offer for their own (Blood related/Family) premise only and shall not quote rate for hired premise / premise taken on lease from other parties.
- 7. BEML Ltd reserves the right to assess the capacity and capability of the parties for pre-qualification. M/s BEML Ltd. 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 and BEML Ltd decision in this regard shall be final and binding.
- 8. Period of Lease: Initially the Rental Agreement period will be for <u>2 years</u> and Agreement Period can be extended further period on mutual agreement by both the parties' i.e BEML and the Owner on same terms and conditions and mutually agreed terms.

#### 9. Monthly Rent :

- A. Owner of the premise / parties shall quote monthly rent for the entire premise including building, Open space & Parking place etc, in commercial bid.
- B. Monthly rent to be quoted should be exclusive of applicable Taxes (GST etc.).

C. Such monthly rent shall be firm during the initial lease period of 2 years and no increase in monthly rental rate shall be entertained under any circumstances, before the completion of the lease period of 2 years.

# 10. Other charges :

- A. Maintenance charges : Nil
- **B.** However, during the entire lease period of 2 (Two) years, revision of maintenance charges, if any, as decided by the managing committee, shall be accepted only in case of Flat / apartment.
- 11. The owner of the premise / the person authorized by the owner shall submit his claim every month for monthly rent at our office for settlement of claim. Monthly rent shall be paid through RTGS / NEFT / by Cheque, after deducting **TDS** (Tax Deduction on Sources) applicable under IT Act on gross amount payable to bidder / owner of the premise as per prevailing rates.
- 12. The bidder shall indicate in the Credential Form (Annexure A) the **Permanent Account Number** (PAN) allotted to him by the Income Tax Department, **GST Number** and **Bank Account details**. In case if PAN is not obtained and Bank account is not opened, the bidder / owner of the premise shall obtain PAN and open Bank account and furnish the required details within 1 month from the date of placing LOI.
- 13. Method of arriving L1 Offer: Lowest offer shall be determined based on quoted Monthly rent. In case, if the owner requires security deposit & any other charges, the interest on the Security Deposit and other charges if any shall also be taken into consideration for arriving the lowest offer. In such cases, the formula for arriving lowest offer would be as under;

Lowest Offer (L1) = (Quoted Monthly Rent + Interest on SD @4% Per Annum)

# Total area offered (Max. 634 Sq. ft).

- 14. The Electricity and water charges shall be borne by the BEML Limited at actual as per the meter readings.
- 15. Any deposits relating to electricity / water meters and payment of house tax etc pertaining to the building shall be borne by the Owner.
- 16. Any repair works for the building may be undertaken by the Owner and the cost towards such works will be borne by the Owner. In case if the owner is not taking up repairing works, the same shall be taken by BEML Limited and the expense / cost for such repair shall be recovered from the bills (Monthly Rent) of the owner.
- 17. Income Tax and other statutory payments as applicable from time to time will be deducted from the bills of Owner. In case of any non compliance, the Owner shall be responsible for the same.

#### Date : 28.02.20

- 18. Entire premise should be handed over to BEML Limited within 7 days from the date of issue of letter of intent (LOI) on the owner of the premise without any impediment for immediate occupation of BEML.
- 19. The owner of the building shall allow BEML to install Air conditions, BEML Board, other electrical fittings and create additional Power point, if required during the period of lease, as per the requirement of BEML.
- 20. The owner of the building shall permit BEML to stock the Spare Parts of the Earth Moving Equipments inside the building other places of the leased premise.
- 21. VALIDITY: The validity period of the tenders shall be 06 (Six) months from the date of closing of the tender. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or vary the tender on any terms thereof without consent in writing of the company.
- 22. Management of M/s. BEML Ltd., reserves the right to seek any additional documents / information pertaining to technical issues of the premise for evaluation of technical bids, before opening of Commercial bids.
- 23. **Termination of Lease:** During the tenure of the lease agreement, both the parties (BEML & Owner of the Premise) have right to terminate the Lease agreement by giving THREE months notice for vacating the premises.
- 24. All disputes are subject to jurisdiction of <u>Guwahati</u> court only.
- 25. Canvassing/influencing in any form by the bidders, including receipt of unsolicited covers or post tender corrections shall be rejected without any notice to the bidder.
- 26. Lease agreement can be extended on mutual consent of both the parties (BEML & Owner of the Premise) on same terms and conditions with agreed rate.
- 27. The successful bidder/Owner of premises should make ready the premises so as BEML can possess the premises on 01.05.2020.
- 28. <u>Security Deposit</u>: Owner of the premise / parties shall quote Security Deposit (3 months advance rent only), if required only. Security Deposit shall be paid through DD / Bankers Cheque / RTGs. The owner of the premise shall return the Security Deposit on completion of lease period / termination of lease without any interest or may be adjusted with rent after giving notice for 3 months. On return of Security Deposit, the premise shall be handed over to the owner of the premise or his authorized agent.

#### GENERAL TERMS AND CONDITIONS

#### 1. Execution of Agreement:

Successful bidders shall enter into an agreement on non-judicial stamp paper of Rs. 200/- as a token of having accepted the rates, terms and conditions of the contract as per the pro-forma given by BEML Ltd. The effective date of the contract shall be reckoned from the date of signing the contract.

#### 2. **ARBITRATION :**

**For PSUs**: 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 in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act,1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

**For firms other than PSUs**: 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 <u>Guwahati</u> only and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at <u>Guwahati</u> shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

#### 3. 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 LESSEE and the LESSOR

#### 4. 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.

#### 5. JURISDICTION:

Courts at Guwahati 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.

#### 6. INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

#### A. Commitment by the Tenant :

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

#### B. Commitment by the Owner:

The Owner (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 bidder(s) / owner(s) will not commit any offence under the relevant Acts. The Owner (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Tenant as part of business relationship.

For BEML LIMITED,

#### DISTRICT MANAGER

Date :

Place :

# ANNEXURE – A

# DETAILS OF OFFICE BUILDING PREMISES FOR TECHNICAL EVALUATION (Part I) (CREDENTIALS)

1	Norse of the Drawsing Oursen	
1.	Name of the Premise Owner	
2.	Address of the Premise Owner	Present :
		Permanent :
3.	Dhana Na <sup>9</sup> a mail of promise	Land Line :
З.	Phone No. & e-mail of premise	
	owner	
		Mobile No. :
		E-mail :
		E-mail :

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4.	Permanent Account Number (PAN) under Income Tax Act.		
	GST Number		
5.	Bank Details	Account No.	
		Name of Bank	
		Name of Branch	
		IFS Code	
6.	Location / Postal address ( <i>With Pin Code</i> ) of the Premise	Location	
		Land Mark	
		Distance from City Railway Station.	KMs
		Distance from ISBT Bus stand of the city.	KMs
		Address	

		The area & premises should have proper drainage system so that there will not be water logging.	YES	NO	
		Proper Ventilation and Illumination to be provided			
			YES	NO	
7.	Whether the premise is individual Property OR Joint Property.	Individual Property / Joint Pro	perty		
	(Please Tick & provide full particulars)	Particulars:			
8.	Whether the building is Independent House or Flat or Duplex House. ( <i>Please Tick</i> )	Independent House / Flat / D	uplex House.		
9.	Year of construction of the Building (with supporting docs)				
10.	Area of the premise offered against this tender <b>in Sq.ft</b> .	Area Offered against this tender (in sq.ft) Plinth area (Buildup area) or carpet area			

11.	No. of Rooms, Toilets & Halls available in the flat/ apartment	Rooms			
	/premises your offered.	Halls			
		Toilets			
12.	Water supply (Please Tick at the				
	appropriate column & <b>provide</b> <b>details</b> )	Bore well	YES	NO	
		Tap water supply by Corporation/Societies etc)	YES	NO	
		Overhead Tank	YES	NO	
		Underground sump	YES	NO	
		Water Connection No. (If supplied by Corporation /Societies etc)			
13.	Electricity (Commercial) (Please		-		
	<i>tick</i> at the appropriate column & <i>provide details</i> )	Independent meter reading Unit available	YES	NO	
		Electricity Service No.			
14.	Power backup facility				
	(Please Tick)	Inverter connecting Facility	YES	NO	

15.	Whether copies of the following					
	are enclosed (Please Tick)	Description	YES		NO	
		Registered sale deed /				
		Equivalent Ownership document				
		Link documents				
		Approved drawing copy of the Building				
		Latest Property Tax Paid Receipt				
		Latest Electricity Bill				
		Encumbrance Certificate/NOC (as per Tech. Bid Part-I,Clause 4- H-4)				
		Authorization letter / Board resolution				
		Identity Proof of the premise owner / bidder				
		PAN Card				
16.	Whether agreed for rent agreement for initial period of 2 years. ( <i>Please Tick</i> )		YES	NO		
17.	Minimum time required for handing over the building.	days.				
18.	Is building under hypothecation?	YES	NO			

	If yes, furnish details of bankers				
	and finance details, period, etc	Name of Bank			
		Name of Branch			
		Period of Hypothecation	From	То	_
		Amount due			_
19	Fulfillment of requirement as mentioned in TECHNICAL <u>EVALUATION OF BUILDING</u> <u>PREMISE</u> - Clause (4) of Part 1 of Technical Bid of the NIT. ( <i>Please tick</i> .)	YES	NO		
20	Confirmation letter agreeable to all terms & conditions of the tender.	YES	NO		
21(a)	Deviation of the offer from NIT, if any, ( <i>Please tick</i> )	YES	NO		
(b)	If yes, provide details				

Date :

Place :

# Part –II COMMERCIAL BID (PRICE BID)

<u>Annexure B</u>

1.	Name of the Owner of the building	
2.	Postal address of premise	
3.	Total Area of the building (In Sq.ft.)	
4.	Area Offered against this tender (in Sq. ft)	
5.	Monthly Rent for the premise	Rs
		In words (Rupeesonly)
6.	Security Deposit (Please Tick)	Required / Not required
	Security Deposit Amount (If required)	Rs In words (Rupeesonly)

Date : Place : Seal & Signature (Agency Proprietor/Partner/Director)

Note: (1). Monthly rent (SI.No.4) to be quoted should be exclusive of <u>applicable Tax (GST etc.)</u>.

(2). Lowest Offer (L1) = (Quoted Monthly Rent + Interest on SD @4% Per Annum)

Total area offered (Max.634 Sq. ft).