No. C(F)/VIL/2018-19/3

BEML LIMITED

(A Govt. of India Mini Ratna Company Under Ministry of Defence)

ENGAGEMENT OF AN ASSET VALUER FOR DISINVESTMENT OFSHAREHOLDING OF BEML LIMITED IN VIGNYAN INDUSTRIES LIMITED (SUBSIDIARY OF BEML LIMITED)

1.INTRODUCTION

1.1 M/s. Vignyan Industries Limited (hereinafter referred to as VIL) was incorporated on 25.09.1963 by two individual promoters at Tarikere, Chikkamagaluru District of Karnataka for manufactures steel castings suitable for engineering, mining, railways.
☐ In October 1984, the Department of Industries and Commerce, Government of Karnataka requested BEML Limited (hereinafter referred to as BEML) to takeover VIL. Accordingly, BEML took over the management on 12.10.1984 upon acquiring 69%, based on approval of Ministry of Defence, Government of India (MoD).
During 1997, BEML extended a loan of Rs.2.43 Crs to VIL and the same has been converted 2,43,500 equity shares of Rs.100 each. With that BEML's shareholding as on date is 2,69,376 shares constituting to 96.56% of equity and other 3.44% held by 185 individuals.
☐ Vignyan Industries Limited (VIL) - M/s. VIL, Tarikere has installed production capacity of around 4000 MT per annum and producing various types of carbon steel, alloy steel and manganese steel casting of different sizes with maximum weight upto 2 MT per casting. VIL is accredited with ISO9001-2008 Certification. It is also a class — A foundry and certified by RDSO.
☐ The Board of Directors for VIL has been nominated by M/s. BEML Ltd. time to time and VIL being headed by the senior level officer of BEML and presently BEML had deputed 6 officers to VIL for carrying out the activities of the VIL. As of end December 2018, total no. of employees in VIL is 94.

1.2 Shareholding Structure as of 31.12.2018

Vignyan Industries Limited					
Category No. of Shares % to equity					
BEML Limited	2,69,376	96.56			
Individuals	9,590	3.44			
TOTAL	2,78,966	100.00			

1.3 The official website of the Company is **www.bemlindia.in**.

2. PROPOSAL

- **2.1** The Government of India, Ministry of Defence, is considering divesting BEML Shareholding in VIL which is at 96.56%.BEMLrequires the services of reputed Asset Valuers to carry out the valuation.
- **2.2** The eligible firms, as per eligibility conditions prescribed in 'Eligibility Criteria' may submit proposal as per the guidelines mentioned hereunder, for selection as 'Asset Valuer'.

3. TERMS OF REFERENCE (SCOPE OF WORK)

3.1 The broad scope of work for the Asset Valuer is to carry out valuation of Land & Buildings, Furniture & Fixtures, Civil Infrastructure like roads, drains, compound wall, etc. and Plant & Machinery including electrical, stock inventory of spares in stores etc.on an "as is where is basis". The valuation is to be done keeping in view the objective of disinvestment and would be changed if there is a change in the objective.

In estimating the market value for the above assets, the Valuer shall:

- a. Clearly identify and describe the property being valued factoring into the inventory provided by the Company.
- b. Due Diligence and Review of the location, site plans, Plant & Machinery and due diligence on approvals from various regulatory authorities as applicable, lay outs etc. Review of physical encumbrances, if any.
- c. Collect information and conduct due diligence of matters like market information, quotations and offers of similar assets sold or available in close proximity to the subject property.
- d. Value of the property by anyone or a combination of the following methods:
 - (i) Comparison Method;

- (ii) Income Capitalisation;
- (iii) Discounted Cash Flow;
- (iv) Cost Approach method;
- (v) Replacement valuation; or
- (vi) Any other generally accepted valuation methods.
- e. Suitably provide the justification / logic / assumption for selecting the appropriate method for valuation.
- f. State any assumptions or limiting conditions that may affect the analysis, opinions and conclusions.
- g. Provide sufficient information to permit those who read and rely on the report to fully understand the data, reasoning, analyses and conclusions underlying Asset Valuer`s findings, opinions and conclusions.
- h. Completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate, and not in any manner misleading.
- i. The Valuer will be responsible for generating a draft report (without giving specific figures of valuation) within a period of 2 month from the date of appointmentand making detailed presentations on the subject matter as may be required by the BEML. Post presentation, the Valuer, shall, if required, incorporate the suggestions as may be requested by the BEML or provide for any other additional clarification that may be required. The final deliverable shall be a Final Valuation Report to be delivered as and when asked for by the BEML, incorporating the change/ modifications as may be suggested above.
- j. The valuer may be required to update the valuation report if asked for by the BEML.
- **3.2** In addition to above scope of work, the Valuation Report should, *inter alia*, provide the following:
 - (i) Inception Report
 - (ii) Approach & Methodology followed.
 - (iii) Valuer assessment on the aspects mentioned above and other considerations taken in valuation of assets and how these have been considered in arriving at the values.
 - (iv) Value of the fixed assets covering land, building, plant and machinery and other fixed assets, indicating the following:
 - <u>Land</u>- Land and title details, values arrived at with reference to various sources/methods, market value, circle rate; final recommended value etc.

- <u>Building</u>- Specifications, condition computation of fair value (Such as details) regarding current costs, depreciation for past usage, additional cost required for repair & renovations, etc.)
- <u>Plant and machinery</u>- Specification, condition, computation of value (Such as details regarding current costs, depreciation for past usage, additional cost required for repair & renovations, scrap value factoring into the obsolescence in technology etc.)
- Other Fixed Assets- Specifications, condition, depreciation for past usage and additional cost required for repair and renovation, values arrived at with respect to various sources/methods.
- Any other matter which the Valuer in his own judgment feel is worth indicating Replacement Value and Realizable Value for the above assets must be shown separately. If in the opinion of the valuer certain Assets are likely to realize only scrap value, the same should be clearly indicated with suitable justifications for the same.
- Provide post disinvestment support relating to valuation issues.
- **3.3** The Terms of Reference (ToR) mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid ToR, which upon being brought to the notice of the Asset valuerby the BEML will also forman integral and mandatory part of the ToR.

4. **ELIGIBILITY CRITERIA**:

- 4.1 The Bidder should meet the following eligibility criteria for technical evaluation and thereafter for opening of their financial bids.
 - i. The interested parties should be a Valuer registered with Income Tax Department/RBI/CPWD/Public Sector Banks/Institution of Valuers etc. and in case a Partnership firm or a Limited Liability Partners or a company, the Partner or Designated Partner or a Director/ Managing Director/Whole-time Director of such entity,respectively, should be a Valuer registered with the above mentioned Authorities; and having experience of atleast 5 years for providing similar Asset valuation services.
 - ii. The interested party should have completed at least 1 (one) valuation of assets of similar nature of assets of Rs.100 (Hundred) Crores or moreduring the last 3 (Three)financial years.
 - iii. The interested party should have minimum average annual turnover of Rs.2 (Two) Crores during last three financial years.
 - iv. Consortium bids will not be allowed.

5. PROPOSAL FORMAT & TECHNICAL EVALUATION CRITERIA

5.1 The short listing of the Asset Valuer shall be based onthe following technical evaluation.

Category	Particulars	Weightage	
А	A <u>Experience and capability</u>		
	(i) Profile of the organization		
	(ii) Capability, capacity, experience and expertise in handling similar assignments		
	(iii) Details of domestic/ international assignments handled		
	(iv) Demonstrate ability to work with the Company and in coordination with the Advisor and other intermediaries as part of a team		
В	<u>Infrastructure and Manpower</u>	30	
	(i) Details of infrastructural facilities like office, manpower, etc.		
	(ii) Detailed profile of the core and support teams (with CV's of each team member detailing qualification and relevant experience) that will be deployed on the assignment in the event of selection		
С	Strategy for Valuation	30	
	Indicate strategy for valuation and demonstrate ability to deliver in a tight timetable, committing personnel and indicate the timeline.		
	Total	100	

5.2 Threshold weightage for short listing the Bidders for technical evaluation will be 70% and only the technically qualified shortlisted Bidders shall be considered for evaluation of financial bid.Pass marks for technical evaluation is 70%.

6. PRE-BID MEETING:

A pre-bid meeting shall be held at **4.00PM on 8th April 2019**, in the Conference Hall(2nd Floor), at BEML Soudha, Bangalore Prospective bidders may send their queries in advance to Shri. Sunil R. Kharad, General manager (CM), BEML Limited, BEML Soudha, 23/1, 4th Main, S.R.Nagar, Bangalore-560 027at email office@cpc.beml.co.inand may also attend the pre bid meeting.

7. BIDSUBMISSION:

- **7.1** Proposals are to be submitted in two covers as per the following directions:
 - (i) **Cover 1**(Sealed): Technical Bid:
 - (a) Demand Draft of Rs.50,000/- (Rupees Fifty Thousand only) in favour of 'BEML Limited' as non-refundable fee, payable at Bangalore.
 - (b) Covering letter on Letter Head of Company / Firm for Bid submission by the Bidder.
 - (c) Authority letter authorizing the person of the bidder to sign the proposal and other documents.
 - (d) Technical Bid alongwith all schedules, certificates &Annexure, duly filled & signed, by authorized signatory of Bidder as per Format at **Annexure-I.**
 - (e) Confidentiality Undertaking in the Format at **Annexure-II**.
 - (f) Certificate on unconditional bid in the format at**Annexure- III**.Please note that bids with conditionality shall be summarily rejected.
 - (g) Affidavit regarding no conviction, no conflict as per **Annexure-IV**.
 - (h) Certificate that in case of selection and appointment, a Performance guarantee amounting to 10% of fee quoted would be given in the form of bank guarantee, valid till the completion of the assignment and acceptance of the report.
 - (ii) **Cover2 (sealed) financial bid :**Bidder should furnish financial bid in the format as per **Annexure-V**.

Note: 1. Both cover 1 and cover 2 should be put inside another sealed cover.

2. The proposal (both envelopes) can be submitted latest by **1100hrs (IST) on 22nd April, 2019** toShri. Sunil R. Kharad, General manager (CM), **BEML Limited, BEML Soudha, 23/1, 4th Main, S.R.Nagar, Bangalore**-560027 in hard copies in original, duly signed by the authorized officer of the Legal Adviser. No proposal will be entertained after the appointed time and date. BEML will not be responsible for any postal/ courier delay. The proposals received after the appointed time and date will be rejected.

7.2Financial Bid, to be opened only after the presentation (mandatory)made by those parties who have qualified in the technical evaluation. Time date and venue for presentation will be posted on the website of BEML / DDP(MoD) / DIPAMin due course.Please note that bids with any conditionality shall be summarily rejected.

Note:

- a) The BEML reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- b) The BEMLwill not be responsible for any delay on account of late submission of Bid. Late receipt of Bid will not be considered.
- c) Consortium bids will not be allowed.
- d) Sub-contracting of the assignment will not be allowed. The appointed Asset Valuer shall be solely responsible forall the required final deliverables.

8. PROCEDURE FOR SELECTION OF ASSET VALUER:

- a. Bidder meeting eligibility criteria would be required to make a presentation of their credentials understanding in accordance with the paragraph 5 above.
- b. The Evaluation Committee/Selection Committee would evaluate the Bidders on the criteria mentioned in paragraph 5 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only bidder scoring minimum ofpredetermined marks will be considered technically short-listed.
- c. After the short-listing of Bidders based on their presentations, the Financial Bids of shortlisted bidders will only be opened. The technically qualified bidder quoting the lowest fee shall be ranked L1, the second lowest bidder as L2 and so on in that order.
- d. In case of a tie, the bidder scoring higher marks in technical evaluation will be treated as L1.
- e. The L1 bidder will be considered for award of the assignment. The financial bids of only technically qualified bidders will be opened immediately after the presentations.
- f. The party selected for award of the assignment will be required to give Performance Guarantee amounting to 10% of the fee quoted by way of bank guarantee valid till the completion of the assignment and acceptance of the report.

9. REQUIREMENT FOR FINANCIAL BIDS:

- a. The Bidder is required to quote a Fixed Lump-sum Fee for aforesaid scope of work in Indian Rupee. All applicable taxes should also be shown separately.
- b. In case of mismatch between the fee quoted, the number in words will be taken as correct for all purposes, including evaluation of financial bids.
- c. The Fee quoted by the bidder shall remain Fixed till successful completion of transaction.
- d. The fee quoted bidder shall be unconditional.All other expenses would be borne by the Asset Valuer.
- e. The Bidders will be liable to pay taxes applicable as per law.

10. TERMSOF PAYMENT

The fee to the selected bidder shall be paid in Indian Rupees in the following manner:

- 1. 25% of the fee shall be paid after acceptance of asset valuation report by the evaluation committee.
- 2. Balance fee shall be paid after successful completion of disinvestment transaction.

11. MODE OF PAYMENT

Asset Valuer will raise the invoices in triplicate to BEML Limited. The verified bills shall be forwarded to the Paying Authority duly counter-signed by the concerned Approving Authority for arranging payment. The different taxes should be indicated separately while raising the bills for payment of fee.

12. DISPUTE:

In case of dispute, the decision of the BEML will be final.

13. JURISDICTION:

The	jurisdiction	of Court will	be at New Delh	ni only.	

TECHNICAL PARTICULARS

1.	Name of Bidder	
2.	Postal address with Telephone / fax No./official e-mail for communication	
3.	Name, address, telephone/fax No./ email with whom reference may be made	
4.	Please state details of Bid Security Deposit paid	
	DD No and date	
	Amount	
	Bankers Name	
5.	Please confirm that you are a Valuer registered with Income Tax Department/ RBI/ CPWD/ Public Sector Bank/Institute ofvaluers, etc.;	
6.	Confirm that you meet the eligibility criteria and how.	
7.	State whether details of assignments done as are enclosed. Also please state whether relevant documents such as copy of Work Order's secured and performance certificates in support of experience enclosed.	
8.	State whether affidavit-cum-undertaking relating to no conviction and non-conflict enclosed.	
9.	Confirm that all technical and commercial terms and conditions are acceptable.	
10.	Any other information the bidder may desire to furnish:	

Verified that to the best of my knowledge and belief all the above information is correct and nothing has been concealed.

Seal with Signature of the authorized signatory of the bidder

Annexure-II

Confidentiality Undertaking

It is certified that the documents/ data/ information pertaining to VIL, which will be provided to [Name of the bidder] for valuation or otherwise related to it shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency/ person without prior written permission of the BEML.

It is further certified that the valuation reports and other relevant documents, which are to be submitted by [Name of the bidder] to the BEML will not be disclosed to any other agency/ person without prior permission of the BEML.

Seal with Signature of the authorized signatory of the bidder

FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF THE BIDDER

То,	
Dear Sir,	
for valuation of the asset	at the fee quoted by us for engagement as Asset Valuers of VIL is in accordance with the terms and conditions ayed on the website of BEML/DDP(MOD)/DIPAM and is
S	eal with signatures of authorized signatory of the Bidder

AFFIDAVIT CUM UNDERTAKING

We, the undersigned ("**Bidder**") are submitting our bid in respect of the Request for Proposal No $[\bullet]$, Dated $[\bullet]$ ("**Bid**") issued by the BEML Ltd. ("**CPSE**") in relation to $[\bullet]$ and in this connection we hereby solemnly affirm, declare and undertake as follows:

- (1) Details of the Bidder as disclosed in **Appendix-A** enclosed herewith are true and correct as on date.
- (2) There has been no conviction by any court of law or indictment/adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern(s) or any of our promoters or directors or that of our Indian Sister Concern(s).
- (3) No enquiry/investigations for any Grave Offence is pending against us or any of our Indian Sister Concern(s) or any of our or our Indian Sister Concern's directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency.
- (4) The details of enquiry/investigations for non-Grave Offenses pending against us/our Indian Sister Concern(s)/ our or our Indian Sister Concern's directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency are disclosed in **Appendix-B** enclosed herewith.
- (5) There are no Conflict of Interest with respect to the Proposed Transaction as on date.
- (6) During the tenure of our engagement for the Proposed Transaction, we shall keep the BEML informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as **Appendix-C** herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.
- We ourselves and/or for/with or in association withor on behalf ofor through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar transaction or any other transaction which could have a direct Conflict of Interest, in any manner or capacity to a Competitor of the Company during the term of our engagement in respect of the Proposed Transaction without prior written approval of the BEML and granting the sole discretion of such approval shall be Government/Company and shall be binding on us.

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- (8) We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the BEML, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.
- (9) We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.

(10) We understand that:

- (i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the BEML would be entitle to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the Proposed Transaction. BEML may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in view of the BEML to avoid the appearance of a Conflict of Interest.
- (ii) The BEML would be entitled to terminate our appointment if any of the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.
- (iii) if at any time after our appointment as an Advisor, either we or any of our Indian Sister Concern or the respective promoters/directors is convicted by a court of law in India or any indictment/adverse order is passed by a regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Advisor to the BEML and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction failing which the BEML may terminate our appointment after giving an opportunity of being heard.

Definitions

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meaning as set out below:

- **1. Advisor** means the Bidder and includes bidder(s) who have been selected for the Proposed Transaction by the BEMLin terms of the Bid.
- **2. Conflict of Interest:** Conflict of interest in relation to the Proposed Transaction shall without limitation is deemed to exist or have arisen if:
 - (i) The Advisor whether itself and/or for/with or in association with/or on behalf ofor through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the BEML or any such activity/association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
 - (ii) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter ("Third Party Transaction") which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the BEML.
 - (iii) The Advisor has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Proposed Transaction, in offering any advice recommendations or in providing technical assistance or other services to the BEML as part of Advisor's engagement obligations/duties.
 - (iv) In relation to a sale by the BEML, the Advisors has taken up engagement with buyer/potential buyer of such sale or their Sister Concerns.
 - (v) Any other situation, possible source or potential areas of interests which may impair Advisor's ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conflict of their professional duties towards BEML in respect of the Proposed Transaction or result in it being given an unfair competitive advantage to any other person.

- **3. Company** means VIL (A subsidiary of BEML)
- 4. **Competitor** of the Company means an Entity in India that is engaged in the business substantially similar to the business of the Company. Business of an Entity shall be deemed to be substantially similar to the business of the Company if turnover or profit of such Entity from the business activity(ies) in which the Company in engaged, exceeds 33% of the its total turnover or profit (in any of the last three years).
- **5. Entity** shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.
- **6. Grave Offence** means offences of such nature that it materially affects the reputation, business or operations adversely oroutrages the moral sense of the community and such other offences which may be considered by the BEML as grave on case to case basis after considering the facts and relevant legal principles.
- **7. Proposed Transaction** means the transaction to be undertaken by the BEML as described in bid no [●].
- **8. Senior Managerial Personnel's** means managing director, company secretary, chief executive officer, chief financial officer or persons having equivalent positions and all such other employees of the Entity who are members of its core management team excluding Board of Directors comprising all members of management one level below the executive directors and include the functional heads.
- 9. Sister Concern in relation to the Advisor, means any Entity in which the Advisor has a significant influence or which has "significant influence" over the Advisorand includes a group and a joint venture company. Significant influence" means holding of at least twenty percent or more of total voting rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or has twenty percent profit sharing in such Entity.

AppendixA, B and C hereto shall constitute and shall be deemed to form an integral part of this document.

Appendix-A

BIDDER DETAILS

Name of the Bidder	
Address: Registered Office: Corporate Office Tel: Email:	
Constitution	Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution)
SEBI registration no, if registered with SEBI	
Details of registration with other professional statutory bodies	

Appendix-B DETAILS OF PENDING ENQUIRY/INVESTIGATIONS

S. No	Name of the Sister Concern(s)/c oncerned person(s) against whom the enquiry/inve stigation has been initiated	Relations hip with the bidder	Name of the investig ating agency	Nature of pending enquiry/inv estigation and law under which the enquiry has been initiated	Brief facts/interim orders /other relevant information in respect of the pending enquiry/investiga tion

Appendix-C

DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST

S. No	Name of the Entity, in which interests Conflicts exit/may arise	Relations hip of the Bidder with the Entity	Nature/reas on of conflict/pot ential conflict	Duration of the subsistence of conflict, if any	Such other information as may be relevant and material in deciding whether there is a conflict/poten tial conflict of interest

Annexure-V

Format of Price Bid on the Letterhead of the Bidder

SI. No.	Description of work	Asset Valuat INR(#)	ion Fee in
		Figures	Words
1.	Fixed Lump-Sum Fee in Indian Rupees. (Excluding all applicable taxes)		
2.	All applicable taxes (i) (ii) (iii)		

Note:

- 1) In case of mismatch in figures and words quoted; the words will be taken as correct for all purposes.
- 2) (#) Financial bid shall be evaluated based on Sl. No. 1 only.

Seal with signatures of authorized signatory of the Bidder