

**BEML LIMITED**  
(Formerly BHARAT EARTH MOVERS LIMITED)  
(A Govt. of India Mini Ratna Company under Ministry Of Defence) BEML  
SOUDHA, No,23/1, 4th Main, S.R.Nagar  
BANGALORE-560027

**NOTICE INVITING TENDER**

Tender Ref No: CM/21/Maritime/FY25-26

Dt: 27.06.2025

**BEML Limited invites tender for Engagement of Strategy Consultant for preparation of Pre-Feasibility Report & Detailed Project Report for setting up greenfield facility for manufacturing of Maritime Cranes in India.**

**Tender closing date & time: 16/07/2025 @17.00 hrs**

**BEML LIMITED invites tenders in three bid system as mentioned below:**

- **Pre-Qualification Bid- (Part-A)- to be submitted through Manual Mode**
- **Technical Bid (Part – B) – through e-mode (SRM portal)**
- **Financial Bid (Part – C) – through e-mode (SRM portal)**

All Corrigenda, Addenda, Amendments, Clarifications etc. if any to the tender will be hosted on SRM Portal, BEML website [www.bemlindia.in](http://www.bemlindia.in) and CPP Portal only.

Bidders should regularly visit BEML website to keep themselves updated. No separate advertisement shall be published in the News-paper in this regard.

Enclosure: As above.

Note: - The tender consists of **83** No. of pages including this page.

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## DISCLAIMER

The information contained in this Tender Document (the “**Bid/RFP Document**”) or subsequently provided to Prospective Bidder(s), whether verbally or in documentary or any other form, by or on behalf of BEML Limited (“**BEML**”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is neither an agreement nor an offer and is only an invitation by BEML to the prospective Bidders who are qualified to submit their Proposal (“**Bids**”). The purpose of this Bid Document is to provide interested Bidder(s) with information that may be useful to them in the formulation of their Bid. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by BEML. Such assumptions, assessments and statements do not purport to contain all information that each Bidder may require. This Bid Document may not be appropriate for all persons/entities, and it is not possible for BEML, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

BEML, its employees and Advisors make no representation or warranty and shall incur no liability to prospective Bidder/firm/or any other person, under any laws, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document.

BEML accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document.

BEML may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that BEML is bound to appoint the selected Bidder and BEML reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever. BEML reserves the right to not proceed with the Bid document, or to alter the timelines reflected herein, or alter its procedure for the selection of Prospective Bidder.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BEML or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidder and BEML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **SECTION - 1**

### **INVITATION FOR TENDER**

#### **1.1 Background and Context**

- a) BEML Limited is a leading multi-technology and multi-location company under the Ministry of Defence, Government of India, offering high-quality products and services for diverse sectors of the economy such as coal, mining, steel, cement, power, irrigation, construction, road building, aviation, defence, metro and railways. Established in May 1964, the company operates in three major Business verticals viz., Defence & Aerospace, Rail & Metro and Mining & Construction.
- b) The Company has partially disinvested and presently Government of India owns 54 percent of total equity and rest 46 percent is held by Public, Financial Institutions, Foreign Institutional Investors, Banks and Employees.
- c) Having been adept in responding to market requirements in the past, the company has been transforming itself continually by strengthening its position in its core businesses, and adding new offerings by diversifying into adjacent opportunities. To lay the foundation for accelerated growth and sustainable financial performance, BEML is looking to significantly augment its business by strengthening and broadening its core businesses and exploring adjacent and new opportunities, with a thrust on exports and globalization with 'Atmanirbhar Bharat' or 'self-reliance' as the driving theme.
- d) As one of the largest economies in the world, India's expanding manufacturing sector, increasing foreign trade, and growing population all contribute to a rising demand for advanced port infrastructure. The Ministry of Ports, Shipping and Waterways (MoPSW), Government of India is desirous of transforming India's maritime sector by launching initiatives such as the Sagarmala program, Maritime India Vision (2030) and Maritime Amrit Kaal Vision 2047, that would propel development of new mega ports and the modernization of existing ones. As part of this vision, India's Maritime Cargo is expected to further grow from current levels of ~1.4 Bn tonnes to ~2.6 Bn tonnes between 2023 & 2030 at a CAGR of 9%, and at a CAGR of 6% between 2030 & 2047 to ~6.8 Bn tonnes. Four key pillars are drivers for this growth:
  - i) Government Reforms & Interventions – major ports act, model CA, long concession periods and PPP, fiscal incentives (VGF, tax breaks), 100% FDI, coastal eco zones
  - ii) Free Trade Agreements – FTAs with partner countries (UK, Oman, EU) will drive significant increase in maritime cargo, as experienced in the past (UAE, Australia)
  - iii) Thrust on Coastal Shipping – specific commodities like coal, iron ore are driving growth i.e., 15% CAGR from 114 MT (FY21) to 150 MT (FY23) and the trend will continue
  - iv) Increasing Containerization – Increasing demand for consumer goods, agricultural & chemical exports expected to increase port traffic i.e., container traffic grew from 4.3 Mn TEUs in FY04 to 19.9 Mn TEUs in FY23 (~8% CAGR)
- e) This evolution is likely to drive the demand for specialized and high-capacity cranes, capable

of handling a wider range of cargo types, including larger containers and bulk goods. Cranes used at ports in India play a crucial role in ensuring efficient loading and unloading of cargo, facilitating the smooth operation of maritime trade. Moreover, the push towards increasing India's share of global maritime trade will require more sophisticated, faster, and eco-friendly crane technologies to ensure competitiveness in the international market. The integration of automated and digitally enhanced cranes will also play a pivotal role in improving operational efficiency, reducing turnaround times, and supporting sustainable port practices in response to both regional and global trade dynamics.

**1.2** BEML Ltd hereby invites bids from reputed consultancy firms for subject works under a three bid system based on terms and conditions specified in this Request for Proposal (RFP) document.

a) This work will be carried out in two phases –

i) Phase 1 is for Strategic Feasibility Assessment and Phase 2 is for preparation of a Detailed Project Report (DPR) for development of crane manufacturing facility in the finalized location to provide service to the port customers. Phase 1 has four modules with Module 1 for Demand Assessment, Module 2 for Supply ecosystem and infrastructure assessment, Module 3 for Competitive assessment, Module 4 for feasibility and business plan development. Similarly, Phase II has four modules with Module 1 for Inception Analysis of Proposed Site, Module 2 for Demand Forecasting and Site Design, Module 3 for Financial Assessment, Module 4 for Final DPR and Implementation Plan Creation.

ii) There will be a time gap of approximately 8 weeks from end of Phase I (date of submission of Pre-Feasibility Report) to commencement of Phase II. This time is required for review of pre-feasibility report and processing of requisite approvals from stakeholders at Government of India. All efforts shall be put by BEML Ltd to minimise this time gap. In event of exigent circumstances beyond control of BEML Ltd, the time gap between Phase I & Phase II may be extended on mutual agreement between BEML Ltd and the Consultant.

b) The bidder shall submit a lumpsum price for carrying out both phases, bifurcating the individual prices for each phase. The payments will be made as per the Payment Schedule of each phase.

c) The selection of the consulting firm for this project will be done under Quality and Cost Based System (QCBS) method as detailed in the RFP document.

**1.3 KEY POINTS**

1	Tender Ref No	CM/21/Maritime/FY25-26
2	Nature of Work	Engagement of Strategy Consultant for preparation of Pre-Feasibility Report & Detailed Project Report for setting up greenfield facility for manufacturing of Maritime Cranes in India.

3	Date issue of Tender	30.06.2025
4	EMD (Earnest Money Deposit)	<p>Every bidder shall deposit an amount of Rs. 20 Lakhs as Earnest Money Deposit through any of the following mode before the tender closing date indicated in the tender document:</p> <p>(i) Account Payee Demand Draft / Banker's Cheque in favour of BEML Limited from any of the commercial bank</p> <p>(OR)</p> <p>(ii) An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of BEML as per format in Annexure-14 having a validity period of bid validity ( 180 Days) + 45 days from the date of opening of Tender.</p> <p>(OR)</p> <p>Through NEFT / RTGS in favour of BEML Limited. (Division Bank A/c details and IFSC)</p> <p>a) Open the following link: <a href="https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359">https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359</a></p> <p>b) Read the terms &amp; conditions, tick the acceptance box and click on Proceed.</p> <p>c) In 'Select State' dropdown, select All India and click on the Go button.</p> <p>d) In 'Select Payment Category', select EMD/ Tender Fee.</p> <p>e) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs. 20 Lakhs</p> <p>f) If EMD online payment is not possible, bidder may do the NEFT payment to the following bank details</p> <p>Address: BEML LTD, Corporate office, Bangalore. Bank name: State Bank of India Branch: Overseas Branch Bangalore Account No: 10605522959 IFSC: SBIN0006861</p> <p>g) Please ensure that online /NEFT payment of EMD amount is made</p>

	<p>well ahead of the Tender Closing Date &amp; Time mentioned in the Tender</p> <p>General Instructions with regard to EMD:</p> <ol style="list-style-type: none"> <li>Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.</li> <li>EMD submitted in any other form will not be accepted and the Bid is liable to be rejected.</li> <li>EMD lesser than Rs 20Lakhs will not be accepted and the quotation is liable to be rejected.</li> <li>EMD of technical disqualified bidder's will be returned.</li> <li>EMD of unsuccessful bidders will be returned upon completion of the tender process after on award of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.</li> <li>EMD does not carry any interest on return.</li> <li>EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.</li> <li>EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / EMD exemption certificate / BID Guarantee Form to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date &amp; Time. Failure to do so will result in rejection of the bid.</li> <li>No responsibility will be taken for postal or non-delivery/non-receipt of EMD/firms claiming EMD exemption.</li> <li>The Earnest Money / Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer or if the successful bidder withdraws from the offer after acceptance of the contract.</li> <li>For successful bidder/(s) who enters into contract with BEML, the EMD will be returned after receipt of performance bank guarantee for 10% of the Contract value after award of Contract.</li> <li>Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.</li> <li>If the successful bidder fails to furnish a Performance Bank Guarantee (PBG) as specified in bank guarantee format against this tender within the specified period for satisfactory execution of contract, EMD will be not be returned until PBG is furnished by the successful Bidder.</li> </ol> <p>Refund of EMD:</p>
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If the bidder is disqualified at Technical & Financial Evaluation stage

EMD amount will be returned back to the bidder within 14 days from the date of technical evaluation.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sno	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

**IMPORTANT NOTE to submit EMD, Integrity Pact & other specified documents.**

1. Bidders to ensure submission of EMD, Integrity Pact & other specified documents in their proposal.
2. The name & address of the bidder shall be written legibly on the left-hand bottom corner of the envelopes.
3. The Envelope containing EMD, Integrity Pact & other specified documents in the tender shall duly be superscripted on the top of the sealed envelope as below  
 "Pre-Qualification Bid"  
 Bid Invitation No:  
 Closing date & Time: "
4. Pre-Qualification Bid envelope have to reach the address as mentioned below through any fastest mode of courier / speed post/online transfer on or before the closing date & time of the tender. BEML is not responsible for any postal or courier delays.

General Manager,  
 Corporate Materials  
 BEML LTD,  
 BEML SOUDHA,  
 23/1, 4th Main, S.R. Nagar,  
 Bangalore – 560 027

		<p>KARNATAKA, India</p> <p>Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore</p> <p>Technical Bid and Financial Bid shall not be considered for evaluation if Demand Draft towards EMD received other than through Commercial Bank Authorized by RBI</p> <p>Offers of bidders will be considered for further processing subject to encashment of DD/ BG Verification/online transfer confirmation submitted towards EMD, in the absence of the confirmation, their technical and financial bids will be summarily rejected</p>
5	Availability of RFP document	BEML SRM portal, BEML Website <a href="http://www.bemlindia.in">www.bemlindia.in</a> (Under Tenders section of website) & CPP Portal.
6	Submission for suggestion/ query	On or before 1500 hrs (IST) on 7/07/2025 on email ids given below; <a href="mailto:pallavi@bemltd.in">pallavi@bemltd.in</a> & <a href="mailto:david.gangte@bemltd.in">david.gangte@bemltd.in</a>
7	Pre-bid meeting	11:00 hrs (IST) on 09/07/2025  Pre-bid meeting will be organized at BEML HQ, interested bidders are advised to send the details along with Aadhaar Number of personnel attending the pre-bid meeting by e-mail to <a href="mailto:pallavi@bemltd.in">pallavi@bemltd.in</a> & <a href="mailto:david.gangte@bemltd.in">david.gangte@bemltd.in</a> on or before 1500 Hrs (IST) on 7/7/2025.
8	Last date for submission of Bid	16/07/2025 up to 17:00 Hrs IST.
9	Date of opening of Pre-qualification on Bid (Manual Mode)	16/7/2025 at 16:00 Hrs IST.
10	Date of opening of Technical Bid	16/7/2025 at 17:30 Hrs IST.
11	Date of Bidders presentation	Presentation, as part of QCBS evaluation, to be made by the bidder's team within five (05) working days from the date of communication from BEML

12	Opening of Financial Bid	Date and Time will be notified to only those Bidders whose Technical bids are qualified.
13	Order of Precedence	1. Corrigendum/Addendum/Amendment/Clarifications 2. Invitation for Tender 3. Special Conditions of Contract 4. General Conditions of Contract 5. Instructions for Bidders

## 1.5 GUIDELINES FOR BID SUBMISSION

The tender consists of three parts: -

Sl. No	Nature of Bid	Mode of Submission	RFP
A	Pre-Qualification Bid	Manual Mode	Pre-Qualification Criteria
B	Technical Bid	E-mode (BEML SRM Plat form)	Technical Bid submission
C	Financial Bid	E-mode (BEML SRM platform)	Financial Bid Submission

BEML to receive Bids comprising of Pre-Qualification Bid through Manual mode and Technical Bid, Financial Bid through e-mode SRM portal from prospective Bidders desiring to be selected as consultant for preparation of Pre-Feasibility Report & Detailed Project Report for setting up greenfield facility for manufacturing of Maritime Cranes in India.

The bidders shall submit their Pre-qualification bid in a sealed cover with super scribing Tender reference number and closing date. Before closing date and time & to drop at 'Tender Box' placed at "Room No 1, BEML Limited, BEML Soudha' 23/1, 4th Main, S R Nagar, Bengaluru -560 027 (Karnataka)" or send the same by pre-paid registered post or by recognized courier so that they are received on/before 16/07/2025 1600 hrs IST.

### PART – A

#### Pre-Qualification Bid- through Manual Mode (Post / Courier)

The bidders shall mandatorily meet all of the following criteria to be eligible to participate in the combined technical and financial bidding process.

1. The Strategy Consultancy firm should be empaneled as part of Digital India Program (i.e. registered under National Informatics Centre Services Inc. (NICS) as Tier-1 consultants Category D).
2. Bidder must have undertaken three completed similar works in similar industries during the last ten years (2015-16 to 2024- 25/ 2015-2024) with the order value of each such works not less than INR 6 Crore/ USD 1 million.

3. Sub-Contracting / JV / Consortium is permitted. Binding Agreement with sub-contractor or JV / Consortium agreement, as applicable, is required to be submitted along with Technical Bid. Credentials of Sub-Contractor/ JV/ Consortium Partner to be submitted for technical evaluation, as required in the evaluation criteria.
4. The Bidder / Sub-Contractor / JV / Consortium Partner should individually have at least an average annual turnover in India of INR 100 Crore from consulting works during the last three years, 2022-23; 2023-24 & 2024-25. Documents to be submitted: Audited Balance Sheet and Profit & Loss Account indicating annual turnover or; Certificate from statutory auditors/ chartered accountant indicating the annual turnover of the bidders. All documents to be duly certified by CEO/ MD/Country Head. In case audited results for 2024-2025 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant or self-certification by CEO/ MD/Country Head may be submitted. Information to be submitted as per **Annexure-4**.
5. Bidder / Sub-Contractor / JV / Consortium Partner shall be individually compliant to Rule 144(xi) of General Financial Rules (GFRs) 2017 as notified by Ministry of Finance / Department of Expenditure OM No. F. No.6/18/2019-PPD dated 23.07.2020, including amendments / revisions issued from time to time. Document to be submitted: Self-certification by CEO/ MD/Country Head.
6. In case of JV / Consortium, the lead partner will be empaneled with NICS as Tier-1 consultants Category D.
7. Bidder or Sub-Contractor or JV or Consortium Partner shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. A Self-declaration certificate should be enclosed.
8. Bidder or Sub-Contractor or JV or Consortium Partner, if is an Indian Subsidiary of parent holding company, can claim experience of parent holding company for pre-qualification. Documentary proof for incorporation / registration to be provided. If in case of acquisitions / mergers in the past, satisfactory documentary evidence needs to be submitted for claiming their experience for prequalification. Change of name of applicant in the past, if any shall be corroborated with satisfactory documentary proof.

**Documents to be submitted**

9. Information in the prescribed format as in (**Annexure-2 to Annexure-4- i.e Bid form, General declaration form, Financial capacity of the bidders**) and supporting documents
10. Certificate of incorporation/ registration in India / RBI Authorization certificate to be provided along with copy of PAN and copy of GST registration certificate as a documentary proof. If in case of acquisitions / mergers in the past, satisfactory documentary evidence needs to be submitted for claiming their experience for prequalification. Change of name of applicant in the past, if any shall be collaborated with satisfactory documentary proof.

11. Letter of Empanelment with NICS Tier-1 Consultants - Category D
12. Power of Attorney for Signing of Bid in Annexure-5.
13. A forwarding letter confirming validity of the proposal for 180 days from the due date of submission of proposal, detailing contents of the proposal including list of enclosed documents.
14. Integrity pact as per Annexure-12
15. Earnest Money deposit (EMD) of Rs. 20 lakhs.
16. If Integrity pact and EMD or EMD exemption certificate is not provided the bid will be rejected and will not be processed further
17. The bidders shall have to confirm their eligibility as per Govt. guidelines mentioned below with A self- certification by CEO/ MD/Country Head has to be provided.
18. The firm should be in the field of Management/Strategy Consulting for the last 10 years – copy of Certificate of Incorporation/ any other statutory documentary proof to be submitted along with the bid.
19. Copy of award of work and documentary evidence in support of the successful completion of an assignment OR self-certification by CEO/ MD/ Country Head Please refer attached Annexure-7

#### **PART – B**

Technical Bid **to be submitted** in E-mode SRM portal..

#### **All documents other than price should be provided in Technical Bid**

- a) Technical Proposal Letter in the prescribed format as in (Annexure-15).
- b) Information in the prescribed format as in (Annexure-6, 8, 17,18,19,20,21) and supporting documents.
- c) Others necessary documents as required for this Tender
- d) Copy of Power Point Presentation on Detailed Case Study.
- e) Copy of Power Point Presentation detailing Approach & Methodology
- f) Documents to be produced for assigning the marks as per the Section 5 of the Bid Document.

#### **PART – C**

FINANCIAL BID through e-mode SRM portal.

The quoted cost/prices will be firm & fixed & inclusive of all expenses/ charges such as taxes, all travel, living and incidental expenses, insurance, statutory levies, postage, electronic machinery charge as computer, printer, internet etc. of Consultant's personnel and exclusive of GST, which will be paid extra against submission of documentary evidence of deposition of the same

**Price Bid as per Annexure 13 to be submitted through online SRM Portal.**

SN	Item description	Price in INR inclusive of all taxes & duties excluding GST
1	Lump-sum consultancy charges for Phase-1 & Phase-2	Rates to be entered in the Price Conditions tab in SRM System only considering the entire scope of work

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## **SECTION – 2**

### **INSTRUCTION FOR BIDDERS**

#### **2.1 General Instructions to Bidders:**

The invitation for Bid is open for all reputed firms registered under NISCI as Tier-1 consultants Category D who meet the eligibility and technical criteria for setting up green field facilities for manufacture Maritime Cranes for the period specified in this RFP.

- a) This tender document is not transferable under any circumstances.
- b) All the documents shall be uploaded in PDF Format in SRM platform.
- c) Canvassing and request for in any manner, including unsolicited letters after submission of tenders, or post tenders corrections shall render offers of such parties indulging in such activities are liable for rejection.
- d) Bidder shall ensure that all the information & documents submitted by them are true & correct.
- e) Submission of false information by the bidders shall render the tender liable for rejection during any stage of evaluation and before award of contract. In case, it comes to the knowledge of BEML that the bidder has submitted false information, EMD submitted by such bidders shall be forfeited at the discretion of BEML.
- f) In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder. The PBG shall also be encashed on a result of consequence of breach of contract at the discretion of BEML.
- g) In case any person/persons, Company, firm, Associations have any litigations, arbitration cases against BEML, pending before any court of law/ Arbitrator, such person/company/firm/association shall not be eligible to participate in this tender.
- h) Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and shall be liable for rejection.
- i) The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- j) The bidder shall also affix seal and signature on each and every page of the tender document before submitting the tender on BEML SRM System. No corrections or revisions shall be entertained after the closing date and time of tender.
- k) Please note that as per the directives from Ministry of Defence, Class 3 Organization Digital Signature (Signing & encryption) is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.

- l) In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) (Contact person: Ms. Anitha K)
- m) Technical bids of only those bidders shall be considered for evaluation who is meeting the pre-qualification criteria.
- n) Fax/email quotations are not acceptable.
- o) Please ensure that no price details are mentioned in the technical bid. Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.

## **2.2. TENDER DOCUMENT**

The complete tender document has been uploaded on the BEML tender portal (please refer website: [www.bemlindia.in](http://www.bemlindia.in), CPP Portal and BEML SRM Portal). The bidder is expected to download and study the complete BID document, including all instructions, specifications, conditions, scope and other requirements given in the document. The BID document together with all its attachments thereto shall be read, understood, and accepted by the bidders as one document. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the BID will be hosted on tender portal only. Bidders should regularly visit this portal to keep themselves updated; no separate advertisement shall be published in the newspaper in this regard.

## **2.3. Amendment of tender document**

At any time prior to the deadline for submission of Bid, BEML may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of Addendum in its official website. [www.bemlindia.in](http://www.bemlindia.in). Bidders have to take into the account all such Clarification/ Addendum/ Corrigendum before submitting their bid.

## **2.4. Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language, except that any Supporting documents and printed literature may be allowed in another language, provided it is accompanied by an English translation which shall be used for the purpose of bid interpretation. Supporting materials, which are not translated into English, may not be considered. The bidder shall quote the rates in English language and international numerals.

## **2.5. Bid Clarifications / Pre-Bid Meeting**

Bidders requiring any clarifications on the Bid Document may seek the same from BEML as per date mentioned. BEML shall endeavor to respond to the queries / post the replies to the queries on BEML website. However, BEML reserves the right not to respond to any question or provide any clarification, at its sole discretion.

The pre-bid meetings for clarifying any doubts with respect to the RFP document will be held in person at BEML HQ, interested bidders are advised to send the email to [pallavi@bemltd.in](mailto:pallavi@bemltd.in) & [david.gangte@bemltd.in](mailto:david.gangte@bemltd.in) for the participation on or before 7/7/2025.

Bidders are requested to submit their queries on the RFP if any, latest by 7/7/2025@15:00 Hrs (IST) No further opportunity after pre-bid meeting will be granted to seek clarifications.

BEML's responses to the queries/clarifications etc. and/or minutes of the pre-bid meeting shall also form part of this RFP document and will be hosted on the tender portal without disclosing source of the query. All decisions taken by BEML after pre-bid meeting shall be binding on all the bidders.

### **PRE-BID MEETING: -**

1. A pre-bid meeting would be held to clarify any concerns bidders may have with the scope of work, documents submittals and any other requirements.
2. Queries from Bidders if any, will be clarified during the pre-bid meeting which would be held on 9/7/2025 at 11.00 AM.
3. Any queries/clarification/information/details required by the bidder may be sent to the following e-mail addresses: [pallavi@bemlltd.in](mailto:pallavi@bemlltd.in) & [david.gangte@bemlltd.in](mailto:david.gangte@bemlltd.in)
4. The queries / clarifications sought need to be sent in advance on or before 1500 hrs (IST) on 7/7/2025. The decision of BEML on this will be final & binding.
5. It is suggested that all the bidders may participate in the pre-bid meeting & obtain all the clarifications before submitting the bids.
6. Non-attendance at the Pre-Bid meeting will not be a reason for disqualification of a Bidder.
7. Any modification of the Bidding documents which may become necessary as a result of the pre-bid meeting, shall be made by BEML and the same will be hosted on BEML website as corrigendum.
8. Clarifications to the bidders' queries during the pre-bid meeting and all Corrigenda, Addenda, Amendments, Clarifications etc if any to the tender, will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in) only and no separate communication will be given.
9. Bidders should regularly visit BEML's website to keep themselves updated on this tender.
10. No separate advertisement shall be published in the Newspaper in this regard & no bidder will be individually/separately informed of the same.
11. All Corrigenda, Addenda, Amendments, Clarifications etc, if any, thus issued shall be part of the Bidding documents. Prospective Bidders shall sign the same with seal and upload as a part of technical bid.

### **2.6. Signing of the bids**

Bidder must be registered under relevant applicable Indian Laws, it must be authorized by the global principal to operate in India through its branch office in India. Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with BEML during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed'/ interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the RFP document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized signatory.

### **2.7. Bid Due Date**

Bids should be submitted on or before 16/7/2025 @17:00 hours IST on the Bid Due Date or extended date/time if any, at the address provided. Bids received after the specified time of their submission shall be treated as 'Late' and shall not be considered under any circumstances. BEML at its discretion,

may extend the bid submission date. Information related to the same shall be hosted on the tender portal.

## **2.8. Modifications/ substitution/ withdrawal of Bids**

Bidder may modify their bids in SRM online portal on or before closing date and time indicated in tender.

## **2.9. Bid Validity**

The Bid shall remain valid and open for acceptance for a period of **180 days** from the last date for submission of the Bid.

## **2.10. Bid Opening**

The Qualification proposals of the bids will be opened at the time, date and place as specified in 'Key Details' in Section I. In event of the specified date of Bid opening being declared a holiday for BEML, the Bids shall be opened at the appointed time on the next working day.

The Envelope comprising of pre-qualification bid will be opened on the date as stipulated in the Key details in Section-I. Qualified Bidders will be processed for further technical evaluation. The qualified Bidders will be required to make a presentation before the **Techno-commercial Evaluation Committee** constituted by BEML.

## **2.11. Opening of Financial Bids**

Financial bid of Bidders who qualify in the technical evaluation and secure equal to or more than seventy 70 % in the technical bid will only be opened on the date and time, which will be notified to the bidders who qualify in technical evaluation.

## **2.12. Bid Security/EMD**

- a) Bid Security shall be in the form of a demand draft / Bankers Cheque issued by a Commercial Bank in India, drawn in favour of the BEML Limited and payable at Bangalore. BEML shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- b) The Bid Security of all Bidders except mentioned in Clause 2.12 (c) will be refunded by BEML, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by BEML.
- c) The Bid Security shall be forfeited and appropriated by BEML as mutually agreed genuine pre-estimated compensation and damages payable to BEML for, inter alia, time, cost and effort of BEML without prejudice to any other right or remedy that may be available to BEML hereunder or otherwise, under the following conditions:
  - i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 6.17 of this Bid Document;
  - ii) If a Bidder withdraws its Bid during the period of Bid validity as specified in this Bid Document and as extended by the Bidder from time to time;
  - iii) In the case of Selected Bidder, if it fails within the specified time limit
    - (1) to sign the Agreement and/or
    - (2) to furnish the Performance Security within the period prescribed therefor in the Agreement; or
    - (3) In case the Selected Bidder, having signed the Agreement, commits any breach

thereof prior to furnishing the Performance Security.

### **2.13. Evaluation**

The evaluation of bids shall be carried out as per Section- 5 “Evaluation criteria” (Page-No:31-36)

### **2.14. Notification of Award**

Prior to the expiry of the period of validity of the Bid, the Successful Bidder shall be notified through a Letter of Acceptance (LoA) sent through fax to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.

### **2.15. Signing of PO as per PO terms.**

Within fifteen days of the date of issue of Letter of Acceptance, the successful party shall sign the Consultancy Agreement. For execution of the Agreement, the successful bidder shall provide Stamp Paper of appropriate value. The cost of non-judicial stamp paper shall be borne by the Consultant.

### **2.16. Performance Bank Guarantee (PBG)**

- a) The successful bidder shall submit an unconditional, irrevocable Bank Guarantee for an amount equal to ten percentage (10%) of the contract value to guarantee for the performance of the contract in favor of BEML LTD, Bangalore corporate office, payable at Bangalore from any Scheduled Commercial Bank Authorized by RBI prior to execution of contract with BEML LTD within two (02) weeks from receipt of LOA from BEML LTD. The format of PBG is annexed at Annexure 10 hereto. The PBG shall be valid for a period of 18 months from the date of the contract. Further, the bank guarantee should be valid for lodging claim for the period of another 6 months from the date of expiry of the validity date. In case of extension of completion period, successful bidder shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.
- b) In case of non-submission of PBG by successful bidders before executing the contract or if the successful bidder fails or neglects any of bid obligations under the contract, BEML at its sole discretion reserves right to take following course of action:
  - Forfeiture of EMD submitted by the successful bidder and Contract will be cancelled & Risk purchase clause as below of this tender enquiry shall be invoked.
  - 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/en-cash of EMD/PBG.

### **2.17. Encashment of Bank Guarantee:**

- The Bank Guarantee will be encashed by BEML LTD, upon un-satisfactory performance.
- If there is any breach of any terms & conditions of the tender or contract on part of the successful bidder after award of contract.

- The decision of BEML LTD will be final with regard to the encashment of Bank Guarantee and the extent thereof.

#### **2.18. Right to accept or reject any or all Bids**

BEML reserves the right to seek clarifications at any stage, without liability or any obligation for such invitation and without assigning any reason.

BEML reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by BEML, the supplemental information sought by BEML for evaluation of the Bid.

BEML reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document. Any such verification or lack of such verification by BEML shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of BEML there under.

#### **2.19. Extension of validity of Bid:**

If it becomes necessary, BEML may request the parties, in writing, to extend validity of Bid. The parties shall have the right to refuse such extension without forfeiting their EMD. In case a party extends the validity then it shall also extend the validity of its EMD for corresponding period.

#### **2.20. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising BEML in relation to, or matters arising out of, or concerning the Bidding Process. BEML will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. BEML may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or BEML or as may be required by law or in connection with any legal process.

#### **2.21. Proprietary data**

All documents and other information supplied by BEML or submitted by a Bidder to BEML shall remain or become the property of BEML. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. BEML will not return any Bid or any information provided along therewith

**SECTION – 3**  
**SCOPE OF WORK**

3.1 For operational convenience, the duration of the consultancy contract is divided into Phase 1 (further sub-divided into Module 1, Module 2, Module 3 & Module 4) and Phase 2 (further sub-divided into Module 1, Module 2, Module 3 & Module 4), with objectives as detailed below:

**Phase 1: Strategic Feasibility Assessment**

**Phase 1 Module 1:** Demand Assessment

**Phase 1 Module 2:** Supply Ecosystem and Infrastructure Assessment

**Phase 1 Module 3:** Competitive Assessment

**Phase 1 Module 4:** Feasibility and Business Plan Development

**Phase 2: Detailed Project Report (DPR) creation for shortlisted location**

**Phase 2 Module 1:** Inception Analysis of Proposed Site

**Phase 2 Module 2:** Demand Forecasting and Site Design

**Phase 2 Module 3:** Financial Assessment

**Phase 2 Module 4:** Final DPR and Implementation Plan Creation

**3.2 DETAILED SCOPE OF WORK**

**Phase 1 (17 Weeks) Strategic Pre Feasibility Assessment:**

**Module 1: Demand Assessment**

**Objective:** To conduct a comprehensive, segmented, and validated analysis of crane demand for Indian and export markets across crane types, regions, and usage categories (new and replacement) at least for the next 20 years.

**Scope of Activities:**

**1) Crane Market Segmentation**

- a) Classify demand by crane types such as Ship to Shore Crane (STS), Rail Mounted Quay Crane (RMQC), Rubber Tyred Gantry (RTG), Rail Mounted Gantry (RMG), Mobile Harbour Crane (MHC), Floating Cranes, analyzing their specific applications, technical requirements, and popularity in Indian and global ports.
- b) Segment demand by port categories: Major Ports, Non-Major Ports, Private Terminals, and Captive Jetties, considering planned capacity expansions and operational models.
- c) Differentiate between new demand for capacity additions and replacement demand arising from asset obsolescence or upgrading needs, analyzing useful life cycles and modernization trends.
- d) Apply geographical segmentation across India's coastal and hinterland regions to identify regional growth pockets and logistics advantages.

- e) Annual Crane procurement data (last 5 Years) with such details as type, capacity, manufacturer and country of origin.

## 2) Domestic and Export Market Potential Estimation

- a) Estimate current and projected demand using appropriate methodology.
- b) Align demand assessments with national strategies like Maritime India Vision 2030, Sagarmala, MAKV 2047 and PM Gati Shakti to incorporate public infrastructure investment trends.
- c) Account for demand from associated services such as Annual Maintenance Contracts (AMC), spare parts, and retrofit opportunities, recognizing lifecycle value creation.
- d) Identify export market opportunities within key markets, using appropriate methodology including South Asia, Africa, the Middle East, and Southeast Asia, to understand India's competitive positioning
- e) Quantify Total Addressable Market (TAM) and Serviceable Addressable Market (SAM) for both domestic and international markets.

## 3) Growth Forecast and Scenario Modelling

- a) Develop demand growth projections under baseline, optimistic, and conservative scenarios based on historical data, port expansion forecasts, and economic indicators.
- b) Disaggregate growth forecasts by crane type and region, factoring in technology shifts and policy incentives.
- c) Integrate policy, economic, and trade developments into the growth modelling to reflect macro-environmental influences.

## 4) Stakeholder Consultation and Demand Validation

- a) Conduct structured interviews/ discussions with major stakeholders including Port Authorities, Terminal Operators, EPC contractors, OEMs, and government agencies.
- b) Capture qualitative and quantitative inputs on product preferences, procurement patterns, service requirements, and sustainability drivers.
- c) Incorporate insights from customer trends and preferences covering automation, energy efficiency, ease of maintenance, and financing models.
- d) Validate and refine quantitative demand projections by triangulating top-down and bottom-up insights.

## Module 2: Supply Ecosystem and Infrastructure Assessment

**Objective:** To evaluate the availability, readiness, and competitiveness of the supply side ecosystem to support indigenous crane manufacturing.

### Scope of Activities:

#### 1) Infrastructure and Connectivity

- a) Assess power availability (including high tension connections), water supply, drainage, road and rail access, port proximity, and ICT infrastructure in shortlisted clusters.
- b) Evaluate logistics corridors to facilitate efficient movement of large crane components and final products to Indian ports and export destinations.
- c) Prioritize industrial parks, SEZs, and CEZs offering ready infrastructure and single-window clearances.
- d) Identify priority locations for the extant project, using appropriate methodology

#### 2) Manufacturing and Technological Capability for the priority locations

- a) Map regional capability for heavy fabrication, precision machining, surface treatment, robotic welding, CNC operations, and assembly processes.
- b) Identify qualified vendors and assess their compliance with international manufacturing standards and certifications. Evaluate technology readiness for critical production processes such as load testing and quality control.

**3) Component Availability and Supply Chain Maturity**

- a) Identify Tier-1 and Tier-2 suppliers for key crane components, example- drives, hydraulics, cables, control systems, and Programmable Logic Controllers (PLCs).
- b) Assess domestic availability, lead times, import dependencies, and opportunities for phased localization.
- c) Evaluate supply chain resilience and vendor readiness for long-term partnerships.

**4) Maintenance and Service Ecosystem**

- a) Map existing Maintenance, Repair, and Overhaul (MRO) capabilities and AMC providers.
- b) Assess potential to establish or expand BEML-led service centers near major ports and customer clusters.

**5) Labor Availability and Skill Development**

- a) Analyze availability of skilled labor including welders, fitters, machinists, engineers, and crane assembly specialists.
- b) Map proximity to technical institutions such as ITIs, polytechnics, engineering colleges, and NSDC partner centers.
- c) Identify potential for industry-academia skilling partnerships.

**6) Policy and Regulatory Landscape**

- a) Review state-level incentives (land, capex, tax, SGST), industrial policies, and PPP support.
- b) Evaluate ease of doing business including clearances and zoning compliance.
- c) Align feasibility with national manufacturing goals and PLI/Atmanirbhar Bharat objectives.

**7) Land Assessment and Availability**

- a) **Identification of Land Parcels:** Identify available land parcels in port-proximate industrial zones, CEZs, SEZs, or government industrial parks.
- b) **Technical Evaluation:** Assess each parcel for size, shape, basic topography, and suitability for heavy fabrication and assembly.
- c) **Zoning and Regulatory Aspects:** Verify land use classification, CRZ restrictions (if coastal), acquisition status, and compliance with industrial norms.
- d) **Infrastructure Readiness:** Evaluate on-site and surrounding infrastructure such as electricity supply, water, drainage, approach roads, and internal access.
- e) **Cost and Allotment Terms:** Assess pricing, lease conditions, tenure, and government incentives for industrial occupancy.
- f) **Engagement Readiness:** Prioritize parcels where state governments or port authorities express readiness for MoU or facilitation support.

**Module 3: Competitive Assessment**

**Objective:** To benchmark competitors' product offerings, manufacturing scale, cost structure, and technology integration.

**Scope of Activities:****1) Competitor Profiling**

- a) Identify global OEMs active in the Indian and international port crane markets such as, but not limited to, ZPMC (China), Liebherr (Germany), Konecranes (Finland), Kalmar (Sweden), SANY (China), HD Samho and others.
- b) Assess their presence in India and globally across different crane categories (STS, RTG, MHC, etc.).
- c) Evaluate their market share, customer base, and reputation for quality, service, and innovation.

- 2) **Production Capacity and Utilization**
  - a) Map annual production capacity and utilization for leading global and Indian players.
  - b) Document forward-looking expansion plans including manufacturing facilities as OEM or joint ventures in Asia, Africa, using publicly available sources and primary surveys
  - c) Compare operational scale and export orientation of different manufacturers.
- 3) **Landed Cost and Price Benchmarking**
  - a) Analyze landed cost of imports from Europe, Asia, and the US, including base price, duties, insurance, logistics, and forex risks.
  - b) Benchmark against local manufacturing cost structures in India.
  - c) Assess implications of global supply chain constraints, trade policy, and tariffs.
- 4) **Product Technology Benchmarking**
  - a) Study technology availability and evolution in marine crane:
    - i) Smart diagnostics and predictive maintenance using IoT.
    - ii) Automated and semi-automated systems with AI integration.
    - iii) Energy-efficient technologies such as hybrid and fully electric cranes.
    - iv) Other key features that can distinguish BEML from competition
    - v) Safety and compliance certifications (EN, IEC, ISO).
- 5) **Compare BEML's current capabilities and identify technology gaps and investment requirements**
- 6) **Best Practice Case Studies**
  - a) Analyze industrial ecosystems supporting port crane manufacturing in countries like China (Shanghai/ZPMC), Germany (Rostock/Liebherr), South Korea (Samho) and others.
  - b) Document:
    - i) Cluster-level infrastructure and vendor base.
    - ii) Policy and fiscal support from governments.
    - iii) Academic and R&D collaborations.
    - iv) After-sales service network structure.
  - c) Extract actionable practices relevant for Indian context to enable phased development of a globally competitive ecosystem.

#### **Module 4: Feasibility and Business Plan Development**

**Objective:** Recommend a viable business structure and model, and prepare a complete business plan and implementation strategy to support BEML's entry into the port crane manufacturing sector.

##### **Scope of Activities:**

- 1) **Capacity Assessment and Location Finalization**
  - a) Consolidate learnings from Modules 1–3 to assess the capacity of proposed facility.
  - b) Consolidate learnings from Modules 1–3 to score 4–5 shortlisted clusters based on: market proximity, vendor ecosystem, land availability, infrastructure readiness, labor pool, logistics access, and policy incentives.
  - c) Conduct multi-criteria analysis (MCA) to identify the top 1–2 most feasible locations.
  - d) Engage local stakeholders to confirm feasibility of land allotment and facilitation support.
- 2) **Business Case Development**
  - a) Prepare Short Term (5 Year), Mid Term (10 Year) and Long Term (20 Year) financial projections, including:
    - i) Revenue forecasts across product segments and services

- ii) Cost projections (capex, opex, material cost, labour, overheads, logistics).
- iii) Policy Support / incentives required.
- iv) Cash flow modeling and profitability metrics (EBITDA, PAT).
- v) Financial KPIs: IRR, NPV, ROCE, payback period.

- b) Include sensitivity analysis on demand variation and cost escalation due to various reason
- c) Map investment needs across short-, medium-, and long-term horizons.
- d) Partner Identification (Technology Partner)

### 3) **Business Model Structuring**

- a) Evaluate and recommend optimal structure:
  - i) Wholly owned manufacturing unit.
  - ii) Joint venture (JV) or special purpose vehicle (SPV).
  - iii) Strategic technology partnerships (licensing/transfer).
  - iv) EPC partnerships or contract manufacturing
  - v) Any other appropriate structure
- b) Define partnership evaluation framework for:
  - i) Technology providers.
  - ii) Component vendors.
  - iii) Infrastructure and EPC partners.
  - iv) Institutional investors or co-developers.
  - v) Government (MoPSW, State Govts.) for facilitation
  - vi) Any other stakeholder

### 4) **Risk Identification and Mitigation**

- a) Identify risks across technical, regulatory, operational, and commercial dimensions:
  - i) Land acquisition delays, policy uncertainty, regulatory bottlenecks.
  - ii) Execution risks: supply chain disruptions, skilled labor shortage, cost overruns.
  - iii) Business risks: market demand underperformance, pricing competition, forex volatility.
- b) Recommend risk mitigation strategies tailored for BEML's context, including phased execution, supplier diversification, currency hedging, and strategic collaborations.

### 5) **Implementation Roadmap**

- a) Prepare a step-by-step execution plan with indicative timelines:
  - i) MoU finalization with state/port authorities.
  - ii) DPR preparation and approvals.
  - iii) Design, procurement, and factory establishment.
  - iv) Pilot production phase and ramp-up timeline.
- b) Define project governance structure, including PMU formation, review mechanisms, and escalation matrix.

### 6) **Stakeholder Engagement and Facilitation**

- a) Support formal engagement with:
  - i) State Governments.
  - ii) Port Authorities.
  - iii) MoPSW, DPIIT, Ministry of Heavy Industries.
- b) Facilitate signing of intent or MoUs for land, infrastructure, and incentives.
- c) Prepare presentations for BEML board and ministries to support investment approval.

**Phase 2 (26 weeks), Detailed Project Report (DPR) creation for shortlisted location:****Module 1: Inception Analysis of Proposed Site**

**Objective:** conduct foundational groundwork through comprehensive data collection, preliminary assessment of revenue potential, and an initial Environmental and Social Impact assessment (ESIA). It also includes site-specific analysis to evaluate the suitability and strategic viability of the proposed location. These activities aim to inform decision-making and guide subsequent phases of the project

**Scope of Activities:****a) Data Collection**

- i) Collect all secondary data and reports available with Central Govt, State Government, local bodies and any other relevant govt entity.
- ii) Conduct Site visits for collection of primary / additional data
- iii) Assess data gap and sources of additional data
- iv) Collect additional data, as required, using field surveys and investigations including ground reconnaissance for general examination of the proposed location.
- v) Study of different parameters / conditions like marine, meteorological, hydrographical, hydrological data including availability of waterbed close to the facility location

**b) Preliminary Assessment of Revenue Potential**

- i) Refine revenue potential for the proposed project to conceptualize the project and arrive at the basic planning & design parameters and physical requirements of the project including land, infrastructure, connectivity etc.

**c) Preliminary Environmental and Social Impact Assessment**

- i) Organize consultations with various stake holders, NGOs, local environmental authorities.
- ii) Identify issues pertaining to CRZ including mangroves and such sensitive features (if any), littoral drift, fugitive emissions from heavy engineering manufacturing, interference with fishing activities during operations, migration of workers and water requirements during construction etc.
- iii) Conduct environmental and Social Assessment study
- iv) Segregate mitigable and non-mitigable issues and develop solutions to mitigate the issues
- v) Estimate costs for E&S issues and mitigation measures

**d) Analysis of Proposed Site of Development**

- i) Examine the proposed site for development and suggest site modifications if required, for capacity expansion in the future to meet demand. If the proposed site is insufficient to cater to expansion required, alternate sites may also be proposed that can be considered for capacity expansion. Phasing Plan to be provided.
- ii) Identify the most suitable siting for the project to ensure waterbed access where vessels can dock for transportation of cranes to port customers

**Module 2: Demand Forecasting and Site Design**

**Objective:** Support project planning through demand forecasting and the detailed design of the proposed site. This includes conducting engineering surveys and technical investigations to inform infrastructure layout, ensure site feasibility, and optimize design efficiency in alignment with projected demand

**Scope of Activities:****a) Detailed Demand Analysis and Demand Forecast**

- i) Forecast crane wise demand across the market segments considering
  - 1) macro-economic factors and drivers of growth in ports within proximity of the site
  - 2) Hinterland and Maritime connectivity to far-off ports from the site

- 3) Competing ports and facilities
- ii) Assess incremental demand potential with co-development of industrial clusters, refinery, thermal power plant, maritime cluster, along with the development of the port
- iii) Assess likely vessel sizes / on-road fleet based on current and future scenarios, supply side analysis, draft considerations
- iv) Convert demand estimates into vessel movement / on-road fleet movement estimates

**b) Engineering Surveys and Investigations**

- i) Conduct detailed technical investigations covering
  - 1) Geo Technical investigation
  - 2) Waterbed surveys and Oceanographic investigations
  - 3) Topographic surveys
  - 4) Soil and material investigation
  - 5) Any other surveys, studies, investigations, simulations that would be required for the Techno Economic Feasibility Report.

**c) Preliminary Design & Detailing of preferred option**

- i) Develop a master plan for the facility covering the following aspects
  - 1) General Layout: The general layout shall be developed in consultation with all agencies relevant to the operations of the facility such as transport operators, shipping lines, examination & certification agents, customs / excise, equipment suppliers etc., in order to ensure visibility of the proposed methodology of operation and the expected efficiency productivity levels
  - 2) Design and Project Components: Based on the projected demand all facility and infrastructure shall be designed to internationally accepted standards and norms including but not limited to
    - (a) Equipment - Requirements for all equipment shall be assessed and outlined. Suitable equipment for various categories such as crane manufacturing, transporting, weighing, material handling, firefighting, crane tracking etc., shall be identified in order that they are able to achieve the planned performance efficiencies. Equipment includes supporting software, operating systems and training. Requirement of tugs, pilot launches and other floating harbor craft, required for berthing / de-berthing of vessels shall be included
    - (b) Onshore facilities & Warehouses - The requirement for various facilities like truck parking, tank farms for bunkering, weigh bridges, fueling stations, repair / maintenance shops, canteens, first aid, security, emergency gates, firefighting etc. shall be included
    - (c) Bonded Stores - Bonded stores for storage of items being imported by the Technology partner, customs clearance, etc
    - (d) Perimeter security - Requirements for perimeter security and waterfront security to be included.
    - (e) Connectivity - Assess the existing and proposed road and sea linkages, distance from the proposed facility and recommend detailed plans for all upgradation and development that may be essential for the functioning of the facility at the planned efficiency levels
    - (f) Utilities - The requirements of various utilities such as electricity, water, sewerage / effluent, lighting etc., for the facility at various stages of project life relating to the projected growth in demand shall be included
    - (g) Berth Layout - Detailed plans related to the approach channel, including vessel turning area in dock basin suitable for the anticipated vessel size, breakwater protection required as per numerical models, berth orientation shall be provided
    - (h) Dredging and reclamation - Detailed dredging and reclamation plans (with details of dumping locations) along with cost estimates shall be provided in the report

- (i) Navigational aids - The details of all the navigational aids required including state of-art VTMS surveillance and other safety measures such as fire-fighting plans shall be included in the report
- (j) Hydrographic surveys and charts - The detailed hydrographic surveys of the area of the site and nearby areas shall be conducted, and the chart prepared
- (k) Subsoil profile - The profile showing the different strata of the subsoil up to the proposed dredge depth shall be provided in the report.

### **Module 3: Financial Assessment**

**Objective:** Establish a clear financial foundation for the proposed development by calculating project costs, estimating pricing and revenue potential, and conducting a comprehensive financial viability analysis. These activities aim to assess the economic sustainability of the project and support investment and funding decisions

#### **Scope of Activities:**

##### **a) Project Costs**

- i) On the basis of the foregoing planning and design, facility configuration, equipment requirements, material surveys, soil investigation surveys, environmental & social assessment surveys, project costs shall be estimated
- ii) Cost estimates shall include capital and O&M costs. This shall also include the costs (landed) of all equipment including insurance, freight, and erection
- iii) The cost estimates shall include the cost of environmental impact mitigation and social impacts mitigation including re-settlement and rehabilitation, as relevant

##### **b) Pricing and Revenue Estimates**

- i) Estimate expected revenues for the project based on assessment of competitive prices in the region's crane buyers, competitor pricing, existing regulatory aspects and possible regulatory assumptions along with expansion plans in the future shall be provided

##### **c) Financial analysis**

- i) Provide an assessment of the financial viability of the Project with a view estimating likely IRR over a period of 10 (ten) years, 20 (twenty) years.
- ii) Calculate the NPV and IRR for the Project including sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors
- iii) Assess the need for gap funding / grant (if any) for viability of the project
- iv) Develop options for financial structuring of the project including but not limited to equity investments from Major Ports / Industries in the region, grant for viability gap funding from Central / State Government, etc.
- v) Develop management model and implementation mechanism for development of site including the high-level structure of the Crane business, shareholding pattern, role of different stakeholders viz., MoPSW, Port Trust in the region, State Government, etc.

### **Module 4: Final DPR and Implementation Plan Creation**

**Objective:** Consolidate all preceding analyses into a comprehensive Final Detailed Project Report (DPR) and develop a practical, phased implementation plan. To provide a clear roadmap for project execution, outlining key activities, timelines, resources, and responsibilities to ensure effective and timely delivery

#### **Scope of Activities:**

- a) **Detailed Implementation Plan** – Prepare a detailed action tracker for the executing the opportunity at the shortlisted location.

- i) Define the structure and responsibilities for a Program Management Group (PMG) for program managing the execution of the roadmap
- ii) Identify a set of initiatives to be undertaken and create a tracker that consists of the following elements against each initiative:
  - (1) Objective
  - (2) Initiative Owner
  - (3) Initiative team
  - (4) Estimated Cost of Initiative
  - (5) Potential Funding Source
  - (6) Key milestones
  - (7) Activities leading to each milestone
  - (8) Timelines for all milestones and activities
  - (9) Dependencies on other activities or initiatives
  - (10) Additional support required and other crucial aspects
  - (11) Metrics for success
- iii) Integrate all the initiatives into a detailed implementation tracker with an end goal of facility commissioning and stabilization.

**Note.**

1. There will be a time gap of approximately 8 weeks from end of Phase I (date of submission of Pre-Feasibility Report) to commencement of Phase II. This time is required for review of pre-feasibility report and processing of requisite approvals from stakeholders at Government of India. All efforts shall be put by BEML to minimise this time gap.
2. In event of exigent circumstances beyond control of BEML Ltd, the time gap between Phase I & Phase II may be extended on mutual agreement between BEML Ltd and the Consultant.
3. During Phase 1 and Phase 2, a cadence of regular reviews will be set up (preferable cadence being fortnightly with the project leadership and monthly with BEML leadership).

## **SECTION – 4**

### **DELIVERABLES AND PAYMENT SCHEDULE**

#### **4.1 DELIVERABLES**

##### **4.1.1 Phase 1 Deliverables:**

- Module 1 Report: Demand Assessment
- Module 2 Report: Supply Ecosystem and Infrastructure Assessment
- Module 3 Report: Competitive Assessment
- Module 4 Report: Feasibility & Business Plan Assessment
- Final Feasibility Report + Presentation to BEML Senior Management

##### **4.1.2 Phase 2 Deliverables:**

- Module 1 Report: Inception report with analysis of proposed site
- Module 2 Report: Demand Forecasting and Site Design
- Module 3 Report: Financial Assessment and draft DPR
- Module 4 Report: Implementation Plan Creation
- Final Detailed Project Report - Techno Economic Feasibility Report

##### **4.1.3 Acceptance of Deliverables.**

- Acceptance of deliverables will be done by committee constituted by BEML in consultation with concerned stakeholders, within two weeks of submission.

#### **4.2 PAYMENT SCHEDULE**

##### **4.2.1 Phase 1 – Pre-Feasibility Report**

<b>Sr</b>	<b>Deliverable</b>	<b>Timeline</b>	<b>Payment Milestone</b>
1.	Module 1 Report: Demand Assessment	T0 + 4 weeks	10%
2.	Module 2 Report: Supply Ecosystem and Infrastructure Assessment	T0 + 8 weeks	20%
3.	Module 3 Report: Competitive Assessment	T0 +12 weeks	20%
4.	Module 4 Report: Feasibility & Business Plan Assessment	T0 + 16 weeks	25%
5.	Final Feasibility Report + Presentation to BEML Senior Management	T0 + 17 weeks	25%
<b>Total</b>			<b>100%</b>

**Note.** T0 - Contract Signing / Commencement of Phase 1

Payment will be released within (30) thirty days after acceptance of deliverables

**4.2.2 Phase 2 – Detailed Project Report**

<b>Sr</b>	<b>Deliverable</b>	<b>Timeline</b>	<b>Payment Milestone</b>
1.	Module 1 Report: Inception report with analysis of proposed site	T1 + 4 weeks	10%
2.	Module 2 Report: Demand Forecasting and Site Design	T1 + 16 weeks	20%
3.	Module 3 Report: Financial Assessment and draft DPR	T1 + 20 weeks	20%
4.	Module 4 Report: Implementation Plan Creation	T1 + 24 weeks	25%
5.	Final DPR	T1 + 26 weeks	25%
<b>Total</b>			<b>100%</b>

**Note.** T1 – Go Ahead by BEML for Phase 2

Payment will be released within thirty (30) thirty days after acceptance of deliverables.

**SECTION - 5**  
**EVALUATION CRITERIA**

5.1 The bidders meeting the eligibility criteria shall be evaluated as per the Quality and Cost Based System (QCBS) which will include 80% weighted score for quality (Technical bid) and 20% weighted score for the price (Financial Bid).

#	Criteria	Scale / Scheme of Marking	Marks
<b>A. Experience of the bidder during the last 10 years (2015 - 16 to 2024 - 25 / 2015 - 2024) – 35 Marks</b>			
A1	No of eligible assignments undertaken globally (excluding India) in similar industries in last 10 years, each having a value of at least USD 1 million.	5 projects and above – 5 marks For no. of projects below 5, scoring will be done on pro-rata (e.g., 2 projects = 40% = 2 marks)	5 (Pls. refer Annexure-16)
A2	No of eligible assignments undertaken in similar industries in India in last 10 years, each having a value of at least INR 6 Crore	5 projects and above – 5 marks For no. of projects below 5, scoring will be done on pro-rata (e.g., 2 projects = 40% = 2 marks)	5 (Pls. refer Annexure-16)
A3	No of eligible assignments undertaken in last 10 years among schedule A Indian public sector companies or MoD or Government of India or State Govt. each having a value of at least INR 6 Crore	5 projects and above – 5 marks For no. of projects below 5, scoring will be done on pro-rata (e.g., 2 projects = 40% = 2 marks)	5 (Pls. refer Annexure-16)
A4	No. of projects technically executed with Detailed Project Report (DPR) creation for manufacturing feasibility in similar industries in last 10 years	5 projects and above – 5 marks For no. of projects below 5, scoring will be done on pro-rata (e.g., 2 projects = 40% = 2 marks) (at least two projects must be in similar industries)	5 (Pls. refer Annexure-16)
A5	One detailed case study of strategic feasibility assessment of manufacturing in similar industry in Govt of India or State Govt or PSU set up	Marks to be provided on appropriateness of case study to the terms of reference	15

<b>B. Approach and Methodology (35 Marks)</b>			
B1	Business Presentation on quality of approach and methodology (soft copy and a signed hard copy of the presentation needs to be submitted after the presentation)	<ul style="list-style-type: none"> <li>• Team structure with roles &amp; responsibilities and Proposed approach for assessing market, competition, feasibility and creation of business case (<b>10 marks</b>)</li> <li>• Global and Indian business environment related to similar manufacturing ecosystem setup (<b>10 marks</b>)</li> <li>• Success stories along-with impact created and Robustness of overall approach methodology for carrying out the exercise to meet objectives and timeline of deliverables, with broad break up of activities &amp; specific requirements from BEML against each activity (<b>15 marks</b>)</li> </ul>	35
<b>C. Team Excellence – Profiles (30 Marks)</b>			
C1	Project Director / Team leader (Lead partner / partner) <ul style="list-style-type: none"> <li>• MBA or equivalent degree; and</li> <li>• Full-time employee of the bidder for last 5 years; and</li> <li>• Minimum 15 years of consulting experiences</li> </ul>	No. of eligible assignments, each assignment having a value of at least USD 1million (global) / INR Rs 6 Crore (India) in last 10 years <ul style="list-style-type: none"> <li>• 10 projects of which at least 3 are in similar industries – 10 marks</li> <li>• For no. of projects below 10, scoring will be on pro-rata basis.</li> </ul>	10 (Pls. refer Annexure-17)
C2	Project Manager <ul style="list-style-type: none"> <li>• MBA or equivalent degree; and</li> <li>• Full-time employee of the bidder for last 2 years; and</li> <li>• Minimum 7 years of consulting experiences</li> </ul>	No. of eligible assignments, each assignment having a value of at least USD 1million (global) / INR Rs 6 Crore (India) in last 7 years <ul style="list-style-type: none"> <li>• 5 projects and above – 5 marks</li> <li>• For no. of projects below 5, scoring will be on pro-rata basis.</li> </ul>	5 (Pls. refer Annexure-18)
C3	Public Sector Expert <ul style="list-style-type: none"> <li>• MBA or equivalent degree; and</li> <li>• Full-time employee of the bidder for last 2 years; and</li> <li>• Minimum 10 years of consulting experiences</li> </ul>	No. of projects in Strategy / Policy Design / Feasibility Assessment for Indian public sector companies / MoD / Government of India / State Government, each assignment having a value of at least INR Rs 6 Crore in last 10 years <ul style="list-style-type: none"> <li>• 5 projects and above – 5 marks</li> <li>• For no. of projects below 5, scoring will be on pro-rata basis.</li> </ul>	5 (Pls. refer Annexure-19)
C4	Technical Feasibility Expert / Lead for Detailed Project Report (DPR) <ul style="list-style-type: none"> <li>• Graduation in Engineering; and</li> </ul>	No. of projects as Technical Expert / Lead for DPR creation of a site for manufacturing feasibility assessment in the last 10 years	5 (Pls. refer Annexure-20)

	<ul style="list-style-type: none"> <li>• MBA or MS or M. Tech or equivalent degree in relevant discipline; and</li> <li>• Minimum 10 years of consulting or industry experience</li> </ul>	<ul style="list-style-type: none"> <li>• 5 projects of which at least 2 are in similar industries – 5 marks</li> <li>• For no. of projects below 5, scoring will be on pro-rata basis.</li> </ul>	
C5	Finance Expert <ul style="list-style-type: none"> <li>• MBA or equivalent degree; and</li> <li>• Full-time employee of the consultant for last 2 years; and</li> <li>• Minimum 10 years of consulting experiences</li> </ul>	No. of projects in business case creation / feasibility assessment / financial modelling, each assignment having a value of at least \$1 million (global) / INR Rs 6 Crore (India) in last 10 years <ul style="list-style-type: none"> <li>• 5 projects and above – 5 marks &amp;</li> <li>• For no. of projects below 5, scoring will be on pro-rata basis.</li> </ul>	5 (Pls. refer Annexure-21)
		<b>Total</b>	<b>100</b>

In addition to the experts listed above, there shall be a working team of Project Associates (4) which together with the Project Manager shall be deployed full time at BEML Corporate Office / any other BEML location as required. The Project Director, Project Manager, experts and/ or team of Project Associates may be required to travel both domestic and international locations, as required, for on-ground activities in each phase

Bidder must furnish indicative CVs of the Project Associates as part of the bid and the same resources or resources of similar qualifications shall be deployed for the project. All project associates must have Post graduate diploma in management or MBA or equivalent from a reputed institute and minimum 2 years of work experience to qualify for the position of a Project Associate.

**Note:**

- Eligible assignment is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities for companies engaged in at least one of the similar industries excluding IT implementation, Audit/ Compliance/ Risk Assessment/Taxation. Projects submitted for A 1 to A 4 must be unique.
- Similar industries include defence & aerospace, ports, shipbuilding or any other heavy engineering sector such as maritime cranes, mining equipment & construction equipment. Projects submitted for A 1 to A 4 must be unique.
- Similar work is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities for companies engaged in at least one of the similar industries excluding IT implementation, Audit/ Compliance/ Risk Assessment/Taxation.
- Evaluation of Clause B1 will be through a business presentation by the bidder to a committee of senior BEML officials. The marks awarded by BEML shall be final and no representation made by any bidder shall be entertained.
- The Project Director/Team leader (Lead partner/partner), Project Manager and experts whose CVs have been proposed shall be present for the Business presentation.
- Undertaking by the CEO/ MD/Country Head that Project Director, Project Manager and experts whose CVs have been proposed shall be deployed in this assignment (format as per **Annexure-8**)
- The works/ assignments cited for the various sub-sections should be mutually exclusive:
- Ongoing Projects may be cited, provided such projects have completed substantially (90% of the Milestones).

- Any change of team members during the course of the project will not be permitted under normal circumstances. Change of team member in case of exigent circumstances may be permitted with approval of BEML, subject to the proposed replacement member / expert needs to have similar or higher qualifications.
- Documents to be submitted:
  - Financial capacity: Audited Balance Sheet and Profit & Loss Account indicating annual turnover or; Certificate from statutory auditors indicating the annual turnover of the bidders. All documents to be duly certified by CEO/ MD/Country Head. In case audited results for 2024-25 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant or self-certification by CEO/ MD/Country Head may be submitted.
  - Experience of bidder A1,2,3,4: Copy of award of work and documentary evidence in support of the successful completion of an assignment OR self-certification by CEO/ MD/Country Head (**Annexure-16**)
  - Expert profiles C1 TO C5: CVs of all the Team members and experts proposed to be deployed for this project as per **Annexure-8 17,18, 19, 20 & 21**. For this, copy of award of work and documentary evidence in support of the successful completion of an assignment OR self-certification by CEO/ MD/ Country Head to be attached.
  - All CVs including those of the Project Associates should be signed by the team member/expert and the CEO/ MD/Country Head of Bidder.

### **Scoring mechanism**

#### **Evaluation of technical proposal (ST):**

Post the pre-qualification stage, the technical proposal will be evaluated on the basis of bidder's experience, its understanding of scope of services, proposed methodology and work Plan, and the experience of Key and Sub-Key Personnel. The Bidder with highest marks (TM) will be given a technical score (ST) of 100 points. The technical scores of other bidders will be computed as follows:

$$ST = 100 \times T/TM$$

(T = Technical marks scored as per below mentioned Technical Evaluation criteria)

The bidders with Technical marks (T) of equal to or more than seventy (70) out of one hundred (100) will be considered for further evaluation including the opening of price-bids and shall be ranked from highest to the lowest on the basis of their technical score.

#### **Evaluation of financial proposal (SF):**

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the scope of work within the total quoted price, shall be that of the Consultant.

Only the financial bids of the technically qualified bidders shall be opened. The lowest financial bid (FM) (excluding GST) among the technically qualified bidders shall be assigned a financial proposal score of 100, and

all other financial proposals (excluding GST) shall be pro-rated to the lowest financial bid and assigned a score (SF) as follows:

$$SF = 100 \times FM/F$$

F = amount of Financial Proposal of the bidder (excluding GST)

FM = lowest Financial Proposal received among technically qualified bidders (excluding GST)

#### **Combined technical and Financial Bid evaluation**

Proposals of the post qualified Bidders during the process of evaluation will finally be ranked according to their combined score of the technical proposal (ST) and financial proposal (SF) scores as per the QCBS method.

The weightage given to the technical and financial proposals are: Technical weightage (Tw) = 0.80, and Financial weightage (Fw) = 0.20

$$\text{Combined total score (S)} = (ST \times Tw) + (SF \times Fw)$$

ST (Technical Score) =

$$100 \times T/TM$$

SF (Financial Score) =  $100 \times FM/F$

T = technical marks scored as per technical evaluation criteria

TM = Highest marks scored by bidder in technical evaluation criteria

FM = lowest financial proposal received among technically qualified bidder (Excluding GST) F = Amount of financial proposal of the bidder (Excluding GST)

Tw = Technical weightage = 80 % weightage

Fw = Financial weightage = 20 % weightage

The Selected Bidder shall be the Bidder having the highest combined score and shall be recommended for the award of the contract.

In case, combined Technical & Financial bid score of two (2) or more bidders are the same, then the bidder scoring higher Technical score would be considered as the successful bidder. However, in case of the same Technical score also, then the bidder scoring higher score in B of Technical evaluation criteria would be considered as the successful bidder.

After the identification of the successful bidder, BEML will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of the contract.

## **SECTION - 6**

### **GENERAL CONDITIONS OF CONTRACT**

#### **6.1 General**

- a) The statements and explanations contained in this Bid Document are intended to provide a Proper understanding to the Bidders about the subject matter of this Bid Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the selected Consultant set forth in the contract to be entered or BEML's rights to amend, alter, change, supplement or clarify the scope of work to be awarded pursuant to this Bidding Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by BEML.

#### **6.2 Notices**

Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, Speed post, courier or facsimile to such Party at the address given in the Bid document.

#### **6.3 No breach of Contract:**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the contract.

#### **6.4 Rights of BEML**

BEML reserves the following rights in respect of this contract during the original contract period or its extensions if any. To terminate the contract or withdraw a portion of work and get it done through other consulting firms, the consulting firm shall pay the complete/balance/excess cost to be incurred for the completion of the contract at the risk and cost of the contractor after 14 days' notice by BEML in any of the following cases:

- a) Poor progress of the work vis-a-vis execution timeline as stipulated in the contract.
- b) Backlog attributable to the selected bidder including the unexecuted portion of work does not appear to be executable within a balance available period considering its performance of execution.
- c) Withdrawal from or abandonment of the work by the selected bidder before completion of the

- work as per contract.
- d) Non-completion of work by the selected bidder within the scheduled completion period as per contract or as extended from time to time, for the reasons attributable to the selected bidder.
  - e) Termination of contract on account of any other reasons attributable to the selected bidder.
  - f) Assignment, transfer, subletting of contract without prior permission.
  - g) Non-compliance to any contractual condition or any other default attributable to the selected bidder.
  - h) If the successful bidder becomes insolvent or bankrupt.
  - i) If the successful bidder, in the judgment of BEML has engaged in corrupt or fraudulent practices in competing for or in executing the contract
  - j) Upon termination of this contract, BEML shall settle the payments only for the deliverables actually executed prior to the date of such termination. No further payment shall be made on termination.

#### **6.5 Liabilities**

The selected bidder shall be responsible for any financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the bidder's management of the contract. BEML can recover all such losses from the unpaid invoices of the selected bidder or by invoking the available bank guarantees.

#### **6.6 Guarantees**

The bidder will indemnify, protect BEML against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights, etc. in respect of the services performed by them. The bidder will be required to bear all the costs in such cases.

#### **6.7 Professional liability**

- a) The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with deliverables. The reports/presentations shall be reviewed by BEML for validation of the suggestions/ progress made. BEML may also at times engage any other party for validation of the recommendations made by the consulting firm.
- b) In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh-report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with BEML at every stage in order to complete the activities as scheduled.

#### **6.8 Change in character of the bidder:**

In the event, wherein there is any change in the character of the consulting firm by means of changes in structure or the transfer of ownership of the firm, the consulting firm will have to inform BEML at least three months in advance in writing with proper documentation that the new entity shall be contractually accountable to BEML for the contract signed by the original firm.

#### **6.9 Non-Disclosure Agreement:**

The selected bidder after placement of work order and prior to commencement of work must sign the Non-

Disclosure Agreement (NDA) as per the format specified by BEML (**Annexure-9**) or any other as mutually agreed.

#### **6.10 Use of contract documents, specifications, design**

The consulting firm shall not, without BEML's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of BEML in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information.

#### **6.11 Documents/ reports/ deliverables**

Reports & documents submitted by the successful bidder shall become and remain the property of BEML. BEML will be authorized to use the intellectual property contained in the report for its own purposes in accordance with the contract. BEML can make copies, distribute, modify and create derivative works of the reports.

#### **6.12 Right to implementation**

BEML reserves its liberty to modify/implement the suggestions/strategies arising out of the engagement of the selected bidder either directly or through any other party.

#### **6.13 Modification**

Modification of the terms and conditions of this contract, including any modification in the scope or price of the contract, may only be made by written agreement between BEML and the selected bidder.

#### **6.14 Sub-contracting and assignment**

This contract shall not be assigned or subcontracted by the consulting firm to any third party without the prior written consent of BEML.

#### **6.15 Office at site**

The successful bidder shall deploy the resources as per the Consultant requirement at various locations of BEML physically for this work.

#### **6.16 Registration**

Bidder must be registered on the date of bid submission under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India. Bidder must submit copies of Registration Certificate, Permanent Account No. (PAN), Provident Fund (PF) Registration and GST Registration.

#### **6.17 FRAUDULENT AND CORRUPT PRACTICES**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest

- standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, BEML may reject any Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- b) Without prejudice to the rights of BEML under Clause 6.17 (a) herein above, if a Bidder is found by BEML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or Bidding Document issued by BEML during a period of 2 (two) years from the date such Bidder is found by BEML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
  - c) For the purpose of the clause 6.18, the following terms shall have the meaning hereinafter respectively assigned to them:
    - i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of BEML who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BEML, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of BEML in relation to any matter concerning the objectives of this Bid Process;
    - ii) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
    - iii) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
    - iv) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by BEML with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
    - v) **“restrictive practice”** means forming a cartel or arriving at any understanding or
    - vi) arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### 6.18 Conflict of Interest

Bidder shall not have a conflict of interest that affects the Bidding Process. Any Applicant / Bidder found to have a Conflict of Interest shall be disqualified. An Applicant / Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

- a) A constituent of such Bidder is also a constituent of another Bidder; or

- b) Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- c) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- e) Such Bidder, or any Associate thereof has participated as a consultant to BEML in the preparation of any documents, design or technical specifications.
- f) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of BEML is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental.
- g) and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Document or ignorance of any of the matters referred to in this bid document shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from BEML, or a ground for termination of the Agreement; and
- h) BEML shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid Document or the Bidding Process, including any error or mistake therein or in any information or data given by BEML.
- i) Agreed to be bound by the undertakings provided by it under and in terms hereof.

#### **6.19 Banned / Blacklisted**

The bidder should not have been banned from participating in tenders or on holiday list/ blacklist at the time of bidding by BEML or its Administrative Ministry (Ministry of Defence & Public Enterprises). Bidder to submit a declaration as part of General Declaration Certificate-Declaration (Annexure-3).

#### **6.20 Applicable law & jurisdiction of the court**

The contract including all matters connected with this contract, its meaning and interpretation, and the relation between the parties shall be governed by and construed in accordance with the applicable Indian Law and shall be subject to the exclusive jurisdiction of Indian Courts at Bangalore (India).

#### **6.21 Compliance to regulations and bye-laws**

The successful bidder shall conform to the provisions of any statute relating to the work and regulations and bye-laws of the statutory authority. The successful bidder shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. The successful bidder shall be responsible for all statutory obligations and any other laws in above

regard in force from time to time regarding employment or condition of service of bidder's workmen or employees.

#### **6.22 Arbitration**

- a) Any Dispute which is not resolved amicably shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 arbitrators. Each Party shall appoint one arbitrator and the third, who shall be the Chairman, shall be appointed by the two appointed arbitrators. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.
- b) The place of arbitration shall be Bangalore India.
- c) The request for arbitration, the reply to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- d) The fees and expenses of the arbitrators and all other expenses of the arbitration shall be borne and paid by respective Parties equally. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.
- e) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under the Contract without prejudice to a final adjustment in accordance with such award.

#### **6.23 Jurisdiction of Courts**

The Courts at Bangalore shall have the exclusive jurisdiction for all disputes between the parties arising out of the Contract.

#### **6.24 Integrity Pact (IP)**

The bidders shall have to enter into Integrity Pact (IP) with BEML (**Annexure-12 & Annexure-J1**).

IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption-free manner. The IP as enclosed with the RFP is to be submitted (duly signed by authorized signatory) along with Qualification Proposal a Technical and Financial bid (Envelope -1). Only those bidders who have entered into such an IP with BEML would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

##### **IEM contacts:**

The Central Vigilance Commission (CVC) has appointed Independent External Monitors (IEMs) to oversee the implementation of the Integrity Pact for procurement processes. The details of the appointed IEMs, including their names and contact information, are available on the official website of the CVC (<https://cvc.gov.in/>) or may be obtained from the concerned department upon request.

#### **6.25 Force Majeure Definition:**

1. A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not

including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The consultant has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting BEML only. In such a situation, BEML is to communicate with the consultant along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

2. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the consultant would not be liable for imposition of any such sanction so long as the delay and/or failure of the consultant in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

## **SECTION – 7**

### **7 SPECIAL CONDITIONS OF CONTRACT**

#### **7.1 Contract period**

Phase-1 of the contract shall be for a period of 17 weeks from the signing of contract and Phase 2 of the contract shall be for a period of 26 weeks from the date of notification by BEML Ltd. There will be a time gap of approximately 8 weeks from end of Phase I (date of submission of Pre-Feasibility Report) to commencement of Phase II. In event of exigent circumstances beyond control of BEML Ltd, the time gap may be extended on mutual agreement between BEML Ltd and the Consultant.

The scope of the work for each Phase should be completed during this period as per the timelines specified. However, if the delay in delivery is due to Force Majeure conditions or reasons attributed to BEML, BEML may extend this contract for a further period beyond the scheduled contract completion date. For any such extensions, terms and conditions shall remain the same. The decision to extend the contract shall be at the sole discretion of BEML and the bidder shall not claim any rights for extension of contract. Acceptance of services beyond the scheduled delivery period will not be construed as condonation of delay.

#### **7.2 Global resource sharing**

All the global resources including domain area experts of the bidder should be available to BEML for this engagement without any additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources (**Annexure-11**).

#### **7.3 Payment terms:**

BEML shall pay for the services rendered by the consultant as per section 4 of the Bid document.

#### **7.4 Price escalation**

The rates will be valid until the entire scope of the RFP, including Phase-2, is executed in all respects. No escalation in the rates shall be accepted during the entire period of the contract.

#### **7.5 Price Reduction Schedule (PRS)**

In case the successful bidder fails to complete the services within stipulated period then unless such failure is due to force majeure as defined earlier in this document or due to BEML's default, there will be a reduction in contract price @ 0.5% for each week of delay or part thereof subject to maximum of 5% of contract price. BEML may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to the consulting firm, or by recovery against the Security Deposit. Both consulting firm and BEML agree that the above percentage of price reduction is genuine pre-estimates of the loss/damage which BEML would have suffered on account of delay/ breach on the part of consulting firm and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of BEML in the matter of applicability of price reduction shall be final and binding. For this purpose, the total duration of the assignment shall be considered in place of intermediate stages.

#### **7.6 Taxes & duties**

- a) Consulting firm shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the firm only after submission of GST compliant invoice. The successful firm shall raise GST compliant invoice affixing GSTIN of BEML's unit availing the services.
- b) BEML reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law provisions.
- c) GSTIN of BEML will be provided to the service provider(s) along with the work order.
- d) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the service provider(s) will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the service provider(s) by BEML.
- f) Applicable GST shall also be recoverable from the service provider(s) in case of PRS recovery/penalty on account of breach of terms of contract.

#### **7.7 Variation in taxes & duties**

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or any extension thereof for reasons solely attributable to BEML. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after Financial bid opening, the same shall be reimbursed by BEML at actual. The reimbursement under this clause is restricted to the direct transaction between BEML and consulting firm only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of bidder's Technical bid but before the opening of the Financial bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Financial bid. Claim for any such impact after opening the Financial bid will not be considered by BEML for reimbursement of tax or reassessment of bid.

**SECTION - 8****CHECKLIST****ANNEXURE-1**

(To be filled by the bidder and submit along with the Part-A bid, Envelope - I)

SN	PARTICULARS	BEML'S REQUIREMENT (To be submitted)	Confirmat ion Y/N
<b>Part-A</b>			
<b>Envelope – Pre-qualification Bid-Manual Mode</b>			
1	Bid form	Annexure-2	
2	General Declaration Certificate	Annexure-3	
3	Financial Capacity of Bidders	Annexure-4	
4	Power of Attorney	Annexure-5	
5	Experience of the consulting firm (PQR)	Annexure-7	
6	Integrity Pact Agreement	Annexure-12 & Annexure-J1	
7	Bid Guarantee format (for submission of EMD other than online payment/DD/Bankers Cheque)	Annexure-14	
<b>Part-B</b>			
<b>Technical Bid through e-mode SRM portal</b>			
8	No Deviation Certificate	Annexure-6	
9	CV of all team members (PQR)	Annexure-8	
10	Non-Disclosure Agreement	Annexure-9	
11	Performance Bank Guarantee	Annexure-10	
12	Letter of comfort	Annexure-11	
13	Letter Comprising the Technical proposal	Annexure-15	
14	Experience of the team deployed	Annexure-16 to 21	
15	Certificates Copies to be submitted: I. Registration Certificates II. Permanent Account Number III. GST registration IV. PF registration V. Proof of Arrangement with the parent		

16	Confirm that all page's subsequent clarifications/ corrigendum is signed, dated & stamped and to be uploaded in SRM portal	Bidder to Confirm	
17	Part A to be submitted Manual Mode Part B and Part C to be submitted in e-mode SRM portal.	Bidder to Confirm	
18	Part-A bid is accompanied by an unpriced price schedule and does not contain any financial bid information	Bidder to Confirm	
19	Bid is free from any overwriting, correction, cutting, etc. in case of any such overwriting, correction, cutting, etc. has been attested	Bidder to Confirm	
<b>Part- B</b>			
<b>Financial Bid – Through e-mode SRM Portal</b>			
20	Price schedule	Annexure-13	
21	Price bid to be quoted in SRM portal only	Bidder to confirm	
22	Bidder has not made any omissions or left any blank items in the financial bid	Bidder to confirm	

Place &amp; date

Signature &amp; seal of the Authorized Signatory

**ANNEXURE-2**

**BID FORM**

(To be typed in the letterhead of the bidder)

To,

(Write Name & Address of Officer of BEML inviting the bid)

Dear Sir/ Madam,

Having examined the RFP No [•] we, the undersigned, hereby offer to provide consultancy services in conformity with the terms and conditions of RFP

We are enclosing our bid including “Pre-qualification bid (Part-A), Technical bid, (PartB)” in original plus two copies (Annexure-2 to Annexure-5) other Annexures as per document and Financial Bid (Part-C) in original with the details as per the requirements of the Proposal Documents, for your evaluation. It is further noted that it is not permissible to put any remarks/conditions in the Financial Bid and we agree that the bid shall be rejected on doing so.

The offer is valid up to 180 days from the due date of submission of the proposal document.  
i.e. [•].

Should our offer be accepted by BEML for Award, we further agree to furnish Performance Bank Guarantee (PBG) (10% of Contract Value) for the work as provided for in the RFP Conditions within the stipulated time as indicated by BEML.

We further agree to execute all the works referred to in the said Request for Proposal upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto. We specifically agree to accept orders for Phase 2, as decided by BEML within the stipulated time and the rates given in the price schedule.

Until a formal contract is prepared and executed, this bid, together with your LOA/ Work order, shall constitute a binding contract between us.

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-3**

**GENERAL DECLARATION CERTIFICATE**

To,  
(Write Name & Address of Officer of BEML inviting the bid)

Dear Sir/Madam,

Sub: Declaration by the authorized signatory Ref:

Tender Ref No: [•]

I, [•] hereby certify that all the information and data furnished with regard to this Tender Ref. No. [•] are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I hereby certify that all the documents submitted by us in support of the possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by BEML.

I hereby further confirm that no tampering has been done with the documents submitted in support of our qualification as a bidder. I understand that at any stage (during the bidding process or while executing the awarded works) if it is found that fake/false/ forged bid qualifying/ Supporting documents/certificates were submitted, it would lead to summarily rejection of our bid/ termination of contract. BEML shall be at liberty to initiate other appropriate actions as per the terms of the bid / Contract or other extant policies of BEML.

We hereby declare that we have not been placed on any holiday list or blacklist declared by BEML or its Administrative Ministry (Ministry of Defence).

I, further certify that I have been duly authorized by my company i.e. under mentioned bidder for signing and submission of bids and all other documents.

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-4****Financial Capacity of the Bidders**

Average annual turnover of the bidder from consulting works in India during last three years (2022-23, 2023-24, 2024-25)

**Average Annual Turnover of the bidder**

Sl. No.	Financial Year	Annual Turnover
1	2022-23	
2	2023-24	
3	2024-25	

This is to certify that -----(name of the bidder), annual turnover shown above against the respective years is correct as by the accounts of the bidder

**Note:** In case audited results for 2024-25 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant or self-certification by CEO/ MD/Country Head may be submitted

**Signature of statutory auditors/ chartered accountant**

**Signature of CEO/ MD/Country Head**

Seal of the firm Place

Place

Date

## ANNEXURE-5

### POWER OF ATTORNEY

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and notarized)

Know all men by these presents, that I/We -----(name of the firm/consortium members and address of registered office) do hereby make, nominate, constitute and appoint Mr [•], whose signature given below herewith to be true and lawful Attorney of M/s [•] hereinafter called 'Company', for submitting bid/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s BEML Limited, BEML Soudha, 23/1,4<sup>th</sup> Main, S.R.Nagar, Bengaluru, 560027 in connection with [•] vide Tender Ref No. [•] dated [•].

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as maybe lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

In witness where of the common seal of the company has been here unto affixed in the manner hereinafter appearing on the document.

Place & date

Witness

Signature of Mr/Ms..... (Attorney)

Notary public

**Attested by: CEO/Country Head/ MD**

**ANNEXURE-6**

**NODEVIATION CERTIFICATE**  
**(To be typed in the letterhead of the bidder)**

To,

(Write Name & Address of Officer of BEML inviting the bid)

Dear Sir/ Madam,

Sub; No Deviation Certificate

Ref: 1) Tender Ref no: [•]

2) All other pertinent issues to date

We hereby confirm that we have not changed/ modified/materially altered any of the RFP documents as issued by BEML and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any terms and conditions and nor have we taken any deviation from the RFP conditions together with other references applicable for the above-referred RFP.

We further confirm our unqualified acceptance to all Terms and Conditions and unqualified compliance to RFP Conditions.

We confirm to have submitted our offer in accordance with RFP instructions and as per aforesaid references.

Thanking you,

Yours sincerely,

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-7****Experience of the consulting firm for similar work in similar industries List of reference works**

(To be typed in the letterhead of the bidder)

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order	Brief of work	Zero date	Completion date
1								
2								
..								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment or self-certification by CEO/ MD/Country Head may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

Place &amp; date

Signature &amp; seal of the Authorized Signatory

**ANNEXURE-8****CV of Team Members**

(Please attach a separate sheet for Project Director/Team leader, Project Manager, Public sector expert, Technical Feasibility Experts/ Lead for Detailed Project Report (DPR) & Finance expert)

<b>1</b>	Name of the Team Member	
<b>2</b>	Current Designation in the firm	
<b>3</b>	Proposed position in this assignment	
<b>4</b>	Years in the Firm	
<b>5</b>	Date of Birth	
<b>6</b>	Nationality	
<b>7</b>	Education Qualification	
<b>8</b>	Full-time employee of the company since when	
<b>8</b>	No. of years of consulting experience	
<b>9</b>	No. of years of consulting experience in similar works	
<b>10</b>	Area of Expertise	
<b>11</b>	Major Achievements	

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any willful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and BEML has the right to reject the offer in full or part without assigning any reasons, whatsoever.

**Signature of CEO/Country Head /MD**

Place & date

ANNEXURE-9



*NON – DISCLOSURE AGREEMENT*

*BETWEEN*

***BEML LIMITED,***  
***BENGALURU***  
***REPUBLIC OF INDIA***

*AND*

Tender Ref:

To be executed on a Non-Judicial Stamp Paper of requisite value as per the State Stamp laws
--

## ***NON – DISCLOSURE AGREEMENT***

This Non – Disclosure Agreement (hereinafter referred to as "**NDA**") is made and entered into between;

**BEML LIMITED**, a Government of India Undertaking, under the Ministry of Defence, and a Company incorporated and existing under the Laws of Republic of India having its Corporate Office at 'BEML SOUDHA', 23/1, 4<sup>th</sup> Main, SR Nagar, Bangalore – 560027, Karnataka, India acting through its \_\_\_\_\_ Division represented by its \_\_\_\_\_ Shri \_\_\_\_\_ (hereinafter referred to as "**BEML**" which expression shall include its successors and permitted assigns) of the First Part,

And

M/s \_\_\_\_\_, a \_\_\_\_\_ incorporated and existing under the Laws of \_\_\_\_\_ having its registered Office at \_\_\_\_\_ represented by its \_\_\_\_\_ Shri \_\_\_\_\_ (Hereinafter referred to as "**CONSULTANT**" which expression shall include its successors and permitted assigns) Other Part.

Hereinafter, BEML and CONSULTANT are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS, BEML is multi-technology heavy engineering industry engaged in the business of design, development, manufacture and marketing of a variety of equipment and spare parts and aggregates required for Mining & Construction, Rail and Metro, Defence and Aerospace, etc.

WHEREAS, CONSULTANT is engaged in the business of \_\_\_\_\_

WHEREAS BEML has floated \_\_\_\_\_ for the Engagement of Strategy Consultant for preparation of Pre-Feasibility Report & Detailed Project Report for setting up greenfield facility for manufacturing of Maritime Cranes (hereinafter the 'Project') and the CONSULTANT has responded to the said \_\_\_\_\_ and the Parties herein wish to pursue discussions and interactions and may exchange its confidential information for the purpose of the Project.

WHEREAS, the Parties recognize that careful protection and non-disclosure by the Party receiving the Confidential Information (hereinafter referred to as the "**Receiving Party**") from the Party disclosing such Confidential Information (hereinafter referred to as the "**Disclosing Party**") is of vital importance while executing the Project.

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree to disclose

and receive certain Confidential Information only under the following

**1. SCOPE OF THE NDA**

- 1.1 In order to pursue the Project, both Parties recognize that there is a need to disclose to one another certain Confidential Information hereinafter defined. Confidential information is to be used only in the pursuit of the Project. The information provided by the Disclosing Party and the Receiving Party shall be subject to the terms of this NDA. Accordingly, either Party under this NDA may be a Receiving Party and/or a Disclosing Party under the terms hereof.
- 1.2 The following terms and conditions shall apply when the Disclosing Party discloses Confidential Information to the Receiving Party. Nothing contained in this NDA shall be construed as granting rights by the Disclosing Party to the Receiving Party, by license or otherwise, to any of the Confidential Information under any patent, know-how or other rights till now or hereinafter held by the Disclosing Party except as specified in this NDA. The Disclosing Party will provide Confidential Information without warranties of any nature whatsoever.

**2. CONFIDENTIAL INFORMATION**

- 2.1 The term "**Confidential Information**" shall mean and refer to all or any information and data of confidential or proprietary in nature which is disclosed by the Disclosing Party to the Receiving Party, including but not limited to, past, current and future customer information, proprietary, technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to the "Project" as well as ideas, concepts, designs and inventions, embedded hardware design, data and information, computer source and object code and computer programming techniques; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this NDA. The terms and existence of this NDA, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a potential Industry-Institute relationship involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this NDA. Information available in the public domain, now or in the future or known to either Party prior to the execution of this NDA will not be considered Confidential Information.
- 2.2 The information disclosed as Confidential and which is marked as 'Confidential' by the Disclosing Party, shall be treated as Confidential Information by the Receiving Party and shall be disclosed either:
- 2.2.1 in writing; or
  - 2.2.2 by delivery of items; or
  - 2.2.3 by initiation of access to Information, such as may be in a data base; or
  - 2.2.4 by oral or visual presentation.

- 2.3 Confidential Information must be marked with a restrictive legend by the Disclosing Party. If the Confidential Information is not marked with such legend or is disclosed orally or visually, the Confidential Information will not be identified as confidential at the time of such disclosure.
- 2.4 If the Disclosing Party inadvertently fails to mark any information as 'Confidential Information' for which it desires confidential treatment, it shall so inform the Receiving Party. The Receiving Party thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure inadvertently fails to identify as proprietary, confidential or private, oral or visual information for which it desires confidential treatment, it shall so inform the recipient, provided that the Disclosing Party shall summarize the information in writing within ten (10) days thereafter. The Receiving Party's obligation hereunder shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information.
- 2.5 The Confidential Information shall be considered valuable trade secrets, owned by the Disclosing Party. The Disclosing Party retains all right, title, and interest in the Confidential Information.

**3. NON-DISCLOSURE**

- 3.1 The Receiving Party may only use the Confidential Information for the purposes stated above. The Receiving Party recognizes that this NDA imposes an affirmative duty to hold such information in confidence and protect it from dissemination to and use by unauthorized persons. In the absence of the Disclosing Party's prior written consent, the Receiving Party shall neither reproduce nor disclose the Confidential Information to any third party.

**4. RECEIVING PARTY'S OBLIGATIONS:**

- 4.1 The Receiving Party undertakes:
- 4.1.1 to use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with respect to its own Confidential Information, but no less than reasonable care;
- 4.1.2 not to use the Confidential Information for any other purpose except for the purpose for which the information has been disclosed.
- 4.1.3 to comply with any other reasonable security measures requested in writing by the Disclosing Party;
- 4.1.4 not to, under any circumstances, copy, replicate, or reverse engineer any products or services of the Disclosing Party by unauthorized use of Confidential Information and shall not infringe the intellectual property rights law applicable to the Disclosing Party;

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- 4.1.5 not to, directly or indirectly, make or permit any oral or written communications to the public media regarding the Confidential Information of the Disclosing Party, its business or clients or use the name of the Disclosing Party in any public announcements, promotional, marketing or sales materials or efforts, without the express prior approval of the Disclosing Party.
- 4.2 The Receiving Party must not disclose any Confidential Information to any third party except that the Receiving Party may disclose the Confidential Information to:
  - 4.2.1 its employees, consultants and agents including employees of any legal entity that it controls or controls it or with which it is under common control (the "Representatives"), on a 'need to know' basis for the purpose of this NDA.
  - 4.2.2 Any other party with the Disclosing Party's prior written consent.
- 4.3 The Receiving Party must, prior to disclosing any Confidential Information, enter into a written agreement with the party to whom the information is being disclosed so as to ensure that such party treats the information as 'Confidential Information' in accordance with the terms of this NDA.
- 4.4 The Receiving Party may disclose the Confidential Information to the extent only it is required by law. However, the Receiving Party will give the Disclosing Party prompt notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order.

## **5. RETURN OF CONFIDENTIAL INFORMATION**

- 5.1 Following the request of the Disclosing Party, the Receiving Party will promptly deliver to the Disclosing Party, or certify in writing to the Disclosing Party as to the destruction of (without retaining any copy including the backup copies) all of Confidential Information (and copies and extracts thereof) furnished to, or created by or on behalf of, the Receiving Party. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

## **6. EXCEPTIONS**

- 6.1 This NDA imposes no obligation upon the Receiving Party with respect to information that:
  - 6.1.1 is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
  - 6.1.2 is hereafter rightfully furnished to the Receiving Party by a third party, without restrictions to use or disclosure;
  - 6.1.3 is disclosed with the prior written consent of the Disclosing Party; or
  - 6.1.4 is required to be disclosed pursuant to law, and then only to the extent ordered by the

governmental authority or court of competent jurisdiction, provided the Receiving Party uses reasonable efforts to give the Disclosing Party notice of such disclosure as soon as practicable and cooperate with the Disclosing Party, at the Disclosing Party's expense, to minimize any such disclosure and shall only disclose that portion of the Confidential Information required by such authority or court.

**7. REMEDIES**

- 7.1 The Parties recognize and acknowledge that Confidential Information is of a special, unique and extraordinary character to the Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Receiving Party cannot be fully compensated and that, further any such disclosure, misappropriation or unauthorized use of the Confidential Information shall cause irreparable injury to the Disclosing Party. The Receiving Party expressly agrees, therefore, that the Disclosing Party, in addition to any rights and remedies it may have under this NDA or at law or in equity, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, or any of the terms and provisions hereof. The Receiving Party agrees to reimburse the Disclosing Party for any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) incurred and sustained by the Disclosing Party as a result of any breach of this NDA.

**8. TERM**

- 8.1 The term of this NDA shall be for \_\_\_\_\_ years from the date of its signature and that the obligations of the Receiving Party to protect the Confidential Information under this NDA shall survive for a period of \_\_\_ years from the date of its termination. Upon the expiry of the term of this NDA or at the earlier request of the Disclosing Party, the Receiving Party shall return all Confidential Information to the Disclosing Party without retaining any copies of such Confidential Information or if so desired by the Disclosing Party, confirm in writing that all such Confidential Information has been destroyed.

**9. TERMINATION**

- 9.1 This NDA shall, unless otherwise extended by mutual agreement of the Parties, terminate upon happening of any of the following events:
- a) Termination by mutual consent.
  - b) Termination by either party due to breach of any of the covenants hereof by the other, with three months' prior written notice to the defaulting Party.
  - c) by giving written notice of 30 days in the event of the liquidation, bankruptcy, reorganization, dissolution or insolvency of the other Party resulting in that Party's inability to perform the obligations under this NDA;
  - d) by either party by giving 90 days written notice to the other with or without attributing reasons;
  - e) if a Party is Blacklisted by any Govt., Statutory Authorities, body corporate,

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which make the performance of this NDA by that Party impossible. In such case that party shall give appropriate notice to the other informing the incidence of blacklisting and also the impossibility in performing the obligations under this NDA.

- 9.2 Notwithstanding the above, termination shall not prejudice any obligation that has arisen prior to the date of effective termination between the Parties and/or obligation of either Party to any other third party.

## 10. GOVERNING LAW

- 10.1 This NDA shall be governed by the laws of Republic of India

## 11. DISPUTE SETTLEMENT AND JURISDICTION

Disputes if any, arising between the Parties, in connection with this NDA or any other matters connected therewith, will be mutually discussed and amicably settled between the parties by conciliation/negotiation. The unresolved dispute(s) shall be referred to Arbitral Tribunal consisting of a sole Arbitrator to be mutually appointed by the Parties. If the Parties fail to reach a mutual agreement, the sole Arbitrator shall be appointed in accordance with the provisions of Arbitration and Conciliation Act, 1996. The proceedings of the Arbitration shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996, as may be amended from time-to-time. The award of the Arbitral Tribunal shall be final and binding upon the parties to the dispute. The Place/seat of Arbitration shall be at Bengaluru (Karnataka) and the Arbitration proceedings shall be conducted in English language.

- 11.1 The Courts at Bengaluru (Karnataka) shall have exclusive jurisdiction to deal with any matter arising out of or relating to/in connection with this NDA including the Arbitration.

## 12. MISCELLANEOUS

- 12.1 SEVERABILITY AND WAIVER: If any provision of this NDA is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The Parties shall replace any invalid provision with a valid provision, which must closely approximate the intent and economic effect of the invalid provision. The waiver by the Disclosing Party of a breach of any provision of this NDA shall not operate or be interpreted as a waiver of any other or subsequent breach.
- 12.2 NON-SOLICITATION: No Party shall, either directly or indirectly, on its own behalf or on the behalf of others, solicit or hire for work any person(s) employed by the other Party, whether or not such employment is pursuant to a written contract or is at will, without the

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express written permission of such other Party, or until such employee has ceased his/her employment with such other Party for at least two (2) years. This clause shall survive for a period of two years even from the date of termination.

- 12.3 NOTICES: All notices under this NDA must be in writing and must be either: faxed; mailed by registered or certified mail, postage prepaid and return receipt requested; or delivered by hand to the party to whom such notice is required or permitted to be given at the address set out in the title of this NDA.
- 12.4 SUCCESSORS AND ASSIGNS: The Receiving Party shall have no right to assign its rights under this NDA, whether expressly or by operation of law, without the written consent of the Disclosing Party. This NDA and the Receiving Party's obligations hereunder shall be binding on the Representatives, permitted assigns and successors of the Receiving Party and shall inure to the benefit of the Representatives, assigns and successors of Disclosing Party.
- 12.5 VARIATION AND AMENDMENT: No variation or amendment of this NDA shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 12.6 INDEMNIFICATION: The Disclosing Party Agrees to indemnify, defend, protect, save and hold harmless the Receiving Party against third Party Claims arising out of infringement of a third party's Intellectual Property Rights, with respect to the confidential Information supplied by the Disclosing Party. In case any court or tribunal refrains the Receiving Party from using the confidential information, the disclosing party shall arrange for similar non-infringing confidential information aligning with the Project to the Receiving Party without any additional cost.
- 12.7 FINAL PROVISION: It is the understanding between the parties that this NDA is solely between the parties and Government of India or Ministry of Defence is not a party and thus cast no obligation on them whatsoever under this NDA.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this NDA on ..... (Day) ..... (Month) ..... (Year) at ..... (Place) in the presence of the following witnesses.

for BEML LIMITED

for .....

Name:

Name:

Signature:

Signature:

WITNESSES:

WITNESSE

**Annexure-P**

**SCOPE OF WORK**

**FOR INDEPENDENT EXTERNAL MONITOR / MONITORS**

1. The task of the Monitor is to review independently and objectively, whether and to What extent the parties comply with the obligations under Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
3. BEML will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BEML and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
4. As soon as the Monitor notices, or believes to notice, a violation of Integrity Pact, he will so inform the Management of the BEML and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
5. The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of meeting and, should the occasion arise submit proposals for correcting problematic situations.
6. If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
7. The word 'Monitor' would include both singular and plural.

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**ANNEXURE-10**

**PERFORMANCE BANK GUARANTEE**

Bank Guarantee No.....  
Dated .....  
Amount .....  
Valid upto .....  
Claim upto .....

The General Manager (Corporate Materials)  
BEML Limited  
Corporate Materials (Imports)  
BEML LTD,  
BEML SOUDHA,  
23/1, 4th Main, S.R. Nagar,  
Bangalore – 560 027  
KARNATAKA, India

M/s .....(Name of the Consultant) having their office at  
.....and its Registered office at.....(  
hereinafter called the Consultant) has entered into an agreement  
No:..... (Hereinafter called the said agreement) with M/s BEML  
Limited, Bangalore (hereinafter called the Company) for preparation of Pre-Feasibility  
Report & Detailed Project Report for setting up greenfield facility for manufacturing of  
Maritime Cranes in India on the terms and conditions in the said agreement.

In terms of the said agreement the Consultant is required to and has agreed to furnish to  
the company a Bank Guarantee for a sum of 10% of the Contract value i.e, Rs.-----  
(Rupees .----- only) towards security for the due and faithful performance of the  
terms of the said agreement and against any loss or damage caused to or would be caused  
to or suffered by the company by reason of any breach by the said Consultant of any of the  
terms or conditions contained in the said agreement.

(Name of the BANK) having its office at ..... has agreed at the request  
of the contractor to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under  
this Guarantee without any demur or protest merely on a demand from the company in writing stating  
that the amount due by way of any loss or damage caused to or would be caused to or suffered by the  
company by reasons of any breach by the said contractor(s) of any of the terms & conditions  
contained in the said agreement or by reason of the said contractor's failure to perform the said  
agreement. Any such demand made on the Bank by the company shall be conclusive as regards the  
amount due and payable by the Bank under this Guarantee upto xx/xx/xxxx (date) or the extended  
period if any. However, our liability under this Guarantee shall be restricted to an amount not  
exceeding Rs.----- (Rupees ----- only). Any change or  
variation in the constitution of the company shall not discharge the Bank from its liability to pay

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the amount under this Guarantee. We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s). Unless a demand or claim under this Guarantee is made on us in writing on or before xx/xx/xxxx (date) or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

The validity of Bank Guarantee shall be upto 18 months from the date of contract i.e, till-----  
.The Bank guarantee shall remain valid for the period of 6 months after expiry of contract i.e, till ----  
----upto which the contractor is obliged for due performance of the said Agreement/Contract/Order. Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs. -  
----(Rupees only) in aggregate and it shall remain in full force upto xx/xx/xxxx (date). Any claim under this Guarantee must be received by us on or before xx/xx/xxxx (date) or the extended period and if no such claim is received by us within xx/xx/xxxx (date) or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date & Place :

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**ANNEXURE-11**  
**LETTER OF**  
**COMFORT**

(On the letterhead of parent company of the bidder)

To,

(Write Name & Address of Officer of BEML inviting the Tender)

Dear Sir/ Madam, Sub: Comfort Letter

We hereby confirm that, for the work under RFP no. [e] for Engagement of Strategy Consultant for preparation of Pre-Feasibility Report & Detailed Project Report for setting up greenfield facility for manufacturing of Maritime Cranes, [•] [the name of the parent company] is willing to provide access to all its global partners/ domain area experts to BEML, as and when required by BEML for this assignment, without any additional costs.

On behalf of [name of the  
parent company]

Signature & seal of CEO/country  
head/ Director/ equivalent

[Signature & seal]  
Place & date

Place & date

## **Annexure-12**

### **INTEGRITY PACT**

**Pre-contract INTEGRITY PACT is reproduced as below:**

**Between BEML Limited (BEML) hereinafter referred to as “The Principal”  
And ..... hereinafter referred to as “The Bidder/Contractor”**

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ... ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution

c. The Principal will exclude from the process all known prejudiced persons. (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section 2 – Commitment of the Bidder(s)/ contractor(s)**

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract

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or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at Annexure-J1.

e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

### **Section 4 – Compensation for Damages**

i. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

ii. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 – Previous Transgression**

I The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

ii. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors**

I The Bidder(s)/ Contractor(s) undertaker(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

ii. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and sub-contractors.

iii. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Sub-contractor(s)** If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

**Section 8 – Independent External Monitor / Monitors**

i. The Principal appoints competent and credible Independent External Monitor for this Pact.

ii. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.

iii. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub- contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

iv. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

v. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

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take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

vi. The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, shall the occasion arise submit proposals for correcting problematic situations.

vii. If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

viii. The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

### **Section 10 – Other provisions**

i. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e., Bangalore.

ii. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

iv. Shall one or several provisions of this agreement turn out to be invalid; the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

v. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

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-----  
(For & On behalf of the Principal)  
(Office Seal)

-----  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) ----- (Name & Address) -----

-----

-----

-----

-----

-----

-----

Witness 2:

Witness 2:

(Name & Address)

(Name & Address) -----

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**Annexure J1 relating to Integrity Pact**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed Application-Form available on [www.bemlindia.com](http://www.bemlindia.com).

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect shall be submitted by the Principal before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:**

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and Authority given to commit the Principals. In case the agent/representative is a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by BEML LTD in India in

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equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

**IEM contacts:**

The Central Vigilance Commission (CVC) has appointed Independent External Monitors (IEMs) to oversee the implementation of the Integrity Pact for procurement processes. The details of the appointed IEMs, including their names and contact information, are available on the official website of the CVC (<https://cvc.gov.in/>) or may be obtained from the concerned department upon request.

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**ANNEXURE-13**  
**Price Schedule of Financial Bid (Part-B)**

SN	Item description	Price in INR inclusive of all taxes & duties excluding GST
1	Lump-sum consultancy charges for Phase-1	Rates to be entered in the price condition tab in SRM System only considering the scope of work for <b>Phase-1</b>
2	Lump-sum consultancy charges for Phase-2	Rates to be entered in the price condition tab in SRM System only considering the scope of work for <b>Phase-2</b>
3	Lump-sum consultancy charges for Phase-1 & Phase-2	Rates to be entered in the price condition tab in SRM System only considering the scope of work for <b>Phase - 1 &amp; Phase - 2</b>

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-14****BID GUARANTEE FORMAT**

Ref:

To,

BEML LIMITED

BEML Soudha ,No: 23/7, 4<sup>th</sup> Main, S.R. Nagar

Bangalore - 560027

Dear Sirs,

.....  
 In accordance with your 'Tender Enquiry' under your Tender No..... dated  
 -----M/s..... herein after

called the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

- |    |     |
|----|-----|
| 1. | 2.  |
| 3. | 4.  |
| 5. | 6.  |
| 7. | 8.  |
| 9. | 10. |

Wish to participate in the said tender for

.....  
 As an irrevocable Bank Guarantee against Bid Guarantee amount of  
 Rs.....(In words  
 and figures) valid for ..... days from ..... is required

to be submitted by the Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the 'Letter of Acceptance / Purchase Order' by the bidder when issued within the validity period.

(3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

We, the .....Bank at.....having our Head  
 office at .....(Local address) Guarantee and  
 undertake to pay immediately on first demand by BEML LIMITED, the amount of  
 Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to ..... (This date shall be 45 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.....

..... on whose behalf this guarantee is issued. In witness whereof the Bank, through its authorized officer has set its hand and stamp on this

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.....day of.....at .....

Witness (Signature)

WITNESS

(Signature) ....

Name in (Block letters)

Designation .....

(Staff No.) .....

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:

## **Annexure-15**

### **Letter comprising the Technical Proposal**

To,

The General Manager (Corporate Materials)  
BEML LTD,  
BEML SOUDHA,  
23/1, 4th Main, S.R. Nagar, Bangalore – 560 027  
KARNATAKA, India

Sub: Engagement of Strategy Consultant for preparation of Pre-Feasibility Report & Detailed Project Report for setting up greenfield facility for manufacturing of Maritime Cranes in India

Dear Sir,

1. With reference to your Bidding Document dated....., I/we, having examined the Bid Document and understood its contents, hereby submit my/our Technical Proposal for the aforesaid partnership.
2. I/ We acknowledge that BEML/ Techno-commercial Evaluation Committee will be relying on the information provided in the Technical Proposal and the documents accompanying such Bid of the Bidders for the aforesaid project, and we certify that all information provided in the Technical Proposal is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Consultancy.
4. I/ We shall make available to BEML/ Techno-commercial Evaluation Committee any additional information it may find necessary or require to supplement or authenticate the statements in the Technical Proposal. I/We also undertake to submit our presentation to BEML whenever invited for the same as provided in Bid document.
5. I/ We acknowledge the right of BEML/ Techno-commercial Evaluation Committee to reject our technical proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

Signature & seal of the Authorized Person of Bidder

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BEML/ Techno-commercial Evaluation Committee in connection with the selection of Bidders, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
7. In witness thereof, I/ we submit this Technical Proposal under and in accordance with the terms of the Bid Document.

Yours faithfully,

**Date:**

(Signature of the Authorised signatory)

**Place:**

(Name and designation of the Authorised signatory)  
**with Seal**

Signature & seal of the Authorized Person of Bidder

**ANNEXURE-16****Applicable for section-5 of A (1), A (2) A (3) & A (4)****Experience of the bidder during the last 10 years (2015-16 to 2024- 25/ 2015-2024)**

(To be typed in the letterhead of the bidder)

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order	Brief of work	Zero date	Completion date
1								
2								
..								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment or self-certification by CEO/ MD/Country Head may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

**Signature of CEO/ MD/Country Head**

Place &amp; date

**ANNEXURE-17****Applicable for section-5 of C1****Experience of Project Director/Team leader Project Director/Team leader**

1) Name of the Project Director: -

Full time employee details from last 5 years: Employer certificate to be submitted with company letter head.

2) For Minimum 15 years of consulting experiences No. of similar works, each assignment having a value of at least USD 1 million (global)/ INR Rs 6 Crore (India) in last 10 years to be filled in below table and copy of service certificate to be provided.

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order	Brief of work	Zero date	Completion date
1								
2								
..								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment or self-certification by CEO/ MD/Country Head may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

**Signature of CEO/ MD/Country Head**

Place & date

**ANNEXURE-18****Applicable for section-5 of C2****Experience of Project Manager:****1) Name of the Project manager:**

Full time employee details from last 2 years: Employer certificate to be submitted with company letter head.

**2) Minimum 7 years of consulting experiences No. of similar works in similar industries, each assignment having a value of at least USD 1 million (global)/ INR Rs 6 Crore (India) in last 7 years to be filled in below table and copy of service certificate to be provided.**

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order	Brief of work	Zero date	Completion date
1								
2								
..								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment or self-certification by CEO/ MD/Country Head may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

**Signature of CEO/ MD/Country Head**

Place & date

**ANNEXURE-19****Applicable for section-5 of C3****Experience of Public sector expert****1) Name of the Public sector expert:**

Full time employee details from last 2 years: Employer certificate to be submitted with company letter head.

**2) Minimum 10 years of consulting experience No. of projects in strategy development/ policy development for Indian public sector companies/ MoD/Government of India / State Government, each assignment having a value of at least INR Rs 6 Crore in last 10 years to be filled in below table and copy of service certificate to be provided.**

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order	Brief of work	Zero date	Completion date
1								
2								
..								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment or self-certification by CEO/ MD/Country Head may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

**Signature of CEO/ MD/Country Head**

Place & date

**ANNEXURE-20****Applicable for section-5 of C4****Experience of Technical Feasibility Expert**

- 1) Name of the Technical Feasibility Expert:
- 2) Minimum 10 years of consulting experience No. of projects as Technical Expert / Lead for DPR creation of a site for manufacturing feasibility assessment, each assignment to be filled in below table and copy of service certificate to be provided.

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order	Brief of work	Zero date	Completion date
1								
2								
..								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment or self-certification by CEO/ MD/Country Head may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender

**Signature of CEO/ MD/Country Head**

Place & date

**ANNEXURE-21****Applicable for section-5 of C5****Experience of Finance Expert****1) Name of the Finance expert:**

Full time employee details from last 2 years: Employer certificate to be submitted with company letter head.

**2) Minimum 10 years of consulting experience No. of projects in business case creation / feasibility assessment / financial modelling, each assignment having a value of at least \$1 million (global) / INR Rs 6 Crore (India) in last 10 years to be filled in below table and copy of service certificate to be provided.**

SN	Project/ Description of work	Customer name, contact address, Ph.no., email	Work order ref.	Work Order date	Value of Order	Brief of work	Zero date	Completion date
1								
2								
..								

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment or self-certification by CEO/ MD/Country Head may be submitted.

Note: Regarding client name, wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted and all other requirements as per tender.

**Signature of CEO/ MD/Country Head**

Place & date