Corrigendum-1 to SRM bid no. 6300039705 dated: 16.07.2025 17:00:00 on SRM portal, CPP portal and Indian Trade Journal.

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.

SL. No.	Clause/ Page No.	For			R	Read As			
1	Pg 1	Tender closing date & time: 16/07/2025 @17.00 hrs		Te	Tender closing date & time: 23/07/2025 @17.00 hrs				
2	Section 1, Clause 1.2 (a)(ii) Pg 5	ii) There w from end of Pha Report) to comr required for rev of requisite app India. All efforts time gap. In eve control of BEML Phase II may be	Commencement of Phase-2 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 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.			Commencement of Phase-2ii)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. 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. BEML reserves the right to not to proceed with Phase 2			
3	1.3 Key Points, 8,9,10 Pg 9	8	Last date for submission of Bid	16/07/2025 up to 17:00 Hrs IST.		8	Last date for submission of Bid Date of opening of	23/07/2025 up to 17:00 Hrs IST.	
		9	Date of opening of Pre- qualification	16/7/2025 at 16:00 Hrs IST.		9	Pre- qualification Bid (Manual Mode)	23/07/2025 at 16:00 Hrs IST.	
		10	Bid (Manual Mode) Date of opening of Technical Bid	16/7/2025 at 17:30 Hrs IST.		10	Date of opening of Technical Bid	23/07/2025 at 17:30 Hrs IST.	
4	1.5 GUIDELINES FOR BID SUBMISSION	sealed cover wi number and clo	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 & o drop at 'Tender Box' placed at "Room No 1, BEML			ith super scribir osing date and	ng Tender reference n	ification bid in a sealed cover umber and closing date. Before der Box' placed at "Room No 4th Main, S R Nagar,	

SL. No.	Clause/ Page	For	Read As
	No.		
	Pg 10	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	Bengaluru -560 027 (Karnataka)" or send the same by pre-paid registered post or by recognized courier so that they are received on/before 23/07/2025 1600 hrs IST
5	Part A, pt 2 Pg 10	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.	Bidder must have completed three similar works in similar industries during the last ten Financial Years (2015-16 to 2024-25) with the order value of each such works not less than INR 6 Crore/ USD 1 million.
6	Part A, pt 3 Pg 11	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.	Sub-Contracting / JV / Consortium is permitted. Joint Bidding Agreement with sub-contractor or JV / Consortium, 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. Change of sub-contractor or JV/Consortium Partner is not permitted post submission of bids.
7	Part A, pt 4 Annexure-4 Pg 11	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.	The Bidder should have at least an average annual turnover in India of INR 100 Crore from consulting works during three years out of four Financial Years, 2021-22, 2022- 23; 2023-24 & 2024-25 Documents to be submitted: Audited Balance Sheet and Profit & Loss Account indicating annual turnover or; Certificate from statutory auditor indicating the annual turnover of the bidders. All documents to be duly certified by CEO/MD/Country Head. Information to be submitted as per Revised Annexure-4 .
8	Part A, pt 8 Pg 11	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	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 and the evaluation criteria . 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

SL. No.	Clause/ Page No.	For			Re	ad As				
9	Part C.	 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. Price Bid as per Annexure 13 to be submitted through online SRM Portal. 			prequalification. Change of name of applicant in the past, if any shall be corroborated with satisfactory documentary proof.Price Bid as per Annexure 13 to be submitted through online SRM Portal.					
	Financial Bid,									
	Pg 13	S	N Item description	Price in INR inclusive of all		SN	Item description	Price in INR inclusive of all taxes & duties excluding GST		
			Lump-sum	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		
		1 consultancy consultancy entered in the entereed in the entered i	entered in the	-	2	Lump-sum consultancy charges for Phase-2	work for Phase-1 Rates to be entered in the price condition tab in SRM System only considering the scope of work for Phase-2			
			only	only considering the entire scope of		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 Phase - 1 & Phase - 2		
10	2.7. Bid Due Date, Pg 16	hours IST on any, at the a specified tim 'Late' and sh circumstance	the Bid Due Date or ext ddress provided. Bids red of their submission sha all not be considered und es. BEML at its discretion	t its discretion may extend the bid			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 tend			
11	Section 2.12. Bid Security/EMD Page 17 of 83		late. Information related e tender portal. curity/EMD	to the same shall be	Ne d) Ba	An irre nk autl	vocable Bank Guarante horised by RBI to issue	tion with Point (a), (b) & (c) e from a Scheduled Commercial a Bank Guarantee in favour of -14 having a validity period of		

SL. No.	Clause/ Page No.	For	Read As
			bid validity (180 Days) + 45 days from the date of opening of Tender.
12	Section 3, Scope of Work 3.2, 1) Crane Market Segmentation, a) Pg 20	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, analysing their specific applications, technical requirements, and popularity in Indian and global ports.	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, Goliath Cranes up to 600 T , analysing their specific applications, technical requirements, and popularity in Indian and global ports.
13	Section 3, Scope of Work, Note after Scope of Activities of Phase II, Module 4	Note	New Note (4) to be read in conjunction with Note (1), (2) & (3) 4) DPR does not envisage preparation of good for construction (GFC) drawings
14	Pg 28 SECTION – 4 DELIVERABLES AND PAYMENT SCHEDULE Pg 29-30	4.2 PAYMENT SCHEDULE	New Clause to be read after 4.2.2 4.2.3 Price Bid for Phase I shall not exceed 60% of total of Phase I & Phase II.
15		A. Experience of the bidder during the last 10 years (2015 - 16 to 2024 - 25 / 2015 - 2024) – 35 Marks	A. Experience of the bidder – 35 Marks
16	- U	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	No of completed eligible assignments undertaken globally (excluding India) in similar industries in last 10 years, each having a value of at least USD 1 million
17	Section 5 evaluation	No of eligible assignments undertaken in similar industries in	No of completed eligible assignments undertaken in similar industries in

SL. No.	Clause/ Page No.	For	Read As
	Criteria, Sub section A2 Pg 31	India in last 10 years, each having a value of at least INR 6 Crore	India in last 10 years, each having a value of at least INR 6 Crore
18		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	No of completed 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
19	Section 5 evaluation Criteria, Sub section A4 Pg 31	No. of projects technically executed with Detailed Project Report (DPR) creation for manufacturing feasibility in similar industries in last 10 years	No. of completed projects technically executed with Detailed Project Report (DPR) creation for manufacturing feasibility in similar industries in last 10 years
20	Section 5 evaluation Criteria, Sub section A5 Pg 31	One detailed case study of strategic feasibility assessment of manufacturing in similar industry in Govt of India or State Govt or PSU set up	One detailed case study of strategic feasibility assessment in similar industry in Govt of India or State Govt or PSU set up, preference will be given for manufacturing feasibility assessment
21	Section 5 evaluation Criteria, Sub section C1, Pg 32	 No. of eligible assignments, each assignment having a value of at least USD 1million (global) / INR Rs 6 Crore (India) in last 10 years 10 projects of which at least 3 are in 	 No. of completed_eligible assignments, each assignment having a value of at least USD 1 million (global) / INR Rs 6 Crore (India) in last 10 years 10 projects of which at least 3 are in similar industries – 10 marks
	ANNEXURE 17	similar industries – 10 marks • For no. of projects below 10, scoring will be on pro-rata basis	• For no. of projects below 10, scoring will be on pro-rata basis
22	Section 5 evaluation Criteria, Sub section C2 Pg 32 ANNEXURE 18	 No. of eligible assignments, each assignment having a value of at least USD 1million (global) / INR Rs 6 Crore (India) in last 7 years 5 projects and above – 5 marks For no. of projects below 5, scoring will be on pro-rata basis. 	 No. of completed eligible assignments, each assignment having a value of at least USD 1million (global) / INR Rs 6 Crore (India) in last 7 years 5 projects and above of which, at least 1 is in similar industries – 5 marks For no. of projects below 5, scoring will be on pro-rata basis.
23	Section 5 evaluation	No. of projects in Strategy / Policy Design / Feasibility Assessment for Indian public sector companies / MoD	No. of completed projects in Strategy / Policy Design / Feasibility Assessment for Indian public sector companies / MoD / Government of India / State Government, each assignment having

SL. No.	Clause/ Page No.	For	Read As
	Criteria, Sub section C3 Pg 32 ANNEXURE 19	 / Government of India / State Government, each assignment having a value of at least INR Rs 6 Crore in last 10 years 5 projects and above – 5 marks For no. of projects below 5, scoring will be on pro-rata basis. 	a value of at least INR Rs 6 Crore in last 10 years • 5 projects and above – 5 marks • For no. of projects below 5, scoring will be on pro-rata basis.
24	Section 5 evaluation Criteria, Sub section C4 Pg 33 ANNEXURE 20	 No. of projects as Technical Expert / Lead for DPR creation of a site for manufacturing feasibility assessment in the last 10 years 5 projects of which at least 2 are in similar industries – 5 marks For no. of projects below 5, scoring will be on pro-rata basis. 	 No. of completed projects as Technical Expert / Lead for DPR creation of a site for manufacturing feasibility assessment in the last 10 years 5 projects of which at least 2 are in similar industries – 5 marks For no. of projects below 5, scoring will be on pro-rata basis.
25	Section 5 evaluation Criteria, Sub section C5 Pg 33 ANNEXURE 21	 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 5 projects and above – 5 marks & For no. of projects below 5, scoring will be on pro-rata basis 	 No. of completed projects in business case creation / feasibility assessment / financial modelling, in last 10 years 5 projects and above – 5 marks & For no. of projects below 5, scoring will be on pro-rata basis
26	Section 5 evaluation Criteria, Note 1 Pg 33	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.	Eligible assignment is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities for companies excluding IT implementation, Audit/ Compliance/ Risk Assessment/Taxation. Projects submitted for A 1 to A 4 must be unique.
27	Section 5 evaluation Criteria, Note 2 Pg 33	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 industries include defence & aerospace, ports, shipbuilding, capital goods, oil & gas or any other heavy engineering sector such as maritime cranes mining equipment & construction equipment, etc. Projects submitted for A 1 to A 4 must be unique
28	Section 5 evaluation Criteria, Note 3 Pg 33	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	Similar work is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities for companies excluding IT implementation, Audit/ Compliance/ Risk Assessment/Taxation

SL. No.	Clause/ Page No.	For	Read As
		implementation, Audit/ Compliance/ Risk Assessment / Taxation	
29	Section 5 evaluation Criteria, Note 8 Pg 33	Ongoing Projects may be cited, provided such projects have completed substantially (90% of the Milestones).	Deleted
30	Section 5 evaluation Criteria, Note 10 Pg 34	 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) 	 Financial capacity: Audited Balance Sheet and Profit & Loss Account indicating annual turnover or; Certificate from statutory auditors indicating the annual turnover of the bidders during three years out of four Financial Years, 2021-22, 2022- 23; 2023-24 & 2024-25. All documents to be duly certified by CEO/ MD/Country Head. 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, duly supported by Client certificate (Revised Annexure-16)
31	Section-7, 7.1 Contract period Pg 43	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	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. BEML reserves the right to not to proceed with Phase 2
32	Section-7 , 7.6 Taxes & duties, 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	BEML reserves the right to protect its interest against any loss on account of availability of GST credit for any reasons solely

SL. No.	Clause/ Page No.	For	Re	ead As			
	Pg 43		attributable to the Consulting Firm, wherever such GST ITC is available as per GST Law provisions"				
33	CPP PORTAL	Tender Value in CPP portal INR 20,00,00,000	Tender Value in CPP portal INR 10,00,00,000				
34	SRM PORTAL	One-line item in SRM RFQ 6300039705 "Engagement of Strategy Consultant for preparation of	Tł	nree-lin	e item in SRM RFQ 63000	039705 as below;	
		Pre-Feasibility Report & Detailed Project Report for setting up greenfield facility for manufacturing of Maritime		SN	Item description	Price in INR inclusive of all taxes & duties excluding GST	
		Cranes in India."		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 Phase-1	
				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 Phase-2	
				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 Phase - 1 & Phase - 2	

REVISED ANNEXURE-4

Financial Capacity of the Bidders

Average annual turnover of the bidder from consulting works in India during three years out of four Financial Years, 2021-22, 2022-23; 2023-24 & 2024-25

Average Annual Turnover of the bidder

Sl. No.	Financial Year	Annual Turnover
1		
2		
3		
		(name of the bidder), annual ve years is correct as by the accounts of the
		not available, provisional results duly certified CEO/ MD/Country Head may be submitted
		Signature of statutory auditors
		Signature of CEO/ MD/Country Head
Seal of the firn Place Date	n Place	

REVISED ANNEXURE-16

Applicable for section-5 of A (1), A (2) A (3) & A (4)

Experience of the bidder during the last 10 Financial Years (2015-16 to 2024-25/ 2015-2024)

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								

(To be typed in the letterhead of the bidder)

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

REPLIES TO PRE-BID QUERIES.

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.				
1	Clauses A1, A2, A3 and A4, Pg 31	Number of eligible assignments undertaken in similar industries in the last 10 years, each having a value of at least INR 6 Crore	The clauses A1, A2, A3 and A4 require the bidding entity to submit details on the number of similar assignments undertaken in similar industries in last 10 years meeting the	Financial year (1st Apr to 31st Mar), i.e., from April 2015 to March 2025				
		# Criteria A. Experience of the bidder during the last 10 years (2015 - 16 to 2024 - 25 / 2015 - 2024) – 35 Marks	 threshold project fee value. We wanted to understand whether the years should be treated as: Financial year (1st Apr to 31st Mar), i.e., 					
		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.	from April 2015 to March 2025 or - Calendar years (1st Jan to 31st Dec), i.e., from January 2015 to December 2024					
		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						
						 No of eligible assignments undertaken in last 10 years among schedule A Indian public A3 sector companies or MoD or Government of India or State Govt. each having a value of at least INR 6 Crore 		
		A4 No. of projects technically executed with Detailed Project Report (DPR) creation for manufacturing feasibility in similar industries in last 10 years						
2	Clause A4, Pg 31	Number of projects technically executed with Detailed Project Report (DPR) creation for manufacturing feasibility in similar industries in last 10 years	We note that several comparable sectors covered by this RFP, such as ports, do not involve explicit <u>manufacturing activities</u> . The DPR for such sectors typically evaluates overall business opportunity, growth	NIT prevails				
		# Criteria No. of projects technically executed with Detailed Project A4 Report (DPR) creation for manufacturing feasibility in similar industries in last 10 years	potential, techno-economic viability, implementation strategy and risk, rather than manufacturing feasibility per se. Hence, we would request if the word "manufacturing" in the above criterion may be					

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SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
			omitted or rephrased as "feasibility of business growth or opportunity".	
3	Clause A5, Pg 31	One detailed case study of strategic feasibility assessment of manufacturing in similar industry in Govt of India or State Govt or PSU set up#CriteriaØne detailed case study of strategic feasibility assessment of manufacturing in similar industry in Govt of India or State Govt or PSU set up	In line with the above query#2, we respectfully request the authority to consider omitting or rephrasing the term "manufacturing" to "feasibility of business growth or opportunity", to ensure alignment with the broader scope of sectors covered under this RFP. Kindly confirm.	<u>Ref corrigendum</u>

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
4	Clause 3, Pg 11	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.	In line with standard practice across public sector procurements, bidders typically provide a NDA at the proposal stage to confirm intent to collaborate, while entering into a binding agreement only upon award of the contract. Requiring a binding agreement during the bid stage: 1. Places an undue administrative and legal burden on bidders before award 2. May delay bid preparation due to internal legal clearances, especially in multi-party arrangements 3. Is unnecessary at this stage, as the final contract will establish legally binding terms 4. Accepting Non-Disclosure Agreement (NDA) instead will uphold the intent of partnership confirmation while ensuring flexibility during the bidding process. Therefore, we request that the requirement to submit a binding agreement at the bid stage be removed, and that a Non-Disclosure Agreement (NDA) be accepted instead. Kindly confirm.	<u>Ref corrigendum</u>
5	Clause 3, Pg 11	Credentials of Sub-Contractor/JV/Consortium Partner to be submitted for technical evaluation, as required in the evaluation criteria	We understand that the bidders can utilize the credentials of its Sub-Contractor/ JV/ Consortium partner for the technical evaluation criteria.Kindly confirm.	Yes

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
6	Clauses: 2.2 & 2.3, Pg 72	 Payment terms: 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 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 omission/ 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. 	 1.Request you to accept a payment term of 7 days from the invoice date within which we would like to receive payments. As per our standard terms, we would like to add the clause on interest on late payment. "COMPANY will impose a 1.5% per month late payment fee for invoices that remain unsettled after 30 days from raising the invoice." Request you to accept the same. We propose to remove word satisfactory. 	NIT prevails
7	Clause: 9 Pg 59	 Termination 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, which make the performance of this NDA by that Party impossible. In such case 	We would like to propose a mutual termination clause wherein Consultant has a right to terminate too and clarify that Consultant would cease work upon receiving termination notice. We would also like to add that in the event of a termination both with or without cause, Company pays Consultant fees and expenses up to the date of termination. We would also want that in final Contract exact events be identified that are grounds for termination and not leave it subjective to the satisfaction of one party	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
		 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. 		

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
8	N/A	Assumptions Milestone / VBP	1. BEML and COMPANY pledge and commit on joint accountability in the success of delivering Program targets. Each Party will be solely responsible for the performance of its employees and agents and for the accuracy and completeness of all data, instructions, information or assumptions provided by such Party to the other Party hereunder. Each Party shall be entitled to rely on all data, instructions, information or assumptions and all decision and approvals of the applicable other Party2. Select workstreams will require dedicated resources from Company's side, which may at times mean a full-time equivalent, 100% role (e.g., workstream leaders, Program-dedicated Finance controller). These roles will be agreed by Company and COMPANY as described in the workplans for each workstream. Company agrees to identify qualified and capable candidates for these roles in a timely manner and commit the required capacity to the workstreams. In order for the Program to be successful, COMPANY will need to have the ability to influence, challenge and stretch thinking of others in the Company organization.3. BEML agrees to reasonably cooperate with COMPANY in the performance of the Services, including, without limitation, providing COMPANY with timely access to available data that is required to perform the work for a particular workstream initiative (including data and information contracted from third parties),and information and Company personnel. Where applicable, Company will grant access to certain Company systems so that COMPANY is able to access data independently	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
		Cont	 4. BEML shall provide timely decision- making, responses, and approval and signoff in writing related to Deliverables, valuations, milestone achievements, impact, and achievement of the Milestone Fee and Performance Fees within five (5) business days of COMPANY requesting in writing, otherwise such items are deemed accepted and approved. For the avoidance of doubt, the time above is measured from when Deliverables are provided by COMPANY to Procuring Entity. 5. BEML will provide COMPANY with necessary access to Company facilities in order to achieve the Program Objectives. 	
9	Clause: 6.4 Pg 36	 Rights of BEML: This clause serves to protect BEML's interests by reserving its right to terminate the contract or reassign part of the scope to third parties if necessary. 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 	We propose to remove limb (e) as this is too broad. Also, we like to include termination right for COMPANY on account of nonpayment of service fee by BEML.	NIT Prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
		 completion of the work as per contract. d) Non-completion of work by the selected bidder within the scheduled completion and 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. 		

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
10	Clause 6.5 Pg 37	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.	We propose to narrow the scope from "any event attributable to management" to "material breach or gross negligence." Also, losses shall mean direct damages and not consequential ones.We would like to include a requirement of notice and opportunity to cure before BEML can invoke recovery rights. Request that disputed amounts be excluded from recovery until resolved.Also, we would like to propose limitation of liability provisions, under no circumstances will Consultant's aggregate liability to Company for any and all claims, including third party claims, or losses arising from or in connection with or relating to the engagement, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise, exceed an amount equal to the Fees paid by Company to Consultant for theService or Deliverable that gave rise to the claim.	NIT Prevails
11	Clause:6.6 Pg 37	 Guarantees: This clause protects BEML from legal and financial exposure related to any IP rights infringements by the bidder during the performance of services. It ensures that the burden of risk and liability stays with the bidder, encouraging them to use legally compliant, non-infringing methods, tools, and materials in their work. 6.6 "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." 	We propose to narrow the indemnity to direct losses, claims and damages.	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
12	/Pg No. Clause: 6.7 Pg 37	 Professional liability: The clause ensures that the consulting firm remains accountable, follows best practices, and delivers quality outputs that are subject to scrutiny either by BEML or an external validator. It reinforces transparency, diligence, and credibility in the consulting process. "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's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of when the the be the endeaver 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 when the the the summer of the summer of the summer set the profession. 	We propose any that external validator is not a competitor of COMPANY and shall sign a confidentiality agreement with COMPANY.	NIT prevails
		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."		

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
13	Clause: 6.10 Pg 38	Use of contract documents, specifications, design: The clause ensures that all confidential information shared by BEML is secure and only accessible to those with a legitimate need, within the consulting firm. It places the onus on the firm to control access, maintain secrecy, and prevent unauthorized disclosures, thereby protecting BEML's interests and data integrity. 6.10 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.	BEML will not make any external statement regarding the Agreement or Services performed without the prior written consent of the COMPANY.	NIT prevails
14	Clause: 6.11Pg 38	Documents/ reports/ deliverables: This clause ensures that all intellectual property resulting from the consulting engagement is fully owned and freely usable by BEML. It protects BEML's right to leverage, adapt, and disseminate the deliverables without requiring further permission or incurring additional costs, even after the project concludes. 6.11"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."	Each Party owns and retains all rights, title, and interests in and to, its Background IPR and grants to the other Party a worldwide, non-exclusive, royalty-free, and non- transferable license to use that Party's Background IPR to the extent necessary to perform the Agreement.COMPANY provides the Deliverables solely for Company's internal use. Company will not disclose Deliverables or make Deliverables available for use by any third party without the prior written consent of COMPANY. Company will procure that any third party to which it wishes to disclose Deliverables or any other COMPANY materials or work, first execute COMPANY's standard non-reliance and/or non-disclosure terms, which COMPANY will provide to Company upon request. COMPANY will not be responsible for any Losses incurred by Company or any third	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
			party arising out of, or in connection with, such disclosure or any third party's reliance on the Deliverables or any other aspect of COMPANY's work.	
15	Clause: 6.12 Pg 38	Right to implementation: 6.12 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.	If carried out by other party. The other party shall not be a competitor to COMPANY and shall sign a confidentiality agreement.	NIT prevails
16	Clause: 6.18 Pg. 40	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.	We propose to add limb j. Please note for the purpose of clarity that in order to ensure no conflict of interest, as a practice does not assign consultants who will work for Client to provide services to a direct competitor of Company where the services to be provided are substantially similar to the Services Consultant performs for Company under the RFP. Such a restriction lasts for 12 months from the conclusion of the individual's work with Client on the RFP. It is important to note that this restriction will not apply to any senior professionals who serve as Consultant practice area leaders ("PALs"), topic leaders, topic experts or advisors, including data scientists and digital, analytical data or software developers. Involvement of an individual in the RFP will not preclude them from working for other clients in Company's industry	NIT Prevails
17	Clause: 2.20 Pg 19	Confidentiality 2.20 "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	We propose this clause to be added to the Contract:Each Party may have access to Confidential Information of the other Party. Each Party will protect the confidentiality of the other Party's Confidential Information in the same manner as it protects its own similar information, but in any event using a reasonable standard of care. Each Party will use the other Party's Confidential Information only as necessary to perform its obligations under this Contract and will restrict access to	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
		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."	such Confidential Information to its and its Affiliates' personnel engaged in the performance, receipt, or use of the Services, provided that such personnel are bound by obligations of confidentiality no less protective than under this Contract. Except for any license or right expressly granted under this Contract, each Party reserves all right, title and interest in or to its Confidential Information. If a Party receives a subpoena or other valid legal process requiring disclosure of the other Party's Confidential Information, such Party may comply to the extent required by the law of the jurisdiction issuing the subpoena or other legal process and will, unless required by law, promptly notify the other Party's request and expense) in opposing such a demand.	
18	Clause: 5 Pg 58	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	We propose to add the following language to this section: "Notwithstanding anything to the contrary set forth in section 5 and 8 of this Agreement, Receiving Party may only retain copies that are securely stored in archival or computer back-up systems or as required to meet internal, legal or regulatory obligations, provided that any Confidential Information retained for such purposes continues to be subject to this Agreement's terms."	NIT prevails
19	Clause: 6 Pg 58	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;	We recommend adding the following sentence to the agreement if possible: "is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information."	NIT Prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
		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.		
20	Section 1.3 – Key Points Page 9 of 83	#6 – Submission for suggestion/ query Last date for submission of Bid 16/07/2025 up to 17:00 Hrs IST.	We request the Authority to revise the bid submission deadline to three (3) weeks after the pre-bid meeting i.e. This extension will enable us to select a high quality partner for DPR, incorporate responses to pre-bid clarifications, align internal approvals, and prepare a comprehensive and high-quality proposal in line with the scope and resource requirements outlined in the RFP.	Extension of Bid Submission by 01 Week revised bid submission date : 23/07/2025 @17.00 hrs
21	Section 1.3 – Key PointsPage 9 of 83	#7 - Pre-bid Meeting11:00 hrs (IST) on 09/07/2025Pre-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 pallavi@bemIltd.in &david.gangte@bemIltd.in on or before 1500 Hrs (IST) on 7/7/2025.	We request the Authority to kindly consider providing an option to attend the pre-bid meeting via video conferencing (VC), in addition to the in-person meeting. This will enable wider participation from prospective bidders who may face logistical challenges in attending the session physically.	Noted
22	Section 1.5 - GUIDELINES FOR BID SUBMISSION	Part A 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	We request the Authority to consider revising the minimum project order value to INR 5 Crore per assignment. This will enable fair competition among credible consulting firms that have undertaken comparable	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
	Part A Page 10 of 83	each such works not less than INR 6 Crore/ USD 1 million.	projects, including in the public sector or with PSUs.	
23	Section 1.5 - GUIDELINES FOR BID SUBMISSION Part A Page 11 of 83	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. PART A 4. The <u>Bidder / Sub-Contractor / JV / Consortium</u> <u>Partner should individually have at least an</u> <u>average annual turnover in India of INR 100</u> <u>Crore from consulting works during the last three</u> <u>years, 2022- 23; 2023-24 & 2024-25</u> . 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.	We request the Authority to kindly confirm whether this turnover requirement of INR 100 Crore must be met by each member <u>of the JV</u> / <u>consortium individually</u> , or whet <u>her it is</u> <u>sufficient for the lead bidder alone to meet</u> <u>this criterion on behalf of the consort</u> ium. This clarification will help structure our consortium appropriately. Generally, this criteria is required to be met only by the lead bidder, and not by their sub- contractors / JV partners. If JV partners are to be included, then combined turnover may be considered as a criteria (and not individual).	<u>Ref corrigendum</u>
	Part -A (Pre- qualification), clause #8, page 11	PART A 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.	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 and the evaluation criteria.	Ref corrigendum
24	Section 1.5 - GUIDELINES FOR BID SUBMISSION Part A Page 11 of 83 And annexure 4	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. PART A "4. The Bidder / Sub-Contractor / JV / Consortium Partner should individually have at	We request the Authority to consider allowing submission of audited financial statements for FY 2021–22, 2022–23, & 2023–24, in c <u>ase provisional results for FY 2024–</u> <u>25 are not available</u> . This will accommodate bidders whose FY 2024–25	Ref corrigendum

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
		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 <u>case audited results for 2024-2025 are not</u> <u>available, provisional results duly certified by a</u> <u>statutory auditor or Chartered Accountant or</u> <u>self-certification by CEO/ MD/Country Head may</u> <u>be submitted.</u> Information to be submitted as per Annexure-4."	accounts are still under finalization.	
25	Section 2.12. Bid Security/EMD Page 17 of 83	Bid Security/EMD 2.12 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.	We request the Authority to kindly allow submission of the Bid Security in the form of a Bank Guarantee (BG) from a scheduled commercial bank in India. This will provide greater flexibility to bidders and is a standard industry practice for high-value procurements. Accordingly, the Authority is also requested to provide a format for the Bank Guarantee	BG permitted vide NIT pg6/83)
26	SECTION – 5 EVALUATION CRITERIA Subsection A - Experience of the bidder during the last 10 earsPage 31 of 83	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 SECTION - 5 EVALUATION CRITERIA # Criteria No of eligible assignments undertaken in similar industries in India in last 10 years, each having a value of at least INR 6 Crore	We request the Authority to consider revising the minimum eligible assignment value to INR 5 Crore. This will ensure that relevant and comparable consulting experience is not excluded due to minor variation in contract sizes	<u>NIT prevails</u>

SI.No.	NIT Section /Pg No.	NIT Sta	atement	Queries from Consultant	BEML REPLY.
27	SECTION – 5 EVALUATION CRITERIA Subsection A - Experience of the bidder during the last 10 years Page 31 of 83	A3 sector compani Government of Govt. each hav least INR 6 Cro	D years among public sector Government of India a value of at least IN ssignments ast 10 years e A Indian public es or MoD or India or State ing a value of at re	R values may be slightly lower but the scope and complexity remain comparable.	<u>NIT prevails</u>
28	SECTION – 5 EVALUATION CRITERIA Subsection C – Team Excellence – Profiles Page 32 of 83	industries – 10 marks	gnments, each /alue of at least USI	projects. This will allow the inclusion of relevant leadership experience, especially from public sector or industrial transformation assignments where	<u>1) NIT prevails</u> <u>2) Ref corrigendum</u>
		Criteria C1 Project Director / Team leader (Lead partner / partner) • MBA or equivalent degree; and • Full-time employee of the bidder for last 5 years; and	Scale / Scheme of Marking No. of eligible assignments, each assignment having value of at least US 1million (global) / IN Rs 6 Crore (India) in last 10 years • 10 projects of whic at least 3 are in sim industries – 10 mark • For no. of projects below 10, scoring	of eligible assignments need not be limited to similar industries. (a detailed query for the same has been given below) a D IR n ch ilar ks	

SI.No.	NIT Section /Pg No.	NIT State	ement	Queries from Consultant	BEML REPLY.
		Minimum 15 years of consulting experiences	will be on pro-rata basis.		
29	SECTION – 5 EVALUATION CRITERIA Subsection C – Team Excellence – Profiles Page 32 of 83	C2 - Project Manager No. of eligible assign assignment having a va 1million (global) / INR R last 7 years • 5 projects and above • For no. of projects will be on pro-rata basis. Criteria C2 Project Manager • MBA or equivalent degree; and • Full-time employee of the bidder for last 2 years; and • Minimum 7 years of consulting	 alue of at least USD Rs 6 Crore (India) in - 5 marks s below 5, scoring Scale / Scheme of Marking No. of eligible assignments, each assignment having a value of at least USD 1million (global) / INR Rs 6 Crore (India) in last 7 years - 5 projects and above - 5 marks - For no. of projects below 5, scoring will 	 We request the Authority to consider reducing the minimum assignment value from INR 6 Crore to INR 5 Crore for Indian projects. We also request confirmation that the eligible assignments need not be limited to similar industries. Given that project management competencies such as stakeholder coordination, timely execution, and resource management are highly transferable across sectors, allowing a broader set of projects would better reflect the candidate's leadership and delivery experience. We request that for Project Manager, the criteria be amended to: No. of eligible assignments, each assignment having a value of at least USD 1million (global) / INR Rs 5 Crore (India) in last 7 years 5 projects and above <u>of which, at least</u> <u>1 is in similar industries</u> – 5 marks For no. of projects below 5, scoring will be on 	<u>1) NIT prevails</u> <u>2) Ref corrigendum</u> <u>3) Ref corrigendum</u>
30	SECTION – 5EVALUATIO N CRITERIASub section C – Team Excellence – ProfilesPage 32 of 83	C3 - Public Sector Expert Strategy / Policy Design/ I for Indian public sector co Government of India / Government, each assig of at least INR Rs 6 Crore projects and above – 5 ma projects below 5, scorir basis.	Feasibility Assessment ompanies / MoD / State gnment having a value e in last 10 years• 5 arks• For no. of	pro- rata basis. We request the Authority to consider removing the minimum project value threshold of INR 6 Crore for expert evaluation.In most public sector RFPs, expert assessment is typically based on qualifications, number of relevant assignments, and years of experience, rather than the financial value of each project. Retaining this condition may limit the consideration of highly experienced professionals who have	<u>NIT prevails</u>

SI.No.	NIT Section /Pg No.		NIT Statement	Queries from Consultant	BEML REPLY.
		Criteria C3 Public S Expert • MBA c equivale degree; • Full-tin employe bidder fe years; a • Minime years of consulti experier	Strategy / Policy Design / Feasibility Assessment for Indian public sector and companies / MoD re / Government of India / State or last 2 nd assignment having a value of at least INR um 10 Rs 6 Crore in last 10 years of 5 projects and	worked on technically rich or strategically significant assignments of lower contract value.	
31	SECTION – 5 EVALUATION CRITERIA Subsection C – Team Excellence – Profiles Page 33 of 83	 / feasibility modelling, ead of at least \$1 m (India) in last 10 5 projects a 	in business case creation assessment / financial ch assignment having a value illion (global) / INR Rs 6 Crore 0 years and above – 5 marks & of projects below 5, scoring ata basis. Scale / Scheme of Marking Expert No. of projects in business case creation / feasibility	We request the Authority to consider removing the minimum project value threshold of USD 1 million / INR 6 Crore for expert evaluation. Expertise in business case creation, financial modelling, and feasibility assessment is best demonstrated through the relevance, complexity, and number of assignments, rather than their contract value. This approach aligns with standard industry and public sector practice, where expert evaluation is typically based on qualifications, experience, and domain knowledge, without a monetary cutoff.	<u>Ref corrigendum</u>

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
		 Full-time employee of the consultant for last 2 years; and Minimum 10 years of consulting experiences Minimum 20 in last 10 years 5 projects and above – 5 marks & · For no. of projects below 5, scoring will be on pro-rata basis. 		
32	SECTION – 5 EVALUATION CRITERIA Page 33 of 83	Note: Eligible assignment is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities <u>for</u> <u>companies engaged in at least one of the</u> <u>similar industries</u> excluding IT implementation, Audit/ Compliance/ Risk Assessment/Taxation. Projects submitted for A 1 to A 4 must be unique.	The detailed criteria under A1 to A4 and team profiles already specify wherever a minimum desired experience in similar industries is required (e.g., Project Director). Retaining the current definition of eligible projects as a blanket condition may lead to restrictive interpretation across multiple evaluation parameters (eg – Project Director will be required to have 10 projects and Project Manager will be required to have 5 projects in similar industries, which is a small set of industries). Our request is that the following may be considered as definition of eligible assignment 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/Taxa tion. Projects submitted for A 1 to A 4 must b e unique. Authority may continue to specify the requirement of projects as d efined above in similar industries (eg - 3- in case of Project Director; we would also r ecommend 1 in case of Project Manager)	Ref corrigendum

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
33	SECTION – 5 EVALUATION CRITERIA Page 34 of 83	Documents to 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)"	We request the Authority to kindly allow submission of a certificate from a Chartered Accountant (CA) along with the self-certification by MD/CEO/Country Head in cases where copies of work orders or contracts cannot be shared due to confidentiality obligations or NDAs. This is a common industry practice and will ensure that the bidder's credentials are verifiable while respecting client confidentiality.	<u>Ref corrigendum</u>
34	SECTION – 5EVALUATIO N CRITERIAPag e 34 of 83	Documents to be submittedExpert 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.	We request the Authority to kindly allow submission of a certificate from a Chartered Accountant (CA) along with the self-certification by the MD/CEO/Country Head in lieu of work orders, where such documents cannot be shared due to confidentiality clauses or NDAs with clients. This approach is consistent with industry norms and provides sufficient assurance of the expert's credentials and project experience.	NIT prevails
35	SECTION – 5 EVALUATION CRITERIA Page 33 of 83	Note: Similar industries include Defence & aerospace, ports, shipbuilding or any other heavy engineering sector such as maritime cranes, mining equipment & construction equipment. Projects submitted for A1 to A4 must be unique.	We request the Authority to consider expanding the definition of "similar industries" to also include: 1.Power equipment (including generation, transmission, and distribution equipment such as BTG, cables, conductors, solar, wind and green hydrogen) 2.Railways, and 3.Automotive sectors These sectors also involve complex and large- scale engineering systems with strong parallels in manufacturing, technology integration, and industrial feasibility. Their inclusion would allow for a more comprehensive reflection of relevant	<u>Ref corrigendum</u>

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
			experience across comparable heavy engineering domains.	
36	SECTION – 5 EVALUATION CRITERIA Subsection A - Experience of the bidder during the last 10 years Page 31 of 83	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 # Criteria One detailed case study of strategic feasibility assessment of manufacturing in similar industry in Govt of India or State Govt or PSU set up	We understand that for Clause A5 requiring a detailed case study of strategic feasibility assessment of manufacturing in a similar industry within a Government of India, State Government, or PSU setup, the Authority would consider assignments undertaken beyond the last 10 years as well. Given the infrequent nature of such assignments, particularly those focused on new industrial or manufacturing ecosystems in partnership with Government or PSU entities, relevant engagements may reasonably fall outside the 10-year window. Allowing slightly older, but contextually aligned case studies would enable a more accurate assessment of a bidder's capability in such transformative engagements We would request the authority to confirm if the understanding is correct.	<u>Ref corrigendum</u>

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
36	Cont	Cont	 We request the Authority to kindly confirm the following key attributes related to the proposed maritime crane manufacturing facility, as they will enable a more accurate and contextualized approach to the Pre-Feasibility Report and Detailed Project Report: Indicative location (state/region) Whether the facility is envisaged in an inner harbour, outer harbour, or an inland site Estimated scale or production capacity Whether the facility is to be standalone or integrated within an existing industrial/port complex This information will help ensure that the approach, phasing, and recommendations are tailored to the Authority's vision and the ground realities of the proposed site. 	NIT prevails
37	Section-5; Criteria A4	Criteria A4:No. of projects technically executed with Detailed Project Report (DPR) creation for manufacturing feasibility in similar industries in last 10 years # Criteria No. of projects technically executed with Detailed Project A4 Report (DPR) creation for manufacturing feasibility in similar industries in last 10 years	Request to change the clause to below:No. of projects technically executed with Detailed Project Report (DPR) creation.for manufacturing feasibility-in similar industries in last 10 yearsWe understand that the scope of work involves strategic feasibility assessment as well as DPR creation for setting-up marine cranes facility close to port/ within port land. Hence, we understand that we can showcase experience related to ports and related infrastructure, shipbuilding & ship repair clusters etc., which have very similar technical requirements. Kindly confirm.	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
38	Section-5; Criteria A5	Criteria 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#Criteria#One detailed case study of strategic feasibility assessment of manufacturing in similar industry in Govt of India or State Govt or 	Request to change the clause to below: One detailed case study of strategic feasibility assessment of manufacturing in similar industry in Govt of India or State Govt or PSU set up There are very few Indian PSUs involved in heavy manufacturing. This criteria is highly restrictive. Hence, we request the authority to allow a case study related to strategic feasibility of manufacturing in similar industry within/ outside India.	<u>Ref corrigendum</u>
39	Evaluation Criteria Pg/33	Note: Similar industries include Defence & aerospace, ports, shipbuilding or any other heavy engineering sector such as maritime cranes, mining equipment & construction equipment.	 Request to change the clause to below: Similar industries include defence & aerospace, ports, shipbuilding, <u>railways, Oil & Gas (offshore, exploration), Power, Metals, Mining, other process industries like Cement etc</u>. or any other heavy engineering sector such as maritime cranes, mining equipment & construction equipment. Industries like Railways, Oil & Gas (offshore, exploration), Power, Metals, Mining, other process industries like Cement etc. involve similar scale and complexity of capital investments, hence, we request the authority to kindly allow "Similar Industries" to include Railways, Oil & Gas, Power, Metals & Mining sector 	Ref corrigendum
40	Section 1, Clause 1.2 (a)(ii) Pg/5	Commencement of Phase-2 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 to minimise this time gap. In event of exigent circumstances beyond control of BEML Ltd, the time gap between	Delay in commencement of Phase-2 may result in significant manpower cost for the Consultant, hence, we request the authority to kindly add the following clause: <i>"Consultant reserves the right to demobilize if Phase-2 does not start within 60 days of completion of Phase-1"</i>	Ref corrigendum

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
		Phase I & Phase II may be extended on mutual agreement between BEML Ltd and the Consultant.		
41	Annexure-4 Pg/49	Financial Capacity of the Bidders	We kindly request the authority to permit the submission of turnover details for the last three financial years from FY 2021-2024, as our financial statements for FY 2024-2025 will only be finalized by September 2025.	Refer Revised annexure 4
42	Annexure-7 & Annexure-16 Pg 52 & 78	Experience of the bidder during the last 10 years (2015-16 to 2024- 25/ 2015-2024) works	Owing to a non-disclosure agreement with our client(s), we are unable to disclose certain details (as outlined below) that are required as per the RFP annexures. Therefore, we kindly request the authority to permit us to indicate "Confidential" in the following fields:• Customer contact address, Ph.no., email• Work order ref.We request the authority to confirm if the same is acceptable.	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
43	Annexure-11	Letter of Comfort 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] Place & date Signature & seal of CEO/country head/ Director/ equivalent Place & date	We request the authority to kindly allow us to submit the Letter of Comfort in our own format signed by the authorized representative of the parent entity. <u>Proposed format:</u> "To whom it may concern, This letter is being submitted by [India entity] in connection with the proposal by [Client Name]. [Parent entity] is the ultimate parent company of and, together with its shareholders, directly or indirectly owns 100% of capital stock of, or controls, the companies within the [Parent entity] group of companies, which operates as a global enterprise and is comprised of offices in over 130 cities in over 65 countries worldwide, including the [India entity]. As a member of the [Parent entity] Group of Companies, the [India entity] will have access to the Firm's experts, know-how, expertise, human resources, and proprietary tools worldwide in conducting the work under the Proposal, should the [India entity] be selected as a winning bidder."	NIT Prevails
44	Annexure-17, 18, 19, 20, 21	Experience of Project Director, Project Manager, Public Sector Expert, Technical Feasibility Expert, Finance Expert	Owing to a non-disclosure agreement with our client(s), we are unable to disclose certain details (as outlined below) that are required as per the RFP annexures. Therefore, we kindly request the authority to permit us to indicate "Confidential" in the following fields: • Customer contact address, Ph.no., email • Work order ref. We request the authority to confirm if the same is acceptable.	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
45	Section-3: Scope of work		Kindly confirm that scope of this study a) is limited to creating a DPR for the purposes of making investment decisions by the authority b) does not include detailed schematics or good for construction drawings.	Ref corrigendum
46	Section-3: Scope of work	Number of investigations	We request the authority to confirm the number of investigations - site surveys, type of surveys, etc. are required?	To be decided by the selected bidder to meet the requirement for preparation of DPR
47	Annexure-5	POA format 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 	We kindly request the authority to grant permission to submit the POA in our own format, rather than the format specified in Annexure-5. Our POA format is as follows:"1, [Name], the duly constituted [Title] of [Entity Name], [an entity] organized and existing under the laws of India (the "Company"), acting on behalf of the Company and being duly authorized to do so, do hereby nominate, appoint and constitute on behalf of the Company, [Name] (the "Attorney"), as the Company's true and lawful attorney in fact, to represent the Company in connection with the request for proposal for [name and number of project] by [name of client] (the "RFP"), and to execute and deliver for and on behalf of the Company the RFP documents and to comply with any other requirements connected to or arising from the RFP documents and/or the RFP process. The foregoing powers and authorities are to be performed and carried out in compliance with applicable laws and in accordance with the policies and practices of the Company. The Company shall have the power to revoke this Power of Attorney at any time. Termination of employment of the Attorney with the Company or its affiliates, as the case may be,	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
		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	shall be deemed an express revocation by the Company of this Power of Attorney as of the date of termination of the Attorney's employment."	
48	Section 6; Clause 6.4	Attested by: CEO/Country Head/ MD Rights of BEML (Deletion in Clause) 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.	We request the authority to kindly delete the following provision. We fully stand behind the commitments that we make in terms of ensuring that the deliveries of the project are completed within the timeframe and resources set out in our proposal. <i>"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"</i>	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
49	Section 6; Clause 6.4	 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. Rights of BEML (Addition of a new Clause) 	We request for addition of reciprocal termination rights under the contract. We believe that either party should have the freedom to terminate the relationship at any time if it becomes evident that the potential value of the work does not warrant further effort. In the event that a project is stopped before completion, only the professional fees and costs incurred to that date are billed. Hence, we request the authority to kindly add the following clause "The Consultant shall be entitled to terminate the contract should the Client fail to make payments in respect of invoices raised 30 days after such invoices are due and payable. Further, the Consultant shall be entitled to terminate the contract should it become unlawful for the Consultant to render services to the Client."	NIT prevails

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
50	Section 7; Clause 7.6	Taxes & Duties (Modification in Clause) 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 complaint 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.	We request the authority to kindly modify the clause as below: "BEML reserves the right to protect its interest against any loss on account of availability of GST credit f <u>or any other</u> <u>reasons solely attributable to the Consulting</u> <u>Firm,</u> wherever such GST ITC is available as per GST Law provisions"	<u>Ref corrigendum</u>

SI.No.	NIT Section /Pg No.	NIT Statement	Queries from Consultant	BEML REPLY.
51		Consultancy agreement	We kindly request the authority to provide a copy of the consultancy agreement/contract draft to be signed in the event we are selected as the winning bidder.We request the authority to confirm whether BEML would be open to accepting consultancy draft shared by the selected bidder?If BEML wants the selected bidder to sign the contract draft in its own format, by when can the selected bidder share its changes/ recommendations/ concerns on the contract draft.	Will be provided to the selected bidder
52	Page 1	Due date: 16/07/2025	We request the authority to provide an extension of 2 weeks beyond proposed due date. This will also us to submit a well- informed response	Extension of Bid Submission by 01 Week revised bid submission date : 23/07/2025 @17.00 hrs



Bid invitation

Information

Description:DPR Consultant for Maritime Cranes India Bid invitation number:6300039705 Version: 1

2025 17:00:00
2025 17:30:00
2025 09:25:10

Bid invitation text:

Corrigendum -1 is attached. Please refer in c-Folder attachment and quote accordingly.

Tender is invited 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. Attachments:

NIT

CORRIGEUNDUM-1 SRM 6300039705 Digital Signature

Bid invitation details

ltem	Product Price Condition	Description n	Vendor product number	Delivery date/ performance per	Quantity iod
4		Lump-sum consultancy charges for Phase-1	_		1 AU
	Basic Price		INR _		
	IGST -Integrated	GST	%		
	UTGST		%		
	CGST - Central C	GST	%		
	SGST - State GS	ЯТ	%		

Bid invitation

Information

Description:DPR Consultant for Maritime Cranes India Bid invitation number:6300039705 Version: 1

ltem	Product Price Conditio	Description n	Vendor product number	Delivery date/ performance period	Quantity
5		Lump-sum consultancy charges for Phase-2	y		1 AU
	Basic Price		INR		
	CGST - Central	GST	%		
	SGST - State GS	ST	%		
	IGST -Integrated	IGST	%		
	UTGST		%		
6		Lump-sum conslt charged for Phase-1 & 2	ges		1 AU
	Basic Price		INR		
	IGST -Integrated	IGST	%		
	UTGST		%		
	CGST - Central	GST	%		
	SGST - State GS	ST	%		