

BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)
 “BEML SOUDHA”, 23/1, 4th Main, S. R. Nagar,
 BANGALORE – 560 027

Corrigendum-1

Bid Invitation Ref : 6300039499 dated: 09.05.2025

Sub : Tender for Preparation of DPR “Green Field Project for Construction of Industrial Plant In BILASPUR, CHHATTISGARH for Manufacture of Earth Moving Equipment’s”.

a) Tender has been amended as per details given below;

Sl. No	Clause/ Page No.	FOR	READ AS
1	Prequalification bid - Page No.13	The bidder should have at least an average annual turnover in India of INR 100 Crore from consulting works during the last three years, 2020-21; 2021-22 & 2022-23. Documents to be submitted: Audited Balance Sheet and Profit & Loss Account indicating annual turnover duly certified by the authorized signatory or; Certificate from statutory auditors indicating the annual turnover of the bidders. In case audited results for 2019-20 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant 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 years, 2020-21,2021-22,2022-23 & 2023-24 Documents to be submitted: Audited Balance Sheet and Profit & Loss Account indicating annual turnover duly certified by the authorized signatory or; Certificate from statutory auditors indicating the annual turnover of the bidders. In case audited results for 2023-24 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant may be submitted. Information to be submitted as per Annexure-4.
2	Clause 7 B(ii) Page no 27 to 30	Scope of work	Please refer attached revised scope of work.
3	Clause C1 page no 33 Number of full time consultants on its payroll in India, who are dealing in preparation of DPR.	≥ 50 and < 80 : 5 Marks ≥ 80 and < 100 : 7 Marks ≥ 100 : 10 marks	≤ 50 : 2 Marks ≥ 50 and < 80 : 5 Marks ≥ 80 and < 100 : 7 Marks ≥ 100 : 10 marks (Certificate signed by the Authorized signatory on official letterhead (as per enclosed Annexure-12))
4	-	Additional clause added for consortium	Please refer attached consortium details. Documents to be submitted along with pre-qualification bid: Annexure-20 and Annexure-21 as per consortium clause requirement (Part of pre-qualification bid)

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Point No. 7 -Tender Details

7 A PART – A Revised Pre-Qualification Bid

SN	PARTICULARS	BEML'S REQUIREMENT (To be submitted)	Remarks
ENVELOPE - Pre-qualification Bid- Manual Mode			
1	Check List	Annexure-1	To be submitted manually
2	Earnest Money Deposit (EMD)		To be submitted as per tender
3	Bid form	Annexure-2	To be submitted manually
4	General Declaration Certificate	Annexure-3	To be submitted manually
5	Financial Capacity of Bidders	Annexure-4	To be submitted manually
6	Power of Attorney	Annexure-5	To be submitted manually
7	Integrity Pact Agreement	Annexure-6 Annexure-6A (J1)	To be submitted manually
8	Bid Guarantee format (for submission of EMD other than online payment/DD/Bankers Cheque)	Annexure-7	To be submitted manually
9	Power of Attorney for Lead Member of Consortium	Annexure-20	To be submitted manually- Applicable for Consortium bidders
10	Joint Bidding Agreement	Annexure-21	To be submitted manually- Applicable for Consortium bidders

Pre-qualification bid should have following eligibility documents, The bidders shall mandatorily meet all of the following criteria to be eligible to participate in the combined technical and financial bidding process.

- 1) Earnest Money Deposit (EMD)
- 2) 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.
- 3) Power of Attorney for Signing of Bid in Annexure-5.
- 4) Integrity Pact Agreement – Annexure-6
- 5) Bid Guarantee format (for submission of EMD other than online payment/DD/Bankers Cheque) - Annexure-7
- 6) 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 years, 2020-21,2021-22,2022-23 & 2023-24.

Documents to be submitted: Audited Balance Sheet and Profit & Loss Account indicating annual turnover duly certified by the authorized signatory or; Certificate from statutory auditors indicating

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the annual turnover of the bidders. In case audited results for 2023-24 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant may be submitted. Information to be submitted as per Annexure-4.

Pre-qualification bid to be submitted half an hour before closing date indicated in the tender document.

- b) Above said Corrigendum-1 also forms part of tender document.
- c) All other terms and conditions notified in the above Tender Enquiry remain unaltered.

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Pre-Bid Queries for Preparation of DPR “Green Field Project for Construction of Industrial Plant In Bilaspur, Chhattisgarh for Manufacture of Earth Moving Equipment’s”.

Sl No	Bidders Queries	Replies to Bidders Queries
01	<p>Clause B ii of Section 7B(iii). Evaluation of Bidders Page 33: B ii. No of works undertaken in similar industries in India (other than projects indicated in point B(ii) above) in last 5 years, each having a value of at least Rs. 1 Crore /-(2019-20, 2020- 21, 2021-22 2022-2023, 2023-24)</p> <p>We understand that the ‘infrastructure industry’ falls under the category of ‘similar industries’ and all the projects undertaken in infrastructure consultancy services would be considered as eligible projects under the clause.</p>	<p>No of works undertaken in similar industries in India (other than projects indicated in point B(ii) above) in last 5 years, each having a value of at least Rs. 1 Crore /-(2019-20, 2020- 21, 2021-22 2022-2023, 2023-24) - No Change as per tender</p> <p>Similar industries means production industries like automobile, machinery, Infrastructure electronics industries</p>
02	<p>Clause C1 of Section 7B(iii). Evaluation of Bidders Page 33 C1. Number of full time consultants on its payroll in India, who are dealing in preparation of DPR. ≥50 and < 80 : 5 Marks ≥80 and < 100: 7 Marks ≥100 : 10 marks</p> <p>As per our prior experience the number of consultants the requirement to secure full marks in the DPR assignments seems to be on a higher side therefore we suggest to modify the criteria as below: ≥20 and < 40: 5 Marks ≥40 and < 60: 7 Marks ≥60 : 10 marks</p>	<p>Please refer Corrigendum For ≥50 and < 80: 5 Marks ≥80 and < 100: 7 Marks ≥100 : 10 marks</p> <p>Read As ≤ 50 : 2 Marks ≥50 and < 80: 5 Marks ≥80 and < 100: 7 Marks ≥100 : 10 marks</p> <p>(Certificate signed by the Authorized signatory on official letterhead (as per enclosed Annexure-12))</p>
03	<p>In team leader position if MBA , in case the preferred PG is not present, we presume a reduction of 10% marks for the Team Leader position will be carried. This is in line with other PSU and Government Departments procurement practices. This may be confirmed.</p>	<p>Team leader with MBA is only preferred. There is no additional marks for MBA</p>

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SI No	Bidders Queries	Replies to Bidders Queries
04	EMD is generally 1% of the approximate estimated cost of the services. This may be confirmed.	As per prevailing guidelines 2 to 5 % is taken as EMD and same is followed.
05	In quality cum cost-based tenders, sometimes client seeks justification for financial quote if quote is unusually low or high (exceed or lower by more than 20%). A screenshot of such condition in appointment of general consultants in Vijayawada Metro project phase 1 is enclosed. That tender is currently live.	Justification for financial quote, if required, will be sought only after technical and commercial evaluation.
06	GFC Drawings to be part of phase II	Please refer attached revised scope of work.
07	<p>1.34 on page 24 of 76 of RFP document: “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.</p> <p>Remarks: Consultants shall be liable to pay compensation to the Client only if it is established that Consultants has failed to exercise reasonable skill, care, and diligence in the performance of its obligations in relation to the services. If it is established that Consultants is liable to pay any compensation to Client, then such compensation shall be limited to the amount of reasonably foreseeable direct loss or damage suffered by the Client due to the acts or omissions of Consultants in performing its obligations, and, in any event, such amount shall not exceed more than 100% (Hundred Percent) of the total fees actually paid to Consultants in relation hereto. Client agree to waive all claims against the Consultants so far as the aggregate of damages which might or otherwise be payable exceeds the maximum amount payable as stated above.b. Notwithstanding anything to the contrary provided in the offer,</p>	<p>Consultant shall be liable to pay compensation to the Client only if it is established that consultant has failed to exercise reasonable skill, care, and diligence in the performance of its obligations in relation to the services. If it is established that consultant is liable to pay any compensation to Client, then such compensation shall be limited to the amount of reasonably foreseeable direct loss or damage suffered by the Client due to the acts or omissions of consultant in performing its obligations, and, in any event, such amount shall not exceed more than 100% (Hundred Percent) value of Purchase Order. Client agree to waive all claims against the consultant so far as the aggregate of damages which might or otherwise be payable exceeds the maximum amount payable as stated above.</p> <p>Notwithstanding anything to the contrary provided in the offer, consultant shall not be liable to the Client for any loss of revenue, loss of profit, loss of production, loss of contracts, loss of use, loss of business, third part punitive damages or loss of business opportunity or any indirect, special or consequential loss or damage.</p>

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SI No	Bidders Queries	Replies to Bidders Queries
	Consultants shall not be liable to the Client for any loss of revenue, loss of profit, loss of production, loss of contracts, loss of use, loss of business, third part punitive damages or loss of business opportunity or any indirect, special or consequential loss or damage.	
08	<p>Financial capacity on page 36 of 76 of RFP document: Average annual turnover of the bidder from consulting works in India during last three years (2021-22 2022-2023, 2023-24) INR >=300 Crores 10 marks INR >=250 Crores and INR <=300 Crores-8 marks INR >=175 Crores and INR <=250 Crores-6 marks INR >=100 Crores and INR <=175 Crores-4 marks INR >=100 Crores-2 marks</p> <p>Remarks: Please consider the following INR changes: >=200 Crores 10 marks INR >=150 Crores and INR <=200 Crores-8 marks INR >=100 Crores and INR <=150 Crores-6 marks INR >=50 Crores and INR <=100 Crores-4 marks INR >=50 Crores-2 marks</p>	No Change as per tender
09	<p>Experience of the bidder during the last 5 years (2019-20 to 2023- 24) on page 36 of 76 of RFP document:</p> <p>i) No of works undertaken in last 5 years among schedule A Indian public sector companies/ MoD/Government of India/ State Government, each having a value of at least Rs. 3 Crore/- (2019-20, 2020-21, 2021-22 2022-2023, 2023-24) <u>5 projects and above-20 Marks. For no. of projects below 5, scoring will be done on pro-rata basis,</u></p> <p>ii) No of works undertaken in similar industries in India (other than projects indicated in point B(ii) above) in last 5 years, each having a value of at least Rs. 1 Crore/- (2019-20, 2020-21, 2021-22 2022-2023, <u>10 projects & above-20 Marks For no. of projects below 10, scoring will be done</u></p>	No change as per tender

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SI No	Bidders Queries	Replies to Bidders Queries
	<p><u>on prorata basis.</u></p> <p>Remarks: Please consider the following changes:</p> <p>i) No of works undertaken in <u>last 10 years among schedule A</u> Indian public sector companies/ MoD/Government of India/ State Government, each having a value of at least Rs. 3 Crore/ - (2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-2023, 2023-24)</p> <p>ii) No of works undertaken in similar industries in India (other than projects indicated in point B(ii) above) in last 10 years, each having a value of at least Rs. 1 Crore/- (2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-2023, 2023-24)</p> <p>We request you to kindly extend the Proposal / Bid Submission Deadline by at least 10 working days from the date of issue of the reply to our queries, to enable the Consultants to submit a comprehensive and competitive Bid.</p>	<p>Due date extended please refer attached corrigendum.</p>
10	Consortium/Joint venture	Please refer attached corrigendum
11	Since the bid document does not clearly indicate the project components to be included, can you indicate if other allied supporting facilities like Housing, social and community infrastructure etc., (other than rolling plant and industrial buildings) form part of this bid document in master planning? If yes, can these facilities be separated from hard core industrial infrastructure facilities of this bid and taken up separately as another bid?	Allied supporting facilities like Housing, social and community infrastructure etc are not part of DPR
12	Can annual turnover of a Company i.e., total income be considered for qualifying for Rs 100 Crores and above?	Yes
13	There are some clauses in the bid which pertains only to goods and not services. Can these be eliminated being "Not Applicable"?	Corrected – Please read as services wherever applicable
14	Exemption of EMD being PSU Company	EMD exempted for Micro and Small Enterprises & PSU firms.

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SI No	Bidders Queries	Replies to Bidders Queries
15	Exemption of EMD being PSU company.	EMD exempted for Micro and Small Enterprises & PSU firms.
16	Financial Criteria (Turnover): As per the RFP, the requirement of Average Annual Financial Turnover of Rs. 100 Crore for eligibility and Rs. 300 Crore for evaluation seems quite high compared. Generally, for projects of this scale, the turnover criteria is kept at around 2% to 5% of the project cost, as per standard norms followed by most Government, PSU, and Authority tenders. In this regard, we kindly request that the turnover requirement be revised to a minimum of Rs. 10 Crores, in line with industry standards for a project of this size.	No Change as per tender
17	Project Experience (Evaluation): The requirement of 5 and 10 similar projects to obtain full marks (i.e., 20 marks under each criterion) appears to be quite high with compare to the project cost. Request you to consider full marks on twice / thrice the eligibility, as this is a common practice by most of the Govt. / PSUs tenders.	No Change as per tender
18	Manpower Strength (Evaluation): The requirement of having more than 100 personnel to secure full marks (i.e., 10 marks) appears to be on the higher side. We request you to kindly review and reconsider this criterion.	No Change as per tender
19	Kindly provide the tentative project cost and built-up area of the project.	Please refer attached revised scope of work Indicating tentative project cost and built-up area of the project.
20	Kindly confirm the 'Fee Enhancement Policy' in the event that the project extends beyond the stipulated duration of 15 months.	Tender is fixed price basis

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21	Kindly extend the last date of submission by at least 2 weeks.	Due date extended please refer attached corrigendum.
22	<p>REFERENCE CLAUSE: Scope of Work – PAGE No. 28 DESCRIPTION IN THE RFP: h) Scope of Work includes 1. Company / Promoters’ background a. Details of promoters b. Promoters’ relevant experience c. Shareholding Pattern Please clarify whose details you want, TCE?</p>	Bidders details
23	<p>REFERENCE CLAUSE: Scope of Work – Page No. 28 2. Market Assessment. 3. Assessment of Location Attractiveness c. Details of land cost d. Financial Assessment e. Debt schedule f. Depreciation schedule g. Tax and MAT working h. Assessment of Fund based credit facility requirement i. Break-even analysis j. Feasibility assessment based on IRR, ROCE, DSCR, NPV, ratio analysis k. Sensitivity Analysis l. SWOT Analysis m. Risks and Mitigation Analysis n. Comment on feasibility</p> <p>TCE is purely a Design Engineering Consultant, for all these activities TCE need to hire a financial consultant/Agency, please clarify if BEML can allow JV/Subcontracting for the same?</p>	Bidder can hire consultant; however bidder only has to provide all the details as per DPR requirement as per tender

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SI No	Bidders Queries	Replies to Bidders Queries
24	<p>REFERENCE CLAUSE: Scope of Work – Page No. 28 iv. Manufacturing process and technology adopted v. Capacity details</p> <p>Query: Usually, all these details comes from user/client in all other manufacturing projects. Please clarify if it is in consultant scope? If yes, then TCE needs to hire a manufacturing process expert for the same?</p>	<p>Yes this is consultant scope</p>
25	<p>General: Type of machinery/product to be manufactured is not mentioned?</p>	<p>Earth moving Equipment’s manufacturing Plant with Modernised Machineries/Facilities compatible to Industry 4.0</p> <p>Please refer revised scope of work.</p>
26	<p>General: Throughput / Required production per annum is not mentioned?</p>	<p>Please refer revised scope of work</p>
27	<p>General: Scope covers preparation of GFC drawings, tender drawings and execution. Will there any time gap between DPR submission and clearance to start further Engineering for Funds / cost approval?</p>	<p>Please refer revised scope of work.</p>
SI No	Bidders Queries	Replies to Bidders Queries
28	<p>General: As due to technical/IT clearance to get the access on BEML portal is taking time, TCE would request BEML to extend the bid submission date by 14 Working days more.</p>	<p>Due date extended based on request from bidders</p>
29	<p>TECHNICAL BID DETAILS & GCC 24</p> <p>1.34 Liabilities</p>	<p>Consultant shall be liable to pay compensation to the Client only if it is established that consultant has failed to exercise reasonable skill, care, and diligence in the performance of its obligations in relation to the services. If it is established that consultant is liable to pay any compensation to Client, then such compensation shall be limited to the</p>

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	<p>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.</p> <p>Query: 1. Please clarify the overall liability percentage of the contract Value.</p> <p>Please modify this clause as: “Liabilities arising out of any breach of contract or any other event attributable to the bidder’s management of the contract will be as per law of Republic of India” OR “Liabilities arising out of any breach of contract or any other event attributable to the bidder’s management of the contract will be maximum up to 100% of the contract Value”</p>	<p>amount of reasonably foreseeable direct loss or damage suffered by the Client due to the acts or omissions of consultant in performing its obligations, and, in any event, such amount shall not exceed more than 100% (Hundred Percent) value of Purchase Order. Client agree to waive all claims against the consultant so far as the aggregate of damages which might or otherwise be payable exceeds the maximum amount payable as stated above.</p> <p>Notwithstanding anything to the contrary provided in the offer, consultant shall not be liable to the Client for any loss of revenue, loss of profit, loss of production, loss of contracts, loss of use, loss of business, third part punitive damages or loss of business opportunity or any indirect, special or consequential loss or damage.</p>
30	<p>We would like to have the clarity on the how much of the value in INR Solvency certificate is required. As there are 3 project locations, but entity is same can we have only one solvency certificate which can be used for all the three-location bid submission.</p>	<p>Solvency Certificate is not required, Hence Annexure 15 stands Deleted.</p>
31	<p>Consultant deliverables should be accepted / commented upon within 7 days since Consultant submits the same. In the event of non-confirmation in such stated time, the deliverables shall be deemed accepted & will automatically become eligible for full payment.</p>	<p>Agreed in view of strict delivery timelines.</p>

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7 B(ii) – REVISED SCOPE OF WORK

For preparation of DPR: Green field project for construction of Industrial Plant in Bilaspur, Chhattisgarh for manufacture of Earth Moving Equipment's with objectives as detailed below

- a) As per BEML Limited instructions, visit the site, prepare and submit Site and Architectural plans as per requirements including preparation of alternatives and carrying out necessary revision till the plans are finally approved by BEML Limited and Concerned Authorities in accordance with the rules/codes/standards, regulations etc. of Government of India and Respective State Govt. & Statutory local bodies.
- b) The scope of work includes site evaluation/assessment, Land survey, Soil analysis & testing, Preparation of feasibility reports, preparation of concept/master plan (including STP, WTP, signage plan etc..) , preparation of detailed architectural design, submission of 3D walk through & 2 D drawings, preparation of Integrated Management plan for DPR (The points mentioned in the below in point (e) to be considered and all other details required for getting Financial assistance from Govt./Private agencies shall be included), preparation of preliminary drawing including plant layout.
- c) Facilitate design and prepare architectural drawings as applicable, approximate estimates of cost, LMR analysis based on PRICE and all such other particulars as may be necessary for preparation of the bill of quantities. If the rates are not available in Schedule, the rate will be worked out on the basis of the current market rates (PRICE Bilaspur)/on the basis of quotations received from standard manufacturers/suppliers.
- d) During planning stage, the Architects/or its representatives shall visit BEML office for finalization of plans and for any other purpose in connection with the work as required.
- e) Scope of Work includes
 - 1. Company / Promoters' background
 - a. Details of promoters
 - b. Promoters' relevant experience
 - c. Shareholding Pattern
 - 2. Market Assessment
 - Market Overview
 - Demand-Supply Dynamics
 - Future Outlook
 - 3. Assessment of Location Attractiveness
 - a. Infrastructure availability

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b. Connectivity

c. Logistics

d. Manpower

4. Project Report preparation

a. Project rationale

b. Technical Details

i. Land requirement

ii. Plant and machinery

iii. Infrastructure requirement

iv. Manufacturing process and technology adopted

v. Capacity details

vi. Production, wastage, etc.

vii. Environmental aspects

viii. Statutory approvals

c. Approximate Project cost details (Land, Civil work, P&M, utility requirements, F&F, preoperative expenses, WC margin, deposits, IDCP, contingency – Details of land cost,)

i. Plant layout & Building

ii. Implementation schedule

iii. Funding mix assessment (depending on the equity contribution)

d. Financial Assessment

i. Revenue Projections (capacity utilization, product-mix, pricing, etc.)

ii. Cost Assumptions (Raw materials, manpower, administrative, repair and maintenance, selling and marketing cost, rentals, etc.)

e. Debt schedule (proposed terms of loan, repayment moratorium, repayment period, interest rate, EMI / ballooning, etc.)

f. Depreciation schedule

g. Tax and MAT working

h. Assessment of Fund based credit facility requirement

i. Break-even analysis j. Feasibility assessment based on IRR, ROCE, DSCR, NPV, ratio analysis

k. Sensitivity Analysis

l. SWOT Analysis

m. Risks and Mitigation Analysis

n. Comment on feasibility

A. Technical Assessment – to assess the technical feasibility of the project in terms of:

a. Assessment of processes deployed

b. Appropriateness of machineries / technology

c. Assessment of other input in terms of requirement and availability of raw material

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- d. Assessment of utility requirement and availability
 - e. Infrastructure assessment in terms of land, buildings, utilities, etc.
 - f. Assessment of Manpower planning
 - g. Assessment of Quality control measures adopted
 - h. Assessment of Implementation Schedule
- B. Project Cost Review – Based on technical assessment, literature study and limited primary survey, to validate the project cost estimates including, but not limited to:
- a. Land acquisition costs
 - b. Construction costs
 - c. Plant & Machinery Cost
 - d. Costs related to government approvals, licenses, etc.
 - e. Project management costs
 - f. Contingencies
 - g. Interest payment expenses
 - h. Any other costs related to construction activity
- C. Financial Analysis – to undertake a detailed analysis to assess the Project's financial performance, as given below:
- Pro forma Performance Analysis – to prepare the Project's financial performance in terms of its capital expenditure, debt fund, etc. based on the proposed project plan.
 - Segmental Analysis of Ratios - to conduct an analysis of the Project's financial performance using the below-mentioned financial ratios:
 - Internal Rate of Return (IRR) , ROI
 - Debt Service Coverage Ratio (DSCR)
 - Sensitivity Analysis of the aforementioned ratios as appropriate
 - Break-even analysis
- D. In principle it is assessed as following facilities are required in this project:

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Sl. No.	Description	Type of Structure	Details
1	Manufacturing hangars-2	PEB	30 Mtrs X 140 Mtrs – 2 Nos. for Fabrication & Assembly
2	Admin building	RCC	120 Mtrs X 17 Mtrs, G+1
3	Plant maintenance	RCC	50 Mtrs X 8 Mtrs
4	Annexe building to Production hangars	RCC	50 Mtrs X 7 Mtrs
5	Stores building	PEB	100 Mtrs X 30 Mtrs
6	Power sub station	RCC	Suitable
7	Electrical distribution system		As per requirement
8	Water supply & sanitation like OHT, sump, pump house, borewell, STP, UGD lines, water supply lines etc		As per requirement
9	Transit house	RCC	Having 5 rooms with other facilities
10	Security services like Security room, Fire station, First Aid centre etc	RCC	As per requirement
11	Equipment dispatch facility		Office building with yard as per requirement
12	Canteen & Kitchen	RCC	70 Mtrs X 20 Mtrs G+1
13	EOT cranes (100T-2, 50T-2, 20T-2), Fork lifts (5 T-5, 10T- 4) Side loaders (5T – 1, 12T-1), Hired cars-5, e-Scooters -10, , Bicycles-10 & Furniture,	(4+2.4+0.90+6.25+2.0+4.0+6.0+0.85)	
14	Roads, storm water drains, street lights, culverts		
15	Around compound with electric fencing		
16	Vehicle parking		
17	Machine tools such as a) Radial Drilling machine RM 65 – 2 nos., b) CNC Flame cutting machines – 1 Nos. c) Hydraulic Straightening Machine 200 T – 1 no. d) Bench Grinder – 2 Nos. e) Pedestal Grinding machine- 2 Nos. f) Welding machine – 20 Nos, g) Scissor lift – 5 nos.		
18	Miscellaneous		
19	Approx Budget		Rs.200 Crs.

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E. The entire report is required for getting Financial assistance.

Conclusion: Based on the industry & market assessment, Technical assessment & financial assessment – comment on the overall Techno-economic viability of the Project.

Deliverables to be submitted the report, which will include a detailed analysis of the aspects mentioned in the scope of work.

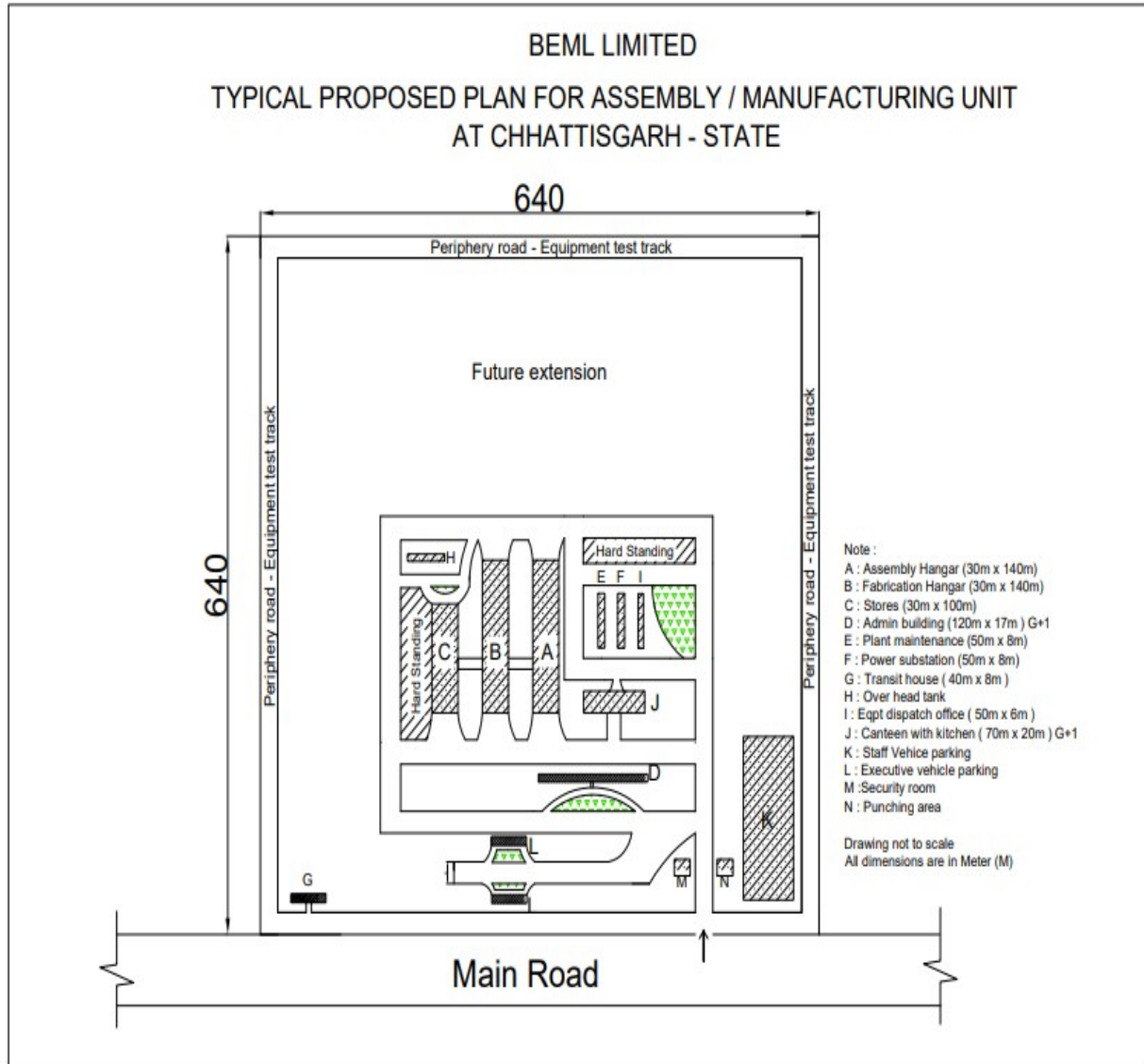
The following will constitute deliverables for the Project:

1. Two printed copies of the final report
2. Soft copy (PDF) of the final report

The required details for preparation of above DPR from BEML, will be shared please.

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BANGALORE – 560 027



BEML LIMITED

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Bid Invitation Ref : 6300039499 dated: 09.05.2025

Consortium

- (i) The bid shall be signed by lead partner so as to be legally binding on all other partners.(This should be supported by letter of intent). Number of partners in Consortium shall not be more than three (3).
- (ii) The lead partner shall be responsible for submitting the DPR report and further coordination . There should be an authorization to this effect evidenced by submission of a power of attorney (Annexure-20) with bid duly signed by legally authorized signatories of all partners.
- (iii) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Consortium, and the entire execution of the contract, including payment, shall be done exclusively by the lead partner.
- (iv) The Lead Member shall commit minimum participation of 50% in the Project and all such Members whose Financial and Technical credentials are proposed to be considered shall commit minimum participation of 25% in the Project.
- (v) A ‘Joint Bidding Agreement entered into by the Consortium partners shall be submitted with the bid (Annexure-21). The ‘Joint Bidding Agreement’ should:
 - (a) Include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical, System Integrator and obligations;
 - (b) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (c) Commit the minimum share of participation in the project by each member;
 - (d) Be Registered/Notarized in India;
 - (e) Not be varied/ modified subsequently without the prior approval of the purchaser.
- (vi) All partners of the Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- (vii) A firm can be a partner in only one consortium. Bids submitted by Consortium including the same firm as partners in more than one bid, will be rejected. (This restriction will not apply to sub-contractors for the bought out items).

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(viii) The lead member of Consortium shall be responsible for all financial covenants and bank guarantees.

(ix) Any change in Consortium is not permitted during bidding stage. However a Consortium member may be substitute/dropped during project execution stage with prior written approval of the Government. Such change may be permitted by the Government, only where:

(a) The Lead Member continues to be the Lead Member of the Consortium with minimum share of 50% in the Project;

(b) Each other Consortium Members whose credentials were used to meet the Eligibility requirements during bidding shall have minimum share of 25% in the Project;

(c) The Contractor continues to meet the Eligibility requirements specified in the bid document.

(x) A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project 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 to such Project during the bidding process or subsequent to the (i) issue of LOA or (ii) Execution of the Agreement. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

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Annexure-20

Power of Attorney for Lead Member of Consortium (Refer consortium Clause)

Whereas the BEML Limited (“the Authority”) has invited Bids from interested parties for the Tender for Preparation of DPR “Green Field Project for Construction of Industrial Plant In BILASPUR, CHHATTISGARH for Manufacture Of Earth Moving Equipment’s”.

Whereas, and
..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Bidding Documents and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s.
..... having our registered office at, M/s.
having our registered office at, and having our registered
office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s
..... having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre- qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and

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other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out to be submitted in original of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For
(Signature)
..... (Name & Title)

For
(Signature)

Witnesses:

- 1.
- 2.

..... (Executants)
(To be executed by all the Members of the Consortium)

..... (Name & Title)
For
(Signature)
..... (Name & Title)

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Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

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Annexure-21

Joint Bidding Agreement

(Refer Consortium Clause)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
20...

AMONGST

1.{..... Limited, a company incorporated under the Companies Act, 1956} and having
its registered office at (hereinafter referred to as the “First Part” which
expression shall, unless repugnant to the context include its successors and permitted
assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having
its registered office at (hereinafter referred to as the “Second Part” which
expression shall, unless repugnant to the context include its successors and permitted
assigns)

AND

3. { Limited, a company incorporated under the Companies Act, 1956 and having
its registered office at (hereinafter referred to as the “Third Part” which expression
shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4.{ Limited, a company incorporated under the Companies Act, 1956 and having
its registered office at (hereinafter referred to as the “Fourth Part” which
expression shall, unless repugnant to the context include its successors and permitted
assigns)}\$

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are
collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

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The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

(A) THE BEML Limited , represented by its General Manager, Corporate Materials, and having its principal offices at BEML SOUDHA, No,23/1, 4th Main, S.R.Nagar Bangalore-560027 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bid (the “Bid”) by its {Tender No. dated(the “Tender”)} for qualification and selection of bidder for Preparation of DPR “Green Field Project For Construction Of Industrial Plant In Jhansi, Uttar Pradesh For Manufacture of Defence Equipment’s”.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Bid document and other documents in respect of the Project, and

(C) It is a necessary condition under the Bid document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1.Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender Document

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3.Role and Share of the Parties in the Consortium

The distribution of responsibilities in execution of Work and the percentage participation amongst various Partners of the Consortium for the subject work shall be as under:

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Sl. No.	Name of the Partner	Role (Lead Partner / Partner)	Distribution of Responsibilities in execution of the Work	% Participation in the Project (in terms of Price)

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the tender document, including the Agreement, till such time as the Agreement comes into force and effect.

5 The Lead Member commits minimum participation of 50% in the Project and all Members whose Financial and Technical credentials are considered commit minimum participation of 25% in the Project.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

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- (iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8.Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Agreement comes into effect and force, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the

Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND
DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf ofFor and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

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3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.