

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

**NOTICE INVITING TENDER**

Tender Ref No: 6300033762

Dt: 10.08.2020

**Subject: Engagement of Management Consultancy firm for Growth Strategy**

**Tender closing date & time: 03/09/2020 @15.00 hrs**

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

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

**BEML LIMITED invites tenders for Engagement of Management Consultancy firm for Growth Strategy**

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

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

Enclosure : As above.

Note: - The tender consists of 79 No.of pages including this page.

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**DISCLAIMER**

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

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

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BEML accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

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

The issue of this Bid Document does not imply that BEML is bound to appoint the selected Bidder and BEML reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

## 1. INVITATION FOR TENDER

BEML Limited is a leading multi-technology and multi-location company under the Ministry of Defence, Government of India, offering high-quality products and services for diverse sectors of the economy such as coal, mining, steel, cement, power, irrigation, construction, road building, aviation, defence, metro and railways. Established in May 1964, the company operates in three major Business verticals viz., Defence & Aerospace, Rail & Metro and Mining & Construction.

The Company has partially disinvested and presently Government of India owns 54 percent of total equity and rest 46 percent is held by Public, Financial Institutions, Foreign Institutional Investors, Banks and Employees.

Having been adept in responding to market requirements in the past, the company has been transforming itself continually by strengthening its position in its core businesses, and adding new offerings by diversifying into adjacent opportunities. To lay the foundation for accelerated growth and sustainable financial performance, BEML is looking to significantly augment its business by strengthening and broadening its core businesses and exploring adjacent and new opportunities, with a thrust on exports and globalization with 'Atmanirbhar Bharat' or 'self-reliance' as the driving theme.

As a part of this overarching objective, BEML had issued an Expression of Interest (EOI) seeking partnerships with reputed OEMs looking to establish or expand their sourcing/ manufacturing footprint in India vide EOI reference CPC/VDS/JV/MII/2020-21 dt 06-05-2020 for identification of interested companies for cooperation which includes Joint Ventures, Joint Manufacturing, Technology Licencing, Contract Manufacturing and Know-how transfer arrangement and any other structure that may in the best interests of contracting parties.

BEML Ltd hereby invites bids from reputed consultancy firms for subject works under a two-part bid system based on terms and conditions specified in this Request for Quotation (RFQ) document. This work will be carried out in two phases-

Phase 1 which is further subdivided into Phase -1A for development of growth strategy and Phase 1 B for evaluation and validation of the opportunities arising out of the EOI floated by BEML with support for engaging in MOUs with partners shortlisted through this process (to run concurrently with Phase- 1A) and Phase-2 for managing implementation of the strategy through a Program Management Unit (PMU) which will be kept as an optional item. The bidder has to give a lumpsum price for phase 1 and phase 2 and the payments will be made as per Payment Schedule. **Phase-2 will initially be for 6 months. Beyond this, it is further extendable 6 months at a time up to a maximum of 12 months on mutual agreement between BEML and the consultant.** The bidder has to give a binding price considering Phase-2 for a period of up to 18 months from the date of work order for Phase-2, and no revision in rates shall be made during the contract period.

BEML also reserves the right to not proceed with Phase-2, and may close the engagement at the culmination of Phase-1 itself.

The selection of the consulting firm for this project will be done under Combined Quality cum Cost Based System (CQCCBS) method as detailed in the RFQ document

## **Order of Precedence**

1. Corrigendum/Addendum/Amendment/Clarifications
2. Invitation of Tender
3. Special Conditions of Contract
4. General Conditions of Contract
5. Instructions for Bidders

**1.1. KEY POINTS**

1	Tender Ref No	6300033762
2	Nature of Work	Engagement of consultancy firm for Identifying and Implementing new growth opportunities.
3	Date of issue of Tender	10-08-2020
4	<b>EMD</b> (Earnest Money Deposit)	<p>Every bidder shall deposit an amount of Rs. 15 Lakhs (Fifteen lakhs only) as Earnest Money Deposit with the buyer through any of the following mode before the tender closing date indicated in the tender document:</p> <p>(i) Account Payee Demand Draft / Banker's Cheque in favour of BEML Limited from any of the commercial bank</p> <p>(OR)</p> <p>(ii) An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in Annexure-G having a validity period of bid validity ( 180 Days) + 45 days from the date of opening of Tender.</p> <p>(OR)</p> <p>Through NEFT / RTGS in favour of BEML Limited. (Division Bank A/c details and IFSC)</p> <p>a)Open the following link:<a href="https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359">https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359</a></p> <p>b)Read the terms &amp; conditions, tick the acceptance box and click on Proceed.</p> <p>c)In 'Select State' dropdown, select All India and click on the Go button.</p> <p>d)In 'Select Payment Category', select EMD/ Tender Fee.</p> <p>e)Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs. 15 Lakhs</p> <p>f)If EMD online payment is not possible, bidder may do the NEFT payment to the following bank details</p> <p>Cash Credit Account No. 56133037105</p> <p>Beneficiary Name : BEML LIMITED</p> <p>IFSC : SBIN0060133</p> <p>State Bank of India</p> <p>Mission Road Branch</p> <p>Bangalore</p> <p>g) Please ensure that online /NEFT payment of EMD amount is made</p>

well ahead of the Tender Closing Date & Time mentioned in the Tender  
Please ensure that online payment of EMD amount is made well ahead of  
the Tender Closing Date & Time mentioned in the Tender.

**Exemption for payment of EMD:**

- (i) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD. Bidder / Contractor should submit valid Udyog Aadhar certificate or Udyam Registrattion Certificate for EMD exemption.
- (ii) Bidder / Contractor who had deposited the permanent EMD at -----  
-----Division is also exempted from payment of EMD, to the extent of PEMD deposited only. In case the EMD amount exceeds PEMD amount the difference has to be paid. Letter ssued by BEML Limited.....Division in this regard to be submitted as pre-qualification document.
  - a) Offers not accompanied by Earnest Money Deposit / EMD exemption letter as given above and for the amount as stipulated therein and for the stipulated period (in case of Bid guarantee) shall be summarily rejected.
  - b) The Earnest Money Deposit / Bid Guarantee shall remain deposited with the Purchaser for the period of bid validity (180 days)+ 45 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit / Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

**General Instructions with regard to EMD:**

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs 15,00,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.

		<p>e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.</p> <p>f) EMD does not carry any interest on return.</p> <p>g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.</p> <p>h) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / EMD exemption certificate /BID Guarantee Form to be submitted through Courier / Post in a sealed cover, super-scribing the bid number and closing date, address etc. before the bid Closing Date &amp; Time. Failure to do so will result in rejection of the bid.</p> <p>i) Tender will be opened on closing date at 15:00 hrs in presence of bidders who wish to be present.</p> <p>j) No responsibility will be taken for postal or non-delivery/non-receipt of EMD/firms claiming EMD exemption.</p> <p>k) No interest will be payable by the Purchaser on the EMD / Bid Guarantee.</p> <p>l) The Earnest Money / Bid Guarantee deposited is liable to be forfeited (encashed in case of BG) if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.</p> <p>m) Cheque and other mode of payment will not be accepted.</p> <p>n) The Demand Draft must be sent through courier in a sealed cover &amp; should reach BEML Soudha on or before the closing date &amp; time of e-bid,failing which, the tender will be rejected. EMD will not bear any interest</p> <p>o) The Earnest Money Deposit will be returned without any interest, through RTGS to the unsuccessful bidder/(s) after the tender is decided &amp;Contract is finalized. EMD will not bear any interest.</p> <p>p) For successful bidder/(s) who enters into contract with BEML, the EMD will be returned after receipt of performance bank guarantee for 10% of the Contract value after award of Contract.</p> <p>q) Likewise, if the tender is cancelled for what so ever reason, then EMD will be refunded to all the bidders without any interest.</p>
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r) The Earnest Money Deposit will be Forfeited under the following circumstances:

- a. If the bidder withdraw/modifies the offer during the Validity Period of the tender.
- b. If the successful bidder withdraw the offer after acceptance of the contract.
- c. If the successful bidder fails to furnish a Performance Bank Guarantee (PBG) as specified in bank guarantee format against this tender within the specified period for satisfactory execution of contract.

**Refund of EMD:**

01	If the bidder is disqualified at Prequalification stage	EMD amount received will be returned back immediately to the bidder by the purchase department, if bidder has not qualified as per pre-qualification criteria.
02	If the bidder is disqualified at Technical Evaluation stage	EMD amount will be returned back to the bidder within 14 days from the date of technical evaluation.
03	If the bidder is not qualified at Commercial evaluation	EMD amount will be refunded to unsuccessful bidder, within 14 days from the date of awarding of contract.

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

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

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

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

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

Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore

5. The “Pre-Qualification Bid” shall be opened at 15.00 hrs at BEML Soudha, BEML Corporate office on the tender due date.
6. Technical bids meeting all the pre-qualification criteria alone shall be considered for evaluation.
7. Technical bids shall not be considered for evaluation for the following deviations in pre-qualification bid:
  - Non-submission of Pre-qualification envelope containing EMD, Integrity Pact & other specified documents in tender.
  - Envelopes received without superscription as stated at point (2) above.

		<ul style="list-style-type: none"> <li>Envelope containing Pre-qualification Bid not received before the closing date &amp; time of the E-tender.</li> <li>Demand Draft towards EMD received other than through Commercial Bank Authorized by RBI.</li> </ul> <p>Offers of bidders will be considered for further processing subject to encashment of DD/ BG Verification/online transfer confirmation submitted towards EMD else their technical bids will be rejected.</p>
5	Availability of RFQ document	<a href="http://www.bemlindia.in">www.bemlindia.in</a> (Under Tenders section of website) & CPP Portal.
6	Submission for suggestion/ query	<b>14-08-2020 at 15:00 Hrs IST.</b>
7	Pre-bid meeting	<b>18-08-2020 at 15:00 Hrs IST.</b> Due to Covid-19 Pandemic situation, Pre-bid meeting will be organized through Video Conference, interested bidders are advised to send the email to <a href="mailto:office@vds.beml.co.in">office@vds.beml.co.in</a> for the participation on or before 14-08-2020, 15.00 Hrs to share the video-conference link.
8	Last date for submission of Bid	<b>Up to 15:00 Hrs IST on 03-09-2020.</b>
9	Date of opening of Pre-qualification Bid (Manual Mode)	<b>16:00 Hrs IST on 03-09-2020.</b>
10	Date of opening of Techno-commercial Bid	<b>16:00 Hrs IST on 03-09-2020.</b>
11	Date of Bidders presentation	Presentation to be made by the bidders team within 3 working days from the date of communication from BEML
12	Opening of Financial Bid	<b>Date and Time will be notified to only those Bidders whose Techno-commercial bids are adjudged as responsive.</b>

## 1.2 GUIDELINES FOR BID SUBMISSION

The tender consists of three parts: -

Sl. No	Nature of Bid	Mode of Submission	RFQ
1	Pre-Qualification Bid	Manual Mode	Pre-Qualification Criteria
2	Techno commercial Bid	E-mode (BEML SRM Plat form)	Techno commercial Bid submission
3	Financial Bid	E-mode (BEML SRM platform)	Financial Bid Submission

- 1.2.1. BEML wishes to receive Bids comprising of Pre-Qualification-Bid through Manual mode and Techno-commercial Bid, Financial Bid through e-mode SRM portal from prospective Bidders desiring to be selected as Consultant for Identifying and Implementing New Growth Opportunities.
- 1.2.2. The bidders shall submit their Pre-qualification bid in a sealed cover with super scribing Tender reference number and closing date. Before closing date and time & to drop at 'Tender Box' placed at "Room No 1, BEML Limited, BEML Soudha' 23/1, 4th Main, S R Nagar, Bengaluru -560 027 (Karnataka)" or send the same by pre-paid registered post or by recognized courier so that they are received on/before 03.09.2020 1500 hrs IST.
- 1.2.3. The bids shall be submitted in 3 (three) parts i.e Pre-Qualification-Bid through Manual mode and Techno-commercial Bid, Financial Bid through e-mode SRM portal as per checklist in **Annexure – 1**:
- 1.2.4. **Techno-commercial and Financial bids should be submitted through e-mode SRM Portal only on or before closing date and time.**

### PART – A

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

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) 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.
- 2) Copy of Memorandum and Articles of Association of Company.
- 3) Power of Attorney for Signing of Bid in **Annexure-5**.

- 4) A forwarding letter confirming validity of the proposal for 180 days from the due date of submission of proposal and detailing contents of the proposal including list of enclosed documents.
- 5) Integrity pact as per **Annexure – 12**
- 6) Earnest Money deposit (EMD) of Rs.15 lakhs to be submitted, If EMD is exempted, then exemption certificate as per Section 1.1 point no 4 to be provided
- 7) If Integrity pact and EMD or EMD exemption certificate is not provided the bid will be rejected and will not be processed further
- 8) The Bidder shall be a single firm incorporated/registered in India. Indian Subsidiary of parent holding company can bid and can also claim experience of parent holding company for pre-qualification. Documentary proof for incorporation/registration to be provided. If in case of acquisitions / mergers in the past, satisfactory documentary evidence needs to be submitted for claiming their experience for prequalification. Change of name of applicant in the past, if any shall be corroborated with satisfactory documentary proof.
- 9) Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc.
- 10) The bidders shall have to confirm their eligibility as per Govt. guidelines mentioned below with A self-certification by CEO/ MD/Country Head has to be provided.  
Any bidder from a country which shares a land border with India will be eligible to Bid in any Procurement whether of Goods or Services (Including Consulting Services and non-consultancy services) or Works (Including Turnkey projects) only if the bidder is registered with competent Authority as per Ministry of Finance notification: F. No.6/18/2019-PPD dated 23.07.2020.
- 11) The bidder should have at least an average annual turnover in India of INR 100 Crore from consulting works during the last three years, 2017-18; 2018-19 & 2019-20. 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**.
- 12) The firm should be in the field of Management Consulting for the last 10 years – copy of Certificate of Incorporation/ any other statutory documentary proof to be submitted along with the bid.
- 13) The bidder must have undertaken three completed similar works in similar industries during the last five years (2015-16 to 2019- 20/ 2015-2019) with the order value of each such works not less than INR 6 Crore/ USD 1 million.

Documents to be submitted: 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-7**)

Note:

- Similar work is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities for companies engaged in at least one of the similar industries excluding IT implementation, Audit/ Compliance/ Risk Assessment/Taxation.
- ‘*Similar industries*’ include, mining & construction, rail transportation and defence & aerospace.

No relaxation shall be accepted with regard to pre-qualification criteria. Only the bidders meeting all the above criteria shall be evaluated further for techno-commercial and price bid.

## **PART - B**

### **Techno-Commercial Bid through e-mode SRM Portal.**

#### **All documents other than price should be provided in techno commercial bid**

- i) Technical Proposal Letter in the prescribed format as in (**Annexure-15**).
  - ii) Information in the prescribed format as in (**Annexure-8, 17,18,19,20,21,22,23**) and supporting documents.
  - iii) Others necessary documents as required for this RFQ
  - iv) Copy of Power Point Presentation (max 25 slides) on Detailed Case Study.
  - v) Copy of Power Point Presentation (max 100 slides) detailing Approach & Methodology
  - vi) Documents required for assigning the marks as per the Section 6
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**PART - C****FINANCIAL BID through e-mode SRM Portal.****Price Bid as per ANNEXURE-13 to be submitted through online SRM Portal.**

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

## 2. INSTRUCTION FOR BIDDERS

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

This tender is designated as the tender from reputed firms for Engagement of Management Consultancy firm for Growth Strategy for the period specified in this RFQ.

- This tender enquiry is not transferable under any circumstances.
- All the documents shall be uploaded in PDF Format in SRM platform.
- Canvassing and request for in any manner, including unsolicited letters after submission of tenders, or post tenders corrections shall render offers of such parties indulging in such activities are liable for rejection.
- Bidder shall ensure that all the information & documents submitted by them are true & correct.
- Submission of false information by the bidders shall render the tender liable for rejection during any stage of evaluation and before awarding of contract. In case, it comes to the knowledge of BEML that the bidder has submitted false information, EMD submitted by such bidders shall be forfeited at the discretion of BEML.
- In the event, it comes to the knowledge of BEML that the successful bidder has submitted false information, subsequent to the award of contract, the contract shall be cancelled/short closed by the company and shall invoke Risk purchase clause with liabilities on such bidder. The PBG shall also be encashed on a result of consequence of breach of contract at the discretion of BEML.
- In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before any court of law/ Arbitrator shall not be eligible to participate in this tender.
- Non-compliance with any of the tender conditions, incomplete offers, conditional and ambiguous offers are not acceptable and liable for rejection.
- The bidder shall fill in all the required particulars in the blank space provided for the purpose in the tender document.
- The bidder shall also affix seal and sign on each and every page of tender document before uploading the tender on the BEML SRM System. No corrections/ revisions will be entertained after closing date and time of tender.



- Please note that as per the directives from Ministry of Defence, Class 3 Organization Digital Signature (Signing & encryption) is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.
- In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in) (Contact person: Mr.Krishna Mohan/ Ms.Anitha)
- Technical bids of only those bidders shall be considered for evaluation who is meeting the pre-qualification criteria.
- Fax/email quotations are not acceptable.
- Please ensure that no price details are mentioned in the technical bid (attachments to the c- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.

## **2.1. BID DOCUMENT**

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

## **2.2. Amendment of Bid document**

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

## **2.3. Language**

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

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

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

The pre-bid meetings for clarifying any doubts with respect to the RFQ document will be held through Video- Conference, interested bidders are advised to send the email to [office@vds.beml.co.in](mailto:office@vds.beml.co.in) for the participation on or before **14-08-2020** to share the video-conference link.

Bidders are requested to submit their queries on the RFQ if any, latest by 15:00 Hrs (IST) one working day prior to the day of pre-bid Video-conference meeting. No further opportunity after pre-bid Video-conference meeting will be granted to seek clarifications.

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

## **2.5. Signing of the bids**

Bidder must be registered under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India. Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with BEML during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed'/ interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the RFQ document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized signatory. The authorization to sign the document must be confirmed by a written power of attorney accompanying the bid as per **Annexure- 5**.

## **2.6. Bid Due Date**

Bids should be submitted before 1500 hours IST on the Bid Due Date or extended date/time if any, at the address provided. Bids received after the specified time of their submission shall be treated as 'Late' and shall not be considered under any circumstances. BEML at its discretion, may extend the bid submission date. Information related to the same shall be hosted on the tender portal.

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

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

## **2.8. Bid Validity**

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

## **2.9. Bid Opening**

The Qualification proposals of the bids will be opened at the time, date and place as specified in 'Key Details' in Section I of Bid document in the presence of Bidder's designated representatives who choose to attend. The bidder's designated representatives who are present to witness the Bid opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening

being declared a holiday for BEML, the Bids shall be opened at the appointed time and location on the next working day.

The Envelope comprising of pre-qualification bid will be opened on the date as stipulated in the Key details in Section-I. Qualified Bidders will be processed for further Technical evaluation. The qualified Bidders will be required to make a presentation before the **Techno-commercial Evaluation Committee** constituted by BEML. Technical proposal of the Bidders whose Qualification proposals are in accordance with the tender stipulations will be opened and the Bidders invited to give presentation.

## 2.10. Opening of Financial Bids

Financial bid of Bidders who qualify in the technical evaluation and secure equal to or 70 marks in the technical bid will only be opened on the date and time, which will be notified to the bidders who qualify in technical evaluation. Bidder's representatives who are present shall sign a register evidencing their presence.

## 2.11. Bid Security / EMD

- a. Bid Security shall be in the form of a demand draft / Bankers Cheque issued by a Commercial Bank in India, drawn in favour of the BEML Limited and payable at Bangalore. BEML shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- b. The Bid Security of all Bidders except mentioned in Clause 2.11 (c) will be refunded by BEML, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by BEML.
- c. The Bid Security shall be forfeited and appropriated by BEML as mutually agreed genuine pre-estimated compensation and damages payable to BEML for, inter alia, time, cost and effort of BEML without prejudice to any other right or remedy that may be available to BEML hereunder or otherwise, under the following conditions:
  1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 7.17 of this Bid Document;
  2. If a Bidder withdraws its Bid during the period of Bid validity as specified in this Bid Document and as extended by the Bidder from time to time;
  3. In the case of Selected Bidder, if it fails within the specified time limit
    - i. to sign the Agreement and/or
    - ii. to furnish the Performance Security within the period prescribed therefor in the Agreement; or
    - iii. In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

## 2.12. Evaluation

The evaluation of bids shall be carried out as per Section- 6 "Evaluation of bids" (Page-No:29-34)

## 2.13. Notification of Award

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

## 2.14. Signing of Agreement

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

**Performance Bank Guarantee (PBG)**

The successful bidder shall submit Bank Guarantee in the form placed at **Annexure 10** for an amount equal to ten percentage (10%) of the contract value to guarantee for the performance of the contract in favor of BEML LTD, Bangalore corporate office, payable at Bangalore from any Scheduled Commercial Bank Authorized by RBI prior to execution of contract with BEML LTD within two (02) weeks from receipt of LOI/contract from BEML LTD. The expiry date of the Bank Guarantee should be 18 months from the date of contract. Further, the bank guarantee should be valid for lodging claim for the period of another 6 months from the date of expiry of the validity date.

In case of non-submission of PBG by finalized bidders before executing the contract, BEML at its sole discretion reserves right to take following course of action:

Forfeiture of EMD submitted by the finalized bidder and Contract will be cancelled & Risk purchase clause as below of this tender enquiry shall be invoked.

Risk Purchase Clause: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of EMD/PBG.

**2.15. Encashment of Bank Guarantee:**

The Bank Guarantee will be encashed by BEML LTD, upon un-satisfactory performance.

If there is any breach of any terms & conditions of the tender or contract on part of the successful bidder after award of contract.

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

**2.16. Right to accept or reject any or all Bids**

- 2.2.1. Notwithstanding anything contained in this Proposal Document, BEML reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 2.2.2. BEML reserves the right to seek clarifications at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 2.2.3. BEML reserves the right to reject any Bid if:
  - a) at any time, a material misrepresentation is made or uncovered, or
  - b) the Bidder does not provide, within the time specified by BEML, the supplemental information sought by BEML for evaluation of the Bid.
- 2.2.4. BEML reserves the right to verify all statements, information and documents submitted by the Bidder in

response to the Bid Document. Any such verification or lack of such verification by BEML shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of BEML there under.

**2.17. Extension of validity of -Bid:**

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

**2.18. Confidentiality**

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

**2.19. Proprietary data**

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

### **3. SCOPE OF WORK DETAILS**

For operational convenience, the duration of the consultancy contract is divided into Phase 1 (further sub-divided into Phase 1A and 1 B) and Phase 2, with objectives as detailed below:

#### **Phase 1A (4 months):**

1. Identifying a long list of opportunities including corresponding products / services / technologies.
2. Shortlisting the top opportunities after evaluation, in alignment with the overall aspiration for the organization
3. Preparing a business plan for shortlisted opportunities including capex, partnerships, organizational changes, capability building, etc.
4. Develop an implementation road map for each opportunity

#### **Phase 1B (4 months, in parallel with Phase 1A):**

1. Evaluate responses received to EOIs floated by BEML for manufacturing and technology partnerships / collaborations and carry out quick validations
2. Shortlist attractive partners that have a strong strategic fit with BEML's aspirations and identify quick wins
3. Support in program managing the implementation of the quick wins with shortlisted partners by engaging in Memorandum of Understanding (MoU) and Memorandum of Agreement (MoA) stage

#### **Phase 2 (Optional)**

1. Support BEML in setting-up a Program Management Group (PMG) for program managing the implementation
2. Support in roll-out and implementation (in collaboration with BEML) of some of the priority opportunities and strategic initiatives which will be mutually decided between BEML and the Consultant.

### **SCOPE OF WORK**

**PHASE 1A (4months)**

Phase 1 of the project will primarily include the strategy design formulation, identification of growth opportunities in core businesses, adjacent and new areas, and preparation of implementation roadmap for each opportunity by the consulting firm. Phase 1 of the project is further divided into the five sub-stages below:

**Stage-I: Growth aspirations & opportunity identification**

1. Carry out preliminary baselining based on the following inputs:
  - a. Understand BEML (assets, capabilities, value propositions, etc.)
  - b. Understand aspirations (interaction with management & cross-section of employees)
  - c. Key industry trends relevant for the objective
2. Develop mutually agreed boundary conditions for evaluating new business opportunities viz. Go/No Go sectors, market size, revenue potential, synergy with existing capabilities, capital investment, ease of technology / sourcing / development, gestation period, etc.
3. Develop a list of Products/Services based business opportunities for BEML broadly based on above boundary conditions & other parameters, if any deemed relevant and accepted by BEML, after discussions. BEML may also suggest internally generated ideas that are to be considered by the consulting firm while developing the opportunities
4. As an outcome of this stage, a long list of opportunities shall be prepared along with a preliminary evaluation based on the above

**Stage-II: Prioritization and identification of select key opportunities**

1. Identify and apply additional prioritization filters for shortlisting potential opportunities, including attractiveness of the opportunity and BEML's right to win
2. Deep-dive on shortlisted opportunities including:
  - a. Market attractiveness: potential growth, market size, competition, customers, entry barriers, gestation period, value chain & sources of value creation
  - b. Financial attractiveness: revenue potential, industry operating margin
  - c. Technology assessment: depth of technology availability / acquisition, details on available options, ease of technology sourcing / development
  - d. Policy and regulatory framework
  - e. Outlook of related global and domestic industry
  - f. Synergies with current assets and capabilities of BEML
  - g. Short (within two years) and medium term (up to five years) prospects including possible disruptions for each opportunity
  - h. Successful and unsuccessful forays in these business areas in the past and learnings
3. Based on the above, clear recommendations on the selected business opportunities, in sync with the stated objective
4. The above process can be iterative in nature to arrive at prioritized opportunities, in alignment with the overall aspiration for the organization
5. As an outcome of this stage, each selected opportunity shall be accompanied by a detailed section on the above said parameters, and other as mutually identified

**Stage-III: Development of business plans for shortlisted opportunities**

1. The consulting firm shall develop detailed business plans for each shortlisted opportunity providing details on financial aspects, technical aspects, legal aspects, regulatory interface, strategic issues, etc. Indicative parameters include:
  - a. Market entry methods – organic or through partnerships
  - b. Business model with critical success factors
  - c. Competitive advantage for BEML vs. other players / potential entrants
  - d. Revenue, cost and profit projections for the next 5 years, with an aspirational figure for 10 years
  - e. Estimated capital expenditure requirements
  - f. Payback period, IRR and ROCE
  - g. Identification of location for executing the new opportunities based on BEML's existing assets and strategic fit with the opportunity
  - h. Technology related partnerships / collaboration & likely available partners
  - i. Identification of government support – determine policies that can be leveraged by the organization and that would be advantageous in enabling BEML achieve the outlined vision
  - j. Risk and mitigation strategy – identify potential risks (regulatory dependencies, execution challenges, business environment sensitivity) associated with each strategy initiative and define a suitable mitigation plan for overcoming the risks
  - k. Marketing strategy
  - l. Manpower and skills required- training and development of management and skilled/unskilled manpower, including technological partnerships, in-line with the identified growth opportunities
  - m. Organizational changes required - identification of organizational requirements in terms of organization structure, top-management and leadership, capabilities, resourcing, incentive structures, labour welfare measures etc.
2. As an outcome of this stage, detailed business plans based on the above parameters shall be submitted for each new business area to top management

#### **Stage-IV: Implementation roadmap**

1. Define the structure and responsibilities for a Program Management Group (PMG) for program managing the execution of the road-map
2. For each opportunity, identify a set of initiatives to be undertaken and create a detailed set of initiative charters consisting of the following:
  - a. Objective
  - b. Initiative owner
  - c. Initiative team
  - d. Key milestones
  - e. Activities leading to each milestone
  - f. Timelines for all milestones and activities
  - g. Dependencies on other activities or factors
  - h. Additional support required & other crucial aspects
  - i. Metrics for success
3. Integrate all the initiative charters into a detailed implementation road-map for the strategy
4. As an outcome of this stage, a detailed implementation road-map based on the above parameters shall be submitted to top management

#### **Stage-V: Final Report**

At the end of the four stages, four hard copies of comprehensive final report along with soft copies covering recommendations, business plans, roadmap implementation, and other crucial aspects of each of the selected



business opportunities shall be submitted for closure of this Phase 1A.

**PHASE 1B (4 months, in parallel with PHASE 1A):**

Phase 1B of the project will proceed in parallel with Phase 1A, and will involve the evaluation and quick validation of EOI responses received by BEML on potential manufacturing / technology partners, and subsequent support with selection of optimal partners and program managing the implementation of the quick wins with shortlisted partners. Phase 1B of the project is further divided into the three sub-stages below:

**Stage-I: Framework for evaluation of EOI responses**

1. Study EOIs floated by BEML to understand the background and nature of technology / manufacturing partnerships sought
2. Determine the strategic fit of potential partners with BEML's aspirations
3. Develop a framework to evaluate the strategic fit of the various respondents to the EOIs
4. As part of the framework, the sources for the data for various parameters, and the weightages assigned to determine the weighted average strategic score, shall be defined.
5. As an outcome of this stage, a detailed framework for evaluation of EOI responses shall be prepared and submitted.

**Stage-II: Evaluation of EOI responses and shortlisting of potential partners**

1. Study each of the responses received to the EOIs based on the framework
2. Determine a net score on strategic fit for each of the respondents based on the framework
3. For the above, the data for the evaluation of the respondents may be based on the responses received, or based on additional parameters that are available in the public domain for evaluation
4. Develop market size and structure, establish financial viability and analyse regulatory framework for each opportunity to arrive at an overall recommendation on which of the respondents are a suitable strategic fit for BEML, and can be taken forward for engaging in partnerships
5. As an outcome of this stage, a list of potential partners with the detailed evaluation of strategic fit identifying the quick wins shall be submitted

**Stage-III: Support in program managing the implementation of the quick wins with shortlisted partners**

1. Support BEML in setting up initiative implementation teams, initiative charters and implementation review process
2. Support initiative owners in drafting model MoUs, terms of reference for Memorandum of Agreements (MoAs) for technology / manufacturing collaborations and preparation of capex proposals for investment approval if so required.
3. Assist BEML in discussions and/or negotiations with potential partners towards the finalization of the MoUs and MoAs for atleast one opportunity in each of the three business verticals ( Defence & Aerospace, Rail & Metro and Mining & Construction) and one emerging area opportunity.

**PHASE 2 (optional)**

Subsequent to the final outcome and the acceptance of final strategy and implementation road map, BEML, within eight weeks, may decide to extend engagement with the selected consulting firm for handholding during the implementation of the opportunities identified through the Program Management Group (PMG), Phase-2 **will**

**initially be for 6 months. Beyond this, it is further extendable 6 months at a time up to a maximum of 12 months on mutual agreement between BEML and the consultant.** BEML also reserves the right to not proceed with Phase-2, and may close the engagement at the culmination of Phase-1 itself. The indicative scope for this phase is detailed below:

1. Support BEML in setting up initiative implementation teams, and conduct trainings / workshops on the implementation road-map, initiative charters and implementation review process
2. Set up review mechanisms, preferably IT based, for monitoring execution
3. Support in planning and conducting regular reviews at various levels including CMD, Directors and Department Heads, in order to monitor implementation progress, and address issues, if any.
4. Support initiative owners in preparation of detailed capex proposals for investment approval.
5. Assist in defining the terms of reference for tenders for any works envisioned as a part of the defined strategic initiatives, if so desired by BEML
6. Continue to support BEML in managing the implementation of the opportunities with the partners shortlisted in the EOI process floated by BEML.
7. Support in identification of partners (e.g. ancillary, service providers, designers etc.) to enter new segments
8. Support in establishing technology or any other partnerships as identified
9. Support in implementation of organization changes, as required
10. Support in setting up resources and other activities in the identified manufacturing units
11. Support in rolling out pilot projects, if applicable in any of the opportunities identified
12. Guide the team to modify the initiatives and process based on learnings, if any
13. Support with a quarterly revisit of strategy with top management and course-correction, if needed
14. Design and rollout of KPIs, incentive plans to align and focus teams towards the target service metrics. Also, suggest initiatives, programs and organize workshops / training programs to drive overall motivation and engagement of the team.

The Bidder shall agree to accept the orders for Phase-2, (to be submitted as part of the attached Bid Form, Annexure-) if so decided by BEML, within the stipulated timelines for accepting the same. This acceptance will be a part of the work order for Phase-1. Non-acceptance of this at the bidding stage will make the bid liable for rejection. In case of non-acceptance of Phase-2 after completion of Phase-1, the security deposit shall be forfeited. The security deposit will be released once the security deposit for the implementation of selected business opportunities is received.

#### 4. DELIVERABLES

##### Schedule of Deliverables (Phase-1 A and Phase 1 B)

No .	Key submissions	Time elapsed (Week)
	<b>Zero date</b>	Agreement signing date (T)
1	<b>Inception Report</b> Submission of a brief presentation after discussion with BEML on project methodology, work plan & schedule of sub-activities	T+1 wk
2	<b>Interim BEML EOI Report 1</b> Preparation and submission of a report detailing the framework for evaluation of EOI responses as per Stage-I of Phase 1 B.	T+2 wk
3	<b>Interim Project Report 1</b> Preparation and submission of a report detailing the process and outcome of Stage-I of Phase 1A alongwith list of opportunities with a preliminary evaluation of the same based on boundary conditions	T+3 wk
4	<b>Interim BEML EOI Report 2</b> Preparation and submission of a report with a list of potential partners with a detailed evaluation of strategic fit as per Stage-II of Phase 1 B.	T+4 wk
5	<b>Interim Project Report 2</b> Preparation and submission of a report detailing the process and outcome of Stage-II of Phase 1A including deep-dives on shortlisted growth opportunities	T+8 wk
6	<b>Interim Project Report 3</b> Preparation and submission of a report detailing the process and outcome of Stage-III of Phase 1A alongwith business plans for the shortlisted growth opportunities	T+12 wk

No .	Key submissions	Time elapsed (Week)
7	<b>Implementation Roadmap</b> Preparation and submission of a report detailing the process and outcome of Stage-IV of Phase 1A including implementation roadmap for the shortlisted opportunities	T+15 wk
8	<b>Final BEML EOI Report</b> Preparation and submission of a report: (1) Detailing the support provided to BEML in drafting model MoUs, terms of reference for Memorandum of Agreements (MoAs) for technology / manufacturing collaborations and preparation of capex proposals for investment approval if so required. (2) Detailing progress made in assisting BEML in discussions and/or negotiations with potential partners towards the finalization of the MoUs and MoAs for atleast one opportunity in each of the three business verticals ( Defence & Aerospace, Rail & Metro and Mining & Construction) and one emerging area opportunity as per Stage -III of Phase 1 B.	T+16 wk
9	<b>Final Report</b> Submission of 4 sets of spiral-bound final reports alongwith soft copies covering recommendations, business plans, roadmap implementation, and other crucial aspects of each of the selected business opportunities submitted at Stage-V of Phase 1 A	T+16 wk

**Schedule of Deliverables (Phase-2) - OPTIONAL**

S No	Key submissions	Duration
	<b>Zero date</b>	Confirmation date for Phase 2 (T*), where T* shall not be later than T+24 wk
1.	The deliverables will be finalized at the time of order placement for Phase-2 based on mutual discussions between BEML and the consultant and based on the opportunities identified through the Program Management Group (PMG) final after the outcome and the acceptance of final strategy and implementation road map for Phase-1 for handholding by the consulting firm during the implementation.	Period of 6 months, extendable to a maximum of up to 18 months from placement of Work order for Phase 2.

## 5. Evaluation of Bidders:

The bidders meeting the pre-qualification criteria shall be evaluated as per the Combined Quality cum Cost Based System (CQCCBS) which will include 80% weighted score for quality (Technical bid) and 20% weighted score for the price (price bid).

### Evaluation of technical proposal (ST) will be as follows:

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

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

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

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

#	Criteria	Scale/scheme of marking	Marks
<b>Financial capacity</b>			
A	Average annual turnover of the bidder from consulting works in India during last three years (2017-18, 2018-2019, 2019-20)	INR >=325 Crores 5 marks INR >=250 Crores and INR <=325 Crores-4 marks INR >=175 Crores and INR <=250 Crores-3 marks INR >=100 Crores and INR <=175 Crores-2 marks INR >=100 Crores-1 mark	<b>5</b> (Pls. refer Annexure-16)
B	<b>Experience of the bidder during the last 5 years (2015-16 to 2019- 20/ 2015-2019)- (max marks: 25)</b>		
i.	No of similar works undertaken globally (excluding India) in similar industries in last 5 years, each having a value of at least USD 1.5 million	20 projects and above-5 marks For no. of projects below 20, scoring will be done on pro-rata basis.	<b>5</b> (Pls. refer Annexure-17)
ii.	No of similar works undertaken in similar industries in India in last 5 years, each having a value of at least INR 6 Crore	10 projects & above- 10 Marks For no. of projects below 10, scoring will be done on pro-rata basis.	<b>10</b> (Pls. refer Annexure-17)

#	Criteria	Scale/scheme of marking	Marks
iii.	No of similar 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. 6 Crore	7 projects and above-10 Marks. For no. of projects below 7, scoring will be done on pro-rata basis.	10 (Pls. refer Annexure-17)
<b>Approach and methodology</b>			
C1	Quality of approach and methodology-	Approach for identifying new growth areas <ul style="list-style-type: none"> <li>• Relevant experience in development of strategy / growth / diversification and implementation support</li> <li>• Proposed approach and methodology</li> <li>• Tools and frameworks that will be used</li> </ul>	10
C2	Business Presentation (soft copy and a signed hard copy of the presentation needs to be submitted after the presentation)	<b>Part A</b> <ul style="list-style-type: none"> <li>• Global and Indian business environment related to similar companies</li> <li>• Understanding of current context of BEML including challenges, aspirations and strengths</li> </ul>	10
		<b>Part B</b> <ul style="list-style-type: none"> <li>- Team structure with roles &amp; responsibilities</li> <li>- Robustness of overall approach methodology for carrying out the exercise to meet objectives and timeline of deliverables, with broad break up of activities &amp; specific requirements from BEML against each activity.</li> <li>- Success stories along-with impact created -At least 2 case studies on strategy / growth / diversification and implementation support for similar engagements</li> </ul>	20

#	Criteria	Scale/scheme of marking	Marks
<b>D Team excellence – Expert profiles</b>			
<b>D1</b>	Project Director/Team leader (Lead partner/partner) MBA/ equivalent degree Full-time employee of the consultant for last 2 years Minimum 15 years of consulting experiences No. of similar works, each assignment having a value of atleast USD 1.5 million (global)/ INR Rs 6 Crore (India) in last 5 years	15 projects and above-10 For no. of projects below 15, scoring will be done on pro-rata basis.	6 (Pls. refer Annexure-18)
<b>D2</b>	Project Manager:  MBA/ equivalent degree Full-time employee of the consultant for last 2 years Minimum 7 years of consulting experiences No. of similar works in similar industries, each assignment having a value of atleast INR Rs 6 Crore in last 5 years	6 projects and above-15 For no. of projects below 6, scoring will be done on pro-rata basis.	8 (Pls. refer Annexure-19)
<b>D3</b>	Public sector expert MBA/ equivalent degree Full-time employee of the consultant for last 2 years Minimum 8 years of consulting experience No. of projects in strategy development/ policy development for Indian public sector companies/ MoD/Government of India / State Government, each assignment having a value of atleast INR Rs 6 Crore in last 5 years	10 projects and above-4 For no. of projects below 10, scoring will be done on pro-rata basis.	4 (Pls. refer Annexure-20)
<b>D4</b>	Industry expert - Mining and construction expert MBA/ equivalent degree Full-time employee of the consultant for last 2 years	10 projects and above-4 For no. of projects below 10, scoring will be done on pro-rata basis.	4 (Pls. refer Annexure-21)

#	Criteria	Scale/scheme of marking	Marks
	Minimum 8 years of consulting experience No. of projects in strategy / growth / diversification in Mining & Construction sector, each assignment having a value of atleast INR Rs 6Crore in India or atleast USD1.5 Mn globally in last 5 years		
<b>D5</b>	Industry expert – Defence and Aerospace expert MBA/ equivalent degree Full-time employee of the consultant for last 2 years Minimum 8 years of consulting experience No. of projects in strategy / growth / diversification in Defence Aerospace sector, each assignment having a value of atleast INR Rs 6 Crore in India or atleast USD1.5 Mn globally in last 5 years	10 projects and above-4 For no. of projects below 10, scoring will be done on pro-rata basis.	4 (Pls. refer Annexure-22)
<b>D6</b>	Industry expert – Rail Transportation expert MBA/ equivalent degree Full-time employee of the consultant for last 2 years Minimum 8 years of consulting experience No. of projects in strategy / growth / diversification in transport infrastructure sector, each assignment having a value of atleast INR Rs 6Crore in India or atleast USD1.5Mn globally in last 5 years	10 projects and above-4 For no. of projects below 10, scoring will be done on pro-rata basis.	4 (Pls. refer Annexure-23)
In addition to the experts listed above, there shall be a working team of Project Associates which together with the Project Manager shall be deployed for on-ground activities. Bidder has to furnish indicative CVs of the Project Associates as part of the bid and the same resources or resources of similar qualifications shall be deployed for the project.			
		<b>TOTAL</b>	<b>100</b>



## Note:

- Similar work is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities for companies engaged in at least one of the similar industries excluding IT implementation, Audit/ Compliance/ Risk Assessment/Taxation.
- ‘*Similar industries*’ include, mining & construction, rail transportation and Defence & aerospace.
- The Project Director/Team leader (Lead partner/partner), Project Manager and experts whose CVs have been proposed shall be present for the Business presentation.
- Undertaking by the CEO/ MD/Country Head that Project Director, Project Manager and experts whose CVs have been proposed shall be deployed in this assignment (format as per Annexure-)
- The works/ assignments cited for the following sub-sections should be mutually exclusive:  
B-ii and B-iii  
i.e. Work/ assignment should not be cited at more than one sub-criteria.
- Projects submitted for B(i) - B(iii) and for D1-D6 may be completed or substantially completed (i.e. 90% of scope completed)
- Documents to be submitted:

Financial capacity A: 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.

Experience of bidder B i, ii,iii: 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-18**)

Expert profiles D1 TO D6: CVs of all the Team members and experts proposed to be deployed for this project as per **Annexure -8** duly certified by CEO/ MD/Country Head to be attached.

All CVs including those of the Project Associates should be signed either physically or digitally by the team member/expert and the CEO/ MD/Country Head. Undertaking by CEO/MD/Country Head.

#### **Evaluation of financial proposal (SF) will be as follows:**

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

Only the financial bids of the technically qualified bidders shall be opened. The lowest financial bid (FM) (excluding GST) among the technically qualified bidders shall be assigned a financial proposal score of 100, and all other financial proposals (excluding GST) shall be pro-rated to the lowest financial bid and assigned a score (SF) as follows:

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

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

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

**Combined technical and price bid evaluation**

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

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

**Combined total score (S) = (ST x Tw) + (SF x Fw)**

ST (Technical Score) =  $100 \times T / TM$

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

T= technical marks scored as per technical evaluation criteria

TM = Highest marks scored by bidder in technical evaluation criteria

FM = lowest financial proposal received among technically qualified bidder (Excluding GST)

F = Amount of financial proposal of the bidder (Excluding GST)

Tw = Technical weightage = 80 % weightage

Fw = Financial weightage = 20 % weightage

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

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

The second highest Bidder shall be kept in reserve and may be invited for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements, as the case may be.

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

## **GENERAL CONDITIONS OF CONTRACT**

### **6. General**

- a. The statements and explanations contained in this Bid Document are intended to provide a Proper understanding to the Bidders about the subject matter of this Bid Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the selected Consultant set forth in the Agreement or BEML's rights to amend, alter, change, supplement or clarify the scope of work to be awarded pursuant to this Bidding Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Documents including this Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by BEML.
- b. The Bid document shall be submitted in hard bound form with all pages numbered serially and indexed. Each page of the submission shall be initialed by the Authorized Representative of the Bidder as per the terms of the RFQ. In case the proposal is submitted on the document down loaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFQ and the original RFQ issued by the Authority, the latter shall prevail.

#### **6.1 Notices**

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

#### **6.2 No breach of Agreement:**

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

#### **6.3 Rights of BEML**

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

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

work as per contract.

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

#### **6.4 Liabilities**

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

#### **6.5 Guarantees**

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

#### **6.6 Professional liability**

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

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

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

**6.8 Non-Disclosure Agreement:**

The selected bidder after placement of work order and prior to commencement of work must sign the Non-Disclosure Agreement (NDA) as per the format specified by BEML (**Annexure-9**) or any other as mutually agreed.

**6.9 Use of contract documents, specifications, design**

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

**6.10 Documents/ reports/ deliverables**

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

**6.11 Right to implementation**

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

**6.12 Modification**

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

**6.13 Sub-contracting and assignment**

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

**6.14 Office at site**

The successful bidder shall deploy the resources for this work at BEML's registered office located at BEML Soudha' 23/1, 4th Main, S R Nagar, Bengaluru -560 027 (Karnataka).

**6.15 Registration**

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

**6.16 FRAUDULENT AND CORRUPT PRACTICES**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, BEML may reject any Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- b. Without prejudice to the rights of BEML under **Clause 7.16 (a)** herein above, if a Bidder is found by BEML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or Bidding Document issued by BEML during a period of 2 (two) years from the date such Bidder is found by BEML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purpose of the clause 6.17, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of BEML who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BEML, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoA or the Agreement, who at any time has been or is a legal, financial or technical adviser of BEML in relation to any matter concerning the objectives of this Bid Process;
  - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - iii. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by BEML with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - v. **“restrictive practice”** means forming a cartel or arriving at any understanding or

arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**6.17 Conflict of Interest**

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

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

**6.18 Banned / Blacklisted**

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

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

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

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

The successful bidder shall conform to the provisions of any statute relating to the work and regulations and bye-laws of the statutory authority. The successful bidder shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. The successful bidder shall be responsible for all statutory obligations and any other laws in above regard in force from time to time regarding employment or condition of service of bidder's workmen or employees.

#### **6.21 Arbitration**

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

#### **6.22 Jurisdiction of Courts**

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

#### **6.23 Integrity Pact (IP)**

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

IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption-free manner. The IP as enclosed with the RFQ is to be submitted (duly signed by authorized signatory) along with Qualification Proposal Pre-qualification bid (Envelope –



1). Only those bidders who have entered into such an IP with BEML would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

**IEM contact Details:**

The Central Vigilance Commission (CVC) has appointed Shri Ajai Kumar as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

Address of IEM as follows

Shri E. K. Bharat Bhushan, IAS (Retd.)

Flat No. 5151, Sobha City, Puzhukkal,

Thrissur, Kerala - 680 553.

Ph: +91 9400797777

Email: bbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.)

1042, B-1, Vasant Kunj (Near Fortis Hospital)

New Delhi - 110 070.

Ph: +91 9811420440

Email: er.akhilesh@yahoo.co.in

**6.24 Force Majeure Definition:**

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

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

### **7.1 Contract period**

Phase-1 of the contract shall be for a period of 16 weeks from the zero date. The scope of the work order should be completed during this period as per the timelines specified. However, if the delay in delivery is due to Force Majeure conditions or reasons attributed to BEML, BEML may extend this contract for a further period beyond the scheduled contract completion date. For any such extensions, terms and conditions shall remain the same. The decision to extend the contract shall be at the sole discretion of BEML and the bidder shall not claim any rights for extension of contract. Acceptance of services beyond the scheduled delivery period will not be construed as condonation of delay.

### **7.2 Acceptance for Phase-2**

The Bidder shall agree to accept the orders for Phase-2, (to be submitted as part of the attached Bid Form, Annexure-II) if so decided by BEML, within the stipulated timelines for accepting the same. This acceptance will be a part of the work order for Phase-1. Non-acceptance of this at the bidding stage will make the bid liable for rejection. In case of non-acceptance of Phase-2 after completion of Phase-1, the security deposit shall be forfeited. The security deposit will be released once the security deposit for the implementation of selected business opportunities is received.

### **7.3 Global resource sharing**

All the global resources including domain area experts of the bidder should be available to BEML for this engagement without any additional costs. For this, the bidder must provide (i) Letter of Comfort for sharing the global resources (Annexure-11), (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.

### **7.4 Payment terms:**

100% payment on 30th day after submission of reports & duly certified by User Department.

### **7.5 Price escalation**

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

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

In case the successful bidder fails to complete the services within stipulated period then unless such failure is due to force majeure as defined earlier in this document or due to BEML's default, there will be a reduction in contract price @ 2% for each week of delay or part thereof subject to maximum of 10% of contract price. BEML may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to the consulting firm, or by recovery against the Security Deposit. Both consulting firm and BEML agree that the above percentage of price reduction is genuine pre-estimates of the loss/damage which BEML would have suffered on account of delay/ breach on the part of consulting firm and the said amount will be payable on demand without there being any proof of the actual loss/or

damage caused by such breach/delay. A decision of BEML in the matter of applicability of price reduction shall be final and binding. For this purpose, the total duration of the assignment shall be considered in place of intermediate stages.

#### **7.7 Taxes & duties**

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

#### **7.8 Variation in taxes & duties**

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

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BEML at actual. The reimbursement under this clause is restricted to the direct transaction between BEML and consulting firm only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's techno-commercial bid but before the opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BEML for reimbursement of tax or reassessment of bid.

**7.9 PAYMENT SCHEDULE**

The Consultant shall perform certain cardinal events / achieve certain milestones / deliverables as per the schedule of deliverables indicated as above and payments will be released as under :-

**Phase 1:**

No .	Milestone	% Payment of Work Order Value	Cumulative
	<b>Zero date</b>		
1	<b>Inception Report</b> Submission of a brief presentation after discussion with BEML on project methodology, work plan & schedule of sub-activities	5%	5%
2	<b>Submission of Interim Project Report 1 on completion of Stage-I and acceptance by the approving authority</b>	5%	10%
3	<b>Submission of Interim Project Report 2 on completion of Stage-II and acceptance by the approving authority</b>	5%	15%
4	<b>Submission of Interim Project Report 3 on completion of Stage-III and acceptance by the approving authority</b>	15%	30%
5	<b>Completion of Stage-IV (Implementation roadmap) and acceptance by the approving authority</b>	15%	45%
6	<b>Completion of Stage-V (submission of final report) and acceptance by the approving authority</b>	7 %	52%

**Phase 2 : OPTIONAL**

The following is the payment schedule for the first 6 months of Phase 2. In case of continued extension of Phase 2 by further 12 month periods, the same payment schedule shall apply.

No .	Milestone	% Payment of Work Order Value	Cumulative
1	<b>As per deliverables and milestones as mentioned in the Schedule of Deliverables</b>	8% payable monthly	48%

**7.10 Annexures****ANNEXURE-1****CHECKLIST**

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

SN	PARTICULARS	BEML'S REQUIREMENT (To be submitted)	Confirmation Y/N
<b>Part-A</b>			
<b>ENVELOPE - Pre-qualification Bid- Manual Mode</b>			
1	Earnest Money Deposit (EMD)		
1	Bid form	Annexure-2	
2	General Declaration Certificate	Annexure-3	
4	Financial Capacity of Bidders	Annexure-4	
5	Power of Attorney	Annexure-5	
6	Integrity Pact Agreement	Annexure-12 & Annexure-J1	
7	Bid Guarantee format (for submission of EMD other than online payment/DD/Bankers Cheque)	Annexure-14	
8	Experience of the consulting firm (PQR)	Annexure-7	
<b>PART-B</b>			
<b>Techno-Commercial Bid-through e-mode SRM portal</b>			
1	No Deviation Certificate	Annexure-6	
2	CV of all team members (PQR)	Annexure-8	
3	Experience of the consulting firm	Annexure-17	
4	Letter Comprising the Technical proposal	Annexure-15	
5	Average Turnover from Consulting works in India	Annexure-16	
6	Experience of the team deployed	Annexure-18 to 23	
7	Non-Disclosure Agreement	Annexure-9	
8	Bank Guarantee format	Annexure-10	
9	Letter of comfort	Annexure-11	
10	Certificates Copies to be submitted: I. Registration Certificates II. Permanent Account Number III. GST registration IV. PF registration V. Proof of Arrangement with the		

	parent		
11	Confirm that all pages subsequent clarifications/ corrigendum are signed, dated & stamped and to be uploaded in SRM portal	Bidder to Confirm	
12	One original & two copies of Part-B of Annexure 2 to Annexure 5 submitted	Bidder to Confirm	
13	Part-A to be submitted Manual Mode Part-B & Part-C bids to be submitted in e-mode SRM portal.	Bidder to Confirm	
14	Part-A & Part-B bid is accompanied by an unpriced price schedule and does not contain any financial bid information	Bidder to Confirm	
15	Bid is free from any overwriting, correction, cutting, etc. in case of any such overwriting, correction, cutting, etc. has been attested	Bidder to Confirm	
<b>Part- C</b>			
<b>Financial Bid – Through e-mode SRM Portal</b>			
	Price schedule	Annexure-13	
1	<b>Price bid to be quoted in SRM portal only</b>	Bidder to confirm	
2	Bidder has not made any omissions or left any blank items in the price bid	Bidder to confirm	

Place &amp; date

Signature &amp; seal of the Authorized Signatory

**ANNEXURE-2**

**BID FORM**

(To be typed in the letterhead of the bidder)

To,

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

Dear Sir/ Madam,

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

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

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

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

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

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

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-3**

**GENERAL DECLARATION CERTIFICATE**

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

Dear Sir/Madam,

Sub: Declaration by the authorized signatory

Ref: Tender Ref No: [•]

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

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

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

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

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

Place & date

Signature & seal of the Authorized Signatory



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

The Bidder shall provide an Auditor's Certificate specifying the average annual turnover of the Applicant / Bidder as per the format below.

**Average Annual Turnover of the bidder**

Sl. No.	Financial Year	Annual Turnover
1	2017-18	
2	2018-19	
3	2019-20	

Certificate from Statutory Auditors/ Chartered Accountant

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

Signature

Seal of the firm

Place

Date

**ANNEXURE-5**

**POWER OF ATTORNEY**

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

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

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

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

Place & date

CEO/Country Head/Director/equivalent

Witness

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

Notary public

Attested by: CEO/Country Head/ Director/ equivalent

**ANNEXURE-6**

**NO DEVIATION CERTIFICATE**  
(To be typed in the letterhead of the bidder)

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

Dear Sir/ Madam,

Sub; No Deviation Certificate

Ref: 1) Tender Ref no: [•]  
2) All other pertinent issues to date

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

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

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

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

Thanking you,

Yours sincerely,

Place & date

Signature & seal of the Authorized Signatory

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

(To be typed in the letterhead of the bidder)

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

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Place &amp; date

Signature &amp; seal of the Authorized Signatory

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

(Please attach a separate sheet for Project Director/Team leader, Project Manager, Public sector expert & Industry Experts- Industry expert - Mining and construction, Defence and Aerospace, Rail Transportation and Project Associates)

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

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

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

Place & date

Signature & seal of the Authorized Signatory

**Annexure-9**

**Non-Disclosure Agreement**

1. This Non-Disclosure Agreement is made and entered into between M/s BEML Ltd (herein after referred to as BEML), a Government of India Undertaking, having its Registered Office at BEML Soudha, No. 23/1, 4th Main Road, Sampangirama Nagar, Bangalore-560027, and -- -----, Independent External Monitor (herein after referred to as IEM), having his office at .....

2. BEML has appointed the aforesaid IEM for Monitoring the Tendering Process in order to ensure Transparency, Equity and Competitiveness in Public Procurements, in Compliance with the Principles of Integrity Pact as per the guidelines of Central Vigilance Commission (CVC), and as per the scope mentioned in Annexure -P.

3. It is therefore mutually agreed that the following shall form part of the Terms and Conditions of this Agreement.

a. IEM shall NOT divulge / disclose any information / document such as Technical Data, Specifications and Drawings etc furnished / discussed during Integrity Pact Meetings or during any other interactions with BEML, to any one else, any other third party or to Public, without prior written consent of BEML.

b. The Validity of this Non-Disclosure Agreement is till the IEM has completed all his obligations under the Appointment letter placed on him, and even after expiry of this Non-Disclosure Agreement, to the extent of Conflict of Interest.

c. If it comes to the Knowledge of BEML at any point of time that the IEM has misused the Information/ Technical Data/ Specifications etc, BEML shall have the Right to take appropriate legal action against the IEM.

d. BEML shall be entitled to prevent breach of any clause and to claim damages in case of any breach. It is hereby mutually agreed that after providing a reasonable and sufficient opportunity to explain the breach of this Agreement, BEML is entitled to levy a penalty to the extent of damage / loss occasioned as assessed by BEML.

e. IEM shall hereby declare the Absence of Conflict of Interest in matters pertaining to BEML, with any other additional Assignments that he undertakes. In case of any conflict of interest arising at a later date from an entity wherein he has been a consultant, the IEM should inform the CEO and recuse himself from that case.

4. Legality: In the event of any dispute arising under these conditions or any other Terms and Conditions of the contract, the same shall be referred to the Central Vigilance Commission (CVC) or to an Arbitrator appointed by BEML with the consent of IEM. All proceedings in this aspect will be within the Jurisdiction of Bangalore, and shall be governed by the provisions of Arbitration and Conciliation Act 1996. The Courts in Bangalore alone shall have jurisdiction to deal and decide any legal matter or dispute whatsoever arising out of this Agreement.

5. The Signatories hereto declare that they have the sanction and power to execute and deliver this binding Agreement.

6. In Witness whereof, the parties hereto have set their respective hands to this Non-Disclosure Agreement on this Day ..... (Date) written in the presence of witness.

For BEML IEM

Witness Witness

1. ....

1. ....

2. ....

2. ....

## **Annexure-P**

### **SCOPE OF WORK**

#### **FOR INDEPENDENT EXTERNAL MONITOR / MONITORS**

1. The task of the Monitor is to review independently and objectively, whether and to What extent the parties comply with the obligations under Integrity Pact.

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

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

4. As soon as the Monitor notices, or believes to notice, a violation of Integrity Pact, he will so inform the Management of the BEML and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor

has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

5. The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of meeting and, should the occasion arise submit proposals for correcting problematic situations.

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

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



**ANNEXURE-10**

**PERFORMANCE BANK GUARANTEE**

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

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

M/s .....(Name of the Transport Contractor) having their office at .....and its Registered office at .....(hereinafter called the contractor) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned transport of Metro cars on the terms and conditions in the said agreement.

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

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

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

the amount under this Guarantee. We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have

been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s). Unless a demand or claim under this Guarantee is made on us in writing on or before xx/xx/xxxx (date) or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions

relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

The validity of Bank Guarantee shall be upto 2 years from the date of contract i.e, till-----

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

Date & Place :

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

(on the letterhead of parent company of the bidder)

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

Dear Sir/ Madam, Sub: Comfort

Letter

We hereby confirm that, for the work under RFQ no. [e] for engagement of a consulting firm for identifying & executing new growth opportunities for BEML, [•] [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

*(To be executed on plain paper and applicable for all tenders of value 1 Crore and above)*

## **INTEGRITY PACT**

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

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

### **Preamble**

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

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

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

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution
- c. The Principal will exclude from the process all known prejudiced persons. (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure J-1.

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

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

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

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

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

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

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

#### **Section 5 – Previous Transgression**

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

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

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

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

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

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

#### **Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Sub-contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

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

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

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

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

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

v. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Other provisions**

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

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

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

partners or consortium members.

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

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

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

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

Place-----

Place-----

Date -----

Date -----

Witness 1:

Witness 1:

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

-----

-----

-----

-----

-----

-----

Witness 2:

Witness 2:

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

-----

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**Annexure J 1 relating to Integrity Pact**

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IEM contact Details:**

The Central Vigilance Commission (CVC) has appointed Shri Ajai Kumar as Independent External Monitor (IEM) to oversee the implementation of the Integrity Pact.

**Address of IEM as follows**

**Shri E. K. Bharat Bhushan, IAS (Retd.)**

Flat No. 5151, Sobha City, Puzhukkal,  
Thrissur, Kerala - 680 553.

Ph: +91 9400797777

Email: **bbhushan55@gmail.com**

**Shri Akhilesh Kumar, CES (Retd.)**

1042, B-1, Vasant Kunj (Near Fortis Hospital)  
New Delhi - 110 070.

Ph: +91 9811420440

Email: **er.akhilesh@yahoo.co.in**

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

SN	Item description	Price in INR inclusive of all taxes & duties excluding GST
1	Lump-sum consultancy charges for Phase-1 & Phase-2	<b>Rates to be entered in the Price Conditions tab in SRM System only considering the entire scope of work in SI.No.1</b>

**Contract for Phase -2 will be optional**

The bidder has to give a lumpsum price for phase 1 and phase 2 and the payments will be made as per Payment Schedule (section-5).

Phase 1: 52% of lumpsum consultancy charges

Phase-2: 48% of lumpsum consultancy charges

Phase-2 will initially be for 6 months. Beyond this, it is further extendable 6 months at a time up to a maximum of 12 months on mutual agreement between BEML and the consultant. The bidder has to give a binding price considering Phase-2 for a period of up to 18 months from the date of work order for Phase-2, and no revision in rates shall be made during the contract period.

Travel expenses:

The bidders should quote the prices inclusive of all charges, overtime charges, out of pocket allowance, local travel in Bengaluru region. However, for travel outside the Bengaluru region, BEML will arrange 2nd AC rail/ economy class air tickets/travel by road in Honda City or equivalent car, local travel in tour city, and BEML guest house/ hotel whichever applicable (limited to BEML's E9 level for partner/director/ Industry experts, E8 level for the project manager and E7 for Project Associates). BEML at its discretion may or may not accept the proposed visit and may suggest alternate interaction mechanisms like video conferencing. All train/ flight/hotel/guesthouse bookings will be made by BEML. Any other expenses not mentioned above shall be borne by the consulting firm themselves. Expenses towards any international travel of the team members(if required), if done on BEML's behest shall be borne by BHEL.

Place & date

Signature & seal of the Authorized Signatory

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

Ref:  
To,  
BEML LIMITED  
BEML Soudha ,No: 23/7, 4<sup>th</sup> Main, S.R. Nagar  
Bangalore - 560027

Dear Sirs,

.....  
In accordance with your 'Tender Enquiry' under your Tender No: .....dated  
-----M/s..... herein after  
called the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

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

Wish to participate in the said tender for

.....  
As an irrevocable Bank Guarantee against Bid Guarantee amount of  
Rs.....(In words  
and figures) valid for ..... days from..... is required  
to be submitted by the Bidder as a condition for participation in the said bid, which amount is  
liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal  
or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance  
of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity period.  
(3) Failure to furnish the valid contract performance guarantee by the bidder within one month  
from the receipt of the Purchase Order and (4) on the happening of any contingencies  
mentioned in the bid documents.

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

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

The guarantee shall be irrevocable and shall remain valid up to .....  
(This date shall be 60 days after the date for which the bid is valid). If any further extension of  
this guarantee is required the same shall be extended to such required period (not exceeding  
one year) on receiving instruction from M/s.....  
..... on whose behalf this guarantee is  
issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this  
.....day of.....at .....

Witness (Signature)

WITNESS

(Signature) ....

Name in (Block letters)

Designation .....

(Staff No.) .....

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:

**Annexure -15**

**Letter comprising the Technical Proposal**

To,

General Manager  
Corporate Materials  
BEML Limited  
Address Line 1  
Address Line 2  
Address Line 3

**Sub: Selection of BID for Consultancy Services for Growth Strategy and Implementation Support.**

Dear Sir,

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

Bidders, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

7. In witness thereof, I/ we submit this Technical Proposal under and in accordance with the terms of the Bid Document.

Yours faithfully,

**Date:**

(Signature of the Authorised signatory)

**Place:**

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

**ANNEXURE-16****Applicable for section-6 of A**

Average annual turnover of the bidder from consulting works in India during last three years  
(2017-18, 2018-2019, 2019-20)

**Average Annual Turnover of the bidder**

Sl. No.	Financial Year	Annual Turnover
1	2017-18	
2	2018-19	
3	2019-20	

Certificate from Statutory Auditors/ Chartered Accountant

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

Signature

Seal of the firm

Place

Date



**ANNEXURE-17****Applicable for section-6 of B (i) ,B (ii) & B (iii)****Experience of the bidder during the last 5 years (2015-16 to 2019- 20/ 2015-2019)****(To be typed in the letterhead of the bidder)**

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

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Place &amp; date

Signature &amp; seal of the Authorized Signatory

**ANNEXURE-18****Applicable for section-6 of D 1****Experience of Project Director/Team leader Project Director/Team leader**

1) Name of the Project Director:-

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

2) For Minimum 15 years of consulting experiences No. of similar works, each assignment having a value of atleast USD 1.5 million (global)/ INR Rs 6 Crore (India) in last 5 years to be filled in below table and copy of service certificate to be provided.

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

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-19****Applicable for section-6 of D2****Experience of Project Manager:**

1) Name of the Project manager:

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

2) Minimum 7 years of consulting experiences No. of similar works in similar industries, each assignment having a value of atleast INR Rs 6 Crore in last 5 years to be filled in below table and copy of service certificate to be provided.

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

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Place & date

Signature & seal of the Authorized Signatory

## ANNEXURE-20

### Applicable for section-6 of D3

#### Experience of Public sector expert

1) Name of the Public sector expert :

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

2) Minimum 8 years of consulting experience No. of projects in strategy development/ policy development for Indian public sector companies/ MoD/Government of India / State Government, each assignment having a value of atleast INR Rs 6 Crore in last 5 years to be filled in below table and copy of service certificate to be provided.

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

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-21****Applicable for section-6 of D4****Experience of Industry expert - Mining and construction expert**

1) Name of the Mining and construction expert :

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

2) Minimum 8 years of consulting experience No. of projects in strategy / growth / diversification in Mining & Construction sector, each assignment having a value of atleast INR Rs 6Crore in India or atleast USD1.5 Mn globally in last 5 years to be filled in below table and copy of service certificate to be provided.

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

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-22****Applicable for section-6 of D5****Experience of Industry expert - Defence and Aerospace expert**

1) Name of the Defence and Aerospace expert:

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

2) Minimum 8 years of consulting experience No. of projects in strategy / growth / diversification in Defence Aerospace sector, each assignment having a value of atleast INR Rs 6 Crore in India or atleast USD1.5 Mn globally in last 5 years to be filled in below table and copy of service certificate to be provided.

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

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Place & date

Signature & seal of the Authorized Signatory

**ANNEXURE-23****Applicable for section-6 of D6****Experience of Industry expert - Rail Transportation expert**

1) Name of the Rail Transportation expert:

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

Minimum 8 years of consulting experience No. of projects in strategy / growth / diversification in Defence Aerospace sector, each assignment having a value of atleast INR Rs 6 Crore in India or atleast USD1.5 Mn globally in last 5 years to be filled in below table and copy of service certificate to be provided.

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

Documents to submit: Copy of award of work and documentary evidence in support of the successful completion of an assignment

Place & date

Signature & seal of the Authorized Signatory