## Reply to Bidders Queries against BIN 6300034002 Dt 27.08.2020 for Conducting Employee Engagement Survey (EES) in the Year 2020-21

Details of Queries received from various bidders through e-mail and during Pre-Bid meeting held on 10.09.2020 through Video Conference

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
01	(B) Scope of work  (v) The Survey is proposed to be conducted on-line. In case the on-line System does not work, other alternatives including Pen - Paper method may be utilized.	In which scenarios will the survey be administered offline? Would the agency have to deploy its people for administering these offline surveys?	The Survey has to be done through On-line mode. Survey through the Pen — Paper method may be required to be undertaken in unforeseen circumstances such as in case BEML will be having problem/issue with the Connectivity during Survey period, then the agency will have to deploy its people for administering the survey on such locations offline. This will depend on the situation which may arise at the actual time of survey.
02	MANDATORY DETAILS (Sl.No.13 to 14) d) Reference from Client Organization as Proof (Purchase Order & Client Certificate of Completion) to be uploaded without which the assignment / experience will not be considered. All documents must be complete and legible.	We don't have Purchase orders for the other Employee Engagement surveys. Can a digitally signed completion certificate suffice?	As per tender terms & conditions.
03	Intellectual Property Rights: The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labor (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labor (Prohibition & Regulation) Act, 1986, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.	Request consideration: shall comply to this requirement, the extent of applicable labour laws	As per tender terms & conditions.

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
04	Arbitration: Disputes if any, arising between BEML and the supplier in connection with this Purchase Order or any other matters connected herewith, the same will be mutually discussed and settled, failing which, the disputes shall be referred to a sole arbitrator to be appointed by BEML	Request inclusion: Arbitration will be as per Conciliation and Arbitration Act 1996	Please refer Corrigendum - 02
05	The acceptance of deliveries or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations.	May want to negotiate few clauses in case the project is awarded to us.	As per tender terms & conditions.
06	The supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof	May want to negotiate few clauses in case the project is awarded to us.	As per tender terms & conditions.
07	Eligibility Criteria of Bidder Organization for Conducting Employee Engagement Survey at BEML: The Organization should have carried out the following activities during last 3 Financial years (2017-18, 2018-2019 & 2019-20): (i) The minimum Average Financial turnover must not be less than Rs. 10 Crores during the last three Financial years (2017-18, 2018-2019 & 2019-20) Copies of audited balance sheet (indicating turnover) for last three years shall be uploaded in the collaboration folder.	Financials of our company are under audit and not available and provisional financials are not shared for RFPs. We can provide turnover certificate up to FY 2018-19.	Please refer Corrigendum - 02
08	Annexure A - Mandatory Details - Note for Table No 13: Reference from Client Organization as Proof (Purchase Order & Client Certificate of Completion) to be uploaded without which the assignment / experience will not be considered. All documents must be complete and legible.	Request consideration: We are governed by NDAs with our clients for sensitive work orders, such as employee engagement. In place of purchase order / completion certificates, can we provide self certified copies of work carried or CA certified copies of the same.	Please refer Corrigendum - 02
09	Bid Submission Process: Online Payment of EMD amount can be made as mentioned below:  i) Open the following link: <a href="https://www.onlinesbi.com/sbicollect/icolle">https://www.onlinesbi.com/sbicollect/icolle</a>	Please provide NEFT details to transfer the EMD amount	Online payment can be made as detailed in the Tender Document.

S/n		Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
	ii)	cthome.htm?corpID=9359  Read the terms & conditions, tick the acceptance box and click on Proceed.		
	iii)	In 'Select State' dropdown, select All India and click on the Go button.		
	iv)	In 'Select Payment Category', select EMD/ Tender Fee.		
	v)	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 60,000/		
	made wel	sure that online payment of EMD amount is I ahead of the EMD Submission Date & Time I in the Tender.		
10	EMD amou Cheques/ E be submitt Invitation I	Pre-Qualification of Bid (Submission EMD) ,_The unt in the form of Demand Draft DD / Banker's EMD Exemption Certificate/ Online payment shall ed in Sealed envelope duly super scribing the Bid No. 6300034002 dated 27/08/2020, Closing dated Time 14:00 Hrs at the top of the envelope.	Will we be exempted from submitting EMD based on our MSME status?	Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from the competent authority as per Tender Terms. If Bidders are MSE, then Udyog Aadhar or Udayam Certificate is to be submitted.
11	Procureme Class III Di Certifying Procureme through en	Id be submitted online in BEML SRM ent platform only. Bidders should have a valid gital Signature Certificate issued by Authorized Authority to submit your bid in BEML SRM ent system. Interested bidders can contact us nail: admin.srm@beml.co.in to obtain the username ord for submitting the bids.	The password and Id required for registering.	Interested bidders can contact BEML Limited through email: admin.srm@beml.co.in to obtain the username and password for submitting the bids.

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
12	Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority. Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/ Online payment is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts. EMD Exemption Certificate/ Online payment shall be submitted in Sealed envelope duly super scribing the Bid Invitation No. 6300034002 dated 27/08/2020, Closing date 21.09.2020 Time 14:00 Hrs at the top of the envelope.	Kindly clarify since we are submitting the MSME Certificate online on SRM website, is it still necessary to send the exemption certificate physically to the office?	Please refer Corrigendum - 02
13	For Documents uploaded, Each page must have the Page Nos. with Seal & Signature.	Will Digital Signature suffice for uploading documents or will Company's round seal also be required?	As per tender terms & conditions.
14	Eligibility Criteria of Bidder Organization for Conducting Employee Engagement Survey at BEML:  The Organization should have carried out the following activities during last 3 Financial years (2017-18, 2018-2019 & 2019-20):  (i) The minimum Average Financial turnover must not be less than Rs. 10 Crores during the last three Financial years (2017-18, 2018-2019 & 2019-20):  (ii) The minimum No of Full time Consultants on payroll should not be less than Ten (10), as an average of last three (3) financial years 2017-18, 2018-2019 & 2019-20.  (iii) The Bidding Organisation should have designed & conducted minimum Three (3) No. s of Employee Engagement Survey for various organizations during the last three (3) financial years 2017-18, 2018-2019 & 2019-20.  (iv) Bidder should have at least one PO/Contract with value of not less than Rs 5 lakhs towards EES Conduction during the three (3) years period i.e, 2017-18, 2018-19, 2019-20.  (v) The bidder should have conducted at least one (1) EES covering a minimum of thousand (1000) manpower in the three(3) years period, as mentioned above.  The above details as required must be provided as under Annexure- A (1-14).	We request you to consider our MSME status for our application to the tender. In reference to this, we also request your attention to the below points:  A. Please find copies of the following circulars:  1. Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, w.e.f 1st April, 2012 which gives various conditions for exemption for MSMEs on the prior turnover and prior experience.  2. Policy Circular No. 1(2)(2)/2016-MA did 10th March, 2016 by Ministry of Micro, Small & Medium Enterprises, Clause 4 which refers Para 16 of the above policy and relaxes the conditions related to prior experience and prior turnover with respect to MSMEs.  B. We also invite your attention to the Govt. of India guidance that for all tender below Rs 200	Please refer Corrigendum - 02

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
		crores, preference should be given to Indian companies. We are a 100% Indian company.	
		C. We have relevant experience in the field of consulting for the last 9 years including projects on employee engagement surveys.	
15	B- Scope of work - (v) The Survey is proposed to be conducted on-line. In case the on-line System does not work, other alternatives including Pen - Paper method may be utilized.	Page 3 - — B- Scope of work - (v) 'The Survey is proposed to be conducted on-line. In case the online System does not work, other alternatives including Pen - Paper method may be utilized'. In case of a pen and paper method what is number of employee that will require a pen and paper to be administered and across how many locations?	The Survey has to be done through On-line mode. Survey through the Pen–Paper method may be required to be undertaken in unforeseen circumstances. For example, in case there is a problem/issue with the Connectivity during Survey period, then the agency will have to deploy its people for administering the survey in such locations offline. This will depend on the situation which may arise during the actual time of survey.
16	B- Scope of work - (vi) The Bidding Organization needs to prepare and create all Communications and Survey Branding Strategies, materials and Templates etc. at various phases of the Project.	Page 4 – B- Scope of work - (vi) ' The Bidding Organization needs to prepare and create all Communications and Survey Branding Strategies, materials and Templates etc. at various phases of the Project.' Our understanding of Branding Communication is that the partner will design and develop communication material and templates and will provide digital copies of the material to BEML. BEML will internally print and distribute the same. Kindly confirm our understanding.	In today's context, the relevant communication to various stake holders will be done on digital platform to a maximum possible extent. However, if there is a need to print & distribute some communication materials, it has to be undertaken by the Agency.
17	(D) Execution Phases (I to III) (vi) To conduct on-line Pilot Survey (approx. 120 no.s i.e, 2% of total strength) amongst Executives ( Dy GM and above and AGM and below) & Non-Executives for Qualitative input for final Survey Questionnaire preparations.	Page 4 – D – Execution phase -(vi) 'To conduct on- line Pilot Survey' - what is the primary purpose and objective of the Pilot survey?	As a part of diagnosis & design process, Pilot Survey is a must in BEML context, as mentioned in the RFP document.
18		Is there a ready number available of the employees who will have unique email addresses?	Please refer BEML RFP (page-5 of 36) which elaborates the survey administration mechanism including the

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
		If so, could you please share with us? In the absence of any numbers made available, our Firm would move ahead for scoping on an assumption of 10% of employees across all categories do not have a unique email addresses. Kindly confirm	bidding organisation to create the survey platform etc. The point-D on the subject (Page-5 of 36) may please be referred.
19	Phase-II — Administer (Engaging the stakeholders and Administering the Survey Questionnaire for all Executives & Employees across all locations):  The Bidding organization and BEML will jointly discuss and decide on the most efficient and speedy method of Survey Conduction.  (ii) Taking Daily Progress Status and sending Reminders thru Phone calls, SMS, Emails and notifications towards maximum participation.	Page 6 – Phase II Administer -(ii) 'Taking Daily Progress Status and sending Reminders through Phone calls, SMS, Emails and notifications towards maximum participation'. Our understanding is any one of the mentioned communication modes will be used to remind employees. Based on our experience we have found email reminders to be most effective. Would BEML require SMS reminders as well or will email reminders suffice? If SMS reminders are required please indicate the number of employees requiring SMS reminders and in what languages? Further, are mobile numbers of employees available with BEML for all employees and will BEML be able to share the same with Gallup? Kindly confirm.	Please refer to the page-6 of 36 of RFP document, whereby it is mentioned that BEML & the Bidding organisation will jointly discuss and decide on the most efficient & speedy method of survey conduction, depending on the Ground level requirements at that time.
20	Phase-III — Analysis & Enabling (Analysis of Survey Results, developing the Change Roadmap and Change Champions, etc): (v) Preparation and launching of all related Post-Survey Communications	Page 6 – Phase III Analysis and Enabling-(v) 'Preparation and launching of all related Post-Survey Communications'. Can BEML elaborate and clarify expectation on post survey communication.	As known, survey design & conduction is the first step of the journey, which is necessarily required to be supplemented by necessary communication, planning and implementation of multiple activities as arisen from survey results. The agency is expected to suggest on such post-survey steps including communication matter from their Global experience & expertise
21		Our Firm recommends conducting Town hall sessions (approx. 1 hour in duration) at prominent locations of BEML. The objective of these sessions is to increase the awareness amongst employees for the upcoming employee engagement exercise, and to personally also assure them of complete confidentiality of their responses. Based on our experience working with several organizations, we would highly recommend that this be added to the	Due to COVID scenario, paucity of Time & Resources the agency is expected to follow the scope of the work as stated in the said RFP.

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
		scope. If you agree, would you be able to suggest how many Town halls you'd like to conduct jointly, and in what cities?	
22	Annexure A – Table 13 (d) – Reference from Client Organization as Proof (Purchase Order & Client Certificate of Completion) to be uploaded without which the assignment / experience will not be considered. All documents must be complete and legible.	Page 28 – Annexure A – Table 13 (d) – 'Reference from Client Organization as Proof (Purchase Order & Client Certificate of Completion) to be uploaded'. Our Firm signs NDA's with all organizations that we work with. As per our NDA agreement and company policies client POs, value of assignment and completion certificates are confidential documents that cannot be shared. In lieu, we can provide an undertaking stating that our Firm has delivered, designed & developed the employee engagement surveys for those clients along with contact details of person from the client organization. Will that suffice for the assignment /experience to be considered by of BEML. Kindly confirm.	Please refer Corrigendum - 02
23	Please note that your bid should be submitted in our SRM e-Procurement system only. You should have a valid class 3 Organization digital signature with signing and encryption issued by authorized certifying authority to submit your bid in our SRM e procurement system.	Submission - Is the technical submission required to be submitted both physically and online or will an online submission suffice? Further, our Firm uses Docusign to sign all documents. Is Docusign acceptable by BEML for signing all annexures in technical submission or is a physical signature and stamp required.	As per tender terms & conditions.
24	PAYMENT TERMS: (d) The payment will be made within 60 days on completion of all activities under the scope of work as enumerated in this RFP and submission of all necessary Reports & Documents, as a lumpsum.	Query 1 - In Professional Services Engagements like these, usually there is a practice of payment of some part of the professional fees in advance, as Mobilization Fee. Would BEML be open to considering the same?	As per tender terms & conditions.

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
25	Phase-II — Administer (Engaging the stakeholders and Administering the Survey Questionnaire for all Executives & Employees across all locations): Instead of usual e-mail based dissemination of Survey Link, Unique ID and Password, BEML will have our own internal portal for the same purpose. BEML Executives & Employees will be directed to access the Bidding Organization's Survey link through our Internal Portal.	Query 2 – Our Firm is open to having the BEML IT team carry out a complete due diligence of our Technology Infrastructure and Survey Software before the launch of the survey. Will there still be a requirement to host the survey on BEML's internal site? The reason why we are asking this question is because one of the key principles for the sake of integrity of an employee survey and feedback process is anonymity of the data and feedback of individual respondents. Hence the role of an independent 3rd party administering the survey is crucial. In this situation, hosting the survey on an independent survey platform is the most recommended approach.	As per tender terms & conditions.
26	11.0 PENALTY / LIQUIDATED DAMAGES (LD): Time is essence of the contract. The successful Bidder Organization must adhere to the Time Schedule provided by the User department (time to time) based on the Organizational priorities. Any Non Compliance, without valid reasons /Notice/Discussion will entail a penalty equivalent to 10% of the professional fee of the particular activity as follows: If such cancellation/postponement is of 6 days before the commencement of the Activity by the Bidder organization and less 25% of professional fee of the particular program will be recovered from the Organization. This penalty/LD WILL BE CALCULATED @ of 10% of the professional fee of the particular activity for any postponement of 7 days, 25% for 5 days under after duly certified by the user and/or authorized official of BEML LTD given to execute the relevant portion of scope of work as specified in the Work Order.	Point 11: Requesting more clarification on this clause and requesting to propose to have a cap on the liquidated damages	As per tender terms & conditions.
27	16.0. SECURITY DEPOSIT / PERFORMANCE GUARANTEE ( if applicable) 10 % of PO value has to be deposited as interest free security	Requesting to delete clause 16 point iii	As per tender terms & conditions.

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
	deposit/Performance Guarantee at the time of acceptance of		
	offer in respect of all service contracts and major capital goods		
	like plant and machinery, etc as follows:		
	(i) Bank guarantee for faithful performance (FPBG), Combined		
	Bank Guarantee for contract performance covering delivery		
	obligation and warranty (CBG) clause for 10% of the total order		
	value shall be applicable where the order value exceeds Rs.5.00		
	lakhs. Bank guarantee for faithful performance, combined bank		
	guarantee covering both contract performance and warranty,		
	Advance Payment guarantee etc., shall be indicated wherever		
	applicable.		
	(ii) A period of 60 days time from the date of Purchase Order or		
	the delivery schedule, whichever is earlier shall be stipulated		
	for submission of Bank Guarantee so that contractual remedies		
	could be enforced, if required.		
	(iii) A bank guarantee for a nominal amount of Rs.5000/- must		
	be obtained from each Sub-contractor valid for a year, on		
	yearly basis		
	BEML reserves the right to accept a bank guarantee from any		
	of the Scheduled Commercial Banks authorised by RBI in lieu of		
	cash deposit as security deposit as calculated above at its sole		
	discretion. These bank guarantees shall be valid for the full		
	supply period of the Purchase Order with a claim period of		
	three months. No claim shall lie against BEML Ltd., in respect of		
	interest on cash deposits or Govt. Securities depreciation		
	thereof.		
	BEML Ltd. shall be entitled and it shall be lawful on its part to		
	forfeit the said security deposit in whole or in part in the event		
	of any default, failure or neglect on the part of the supplier in		
	the fulfilment or performance in all respect of the Purchase		
	Order.	Description of the state of the	
	22.0. INTELLECTUAL PROPERTY RIGHTS:	Proposing an amendment in clause 22: "If any	
28	If any Patent design, trademark or any other intellectual	Patent design, trademark or any other intellectual	Please refer Corrigendum - 02
	property rights apply to the delivery or accompanying	property rights apply to the delivery or	
	documentation, Purchaser shall be entitled to the legal use	accompanying documentation, Purchaser shall be	

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
	thereof free of charge by means of anon-exclusive,	entitled to the legal use thereof free of charge by	•
	worldwide, perpetual license. All intellectual property rights	means of a non-exclusive, non-transferrable,	
	that arise due to the execution of the delivery by the	worldwide, perpetual license to the extent any	
	Supplier and by its employees or third parties involved by	Work incorporates any Intellectual Property. All	
	the Supplier for performance of the agreement belong to	materials prepared by the Supplier specifically and	
	Purchaser. The Supplier shall be obligated to do everything	exclusively for the Purchaser pursuant to this	
	necessary to obtain or establish the above mentioned rights.	Agreement (the "Work") shall be owned	
	The Supplier guarantees that the delivery does not infringe	exclusively by the Purchaser. The Purchaser	
	on any of the intellectual property rights of third parties.	acknowledges that the Supplier will retain all	
	The Supplier shall also be obligated to do everything	copyright, patent and other intellectual property	
	necessary to obtain or establish the alternate acceptable	rights in the methodologies, methods of analysis,	
	arrangement pending resolution of any (alleged) claims by	ideas, concepts, know-how, models, tools,	
	third parties.	techniques, skills, knowledge and experience, and	
	The supplier shall indemnify the Purchaser against any	any graphic or digitized representations of any of	
	(alleged) claims by third parties in this regard and shall	these, owned or possessed by the Supplier before	
	reimburse Purchaser for any damages suffered as a result	the commencement of, or acquired by the	
	thereof. The Contractor shall comply with all requirements	Supplier during or after, the performance of the	
	under various administrative orders and statutes including	Services including without limitation, all systems,	
	but not limited to Contract Labor (Regulation and Abolition)	software, specifications, documentation and other	
	Act, 1970, Employees Provident Fund and Misc. Provisions	materials created, owned or licensed and used by	
	Act, 1952, Employees' State Insurance Act, 1948, Minimum	the Supplier or its affiliates or subcontractors in	
	Wages Act 1948, Payment of Wages Act, 1936, Payment of	the course of providing the Services (the	
	Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees	"Intellectual Property") and the Supplier shall not	
	Compensation Act, 1923, Employers Liability Act 1938,	be restricted in any way with respect thereto. The	
	Industrial Disputes Act, 1947, Factories Act, 1948, Shops &	Supplier shall be obligated to do everything	
	Establishment Act (relevant to the State), Child Labor	necessary to obtain or establish the above	
	(Prohibition & Regulation) Act, 1986, Sexual Harassment of	mentioned rights. Unless the Supplier provides its	
	Women at Workplace (Prevention, Prohibition and	prior written consent, the Purchaser will not use,	
	Redressal) Act, 2013, Mines Act, 1957 or any other relevant	in a manner other than as mutually contemplated	
	Acts or enactments relating thereto and its amendments	in writing when the Supplier was retained by the	
	(State/Central) and rules framed there under from time to	Purchaser to perform the applicable Services, or	
	time as may be relevant while performing the obligations	disclose to any third party, other than the	
	under this agreement. Rules framed therein from time-to-	Purchaser's attorneys, accountants or financial	

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
	time and the Supplier shall indemnify BEML for any loss	advisors with a need to know, any Work or	
	caused to it by reason of inaction, non-compliance etc., of	Intellectual Property or other material supplied by	
	the provisions of any Law by the Supplier".	the Supplier under this Agreement, and the	
		Supplier shall have no liability with respect to,	
		modifications made by any person other than the	
		Supplier to the Work, Intellectual Property or	
		other work product provided to the Purchaser by	
		the Supplier. The Supplier guarantees that the	
		delivery does not infringe on any of the	
		intellectual property rights of third parties. The	
		Supplier shall also be obligated to do everything	
		necessary to obtain or establish the alternate	
		acceptable arrangement pending resolution of any	
		(alleged) claims by third parties. The supplier shall	
		indemnify the Purchaser against any (alleged)	
		claims by third parties in this regard and shall	
		reimburse Purchaser for any damages suffered as	
		a result thereof. The Contractor shall comply with	
		all requirements under various administrative	
		orders and statutes including but not limited to	
		Contract Labor (Regulation and Abolition) Act,	
		1970, Employees Provident Fund and Misc.	
		Provisions Act, 1952, Employees' State Insurance	
		Act, 1948, Minimum Wages Act 1948, Payment of	
		Wages Act, 1936, Payment of Bonus Act, 1965,	
		Payment of Gratuity Act, 1972, Employees	
		Compensation Act, 1923, Employers Liability Act	
		1938, Industrial Disputes Act, 1947, Factories Act,	
		1948, Shops & Establishment Act (relevant to the	
		State), Child Labor (Prohibition & Regulation) Act,	
		1986, Sexual Harassment of Women at Workplace	
		(Prevention, Prohibition and Redressal) Act, 2013,	
		Mines Act, 1957 or any other relevant Acts or	

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
		enactments relating thereto and its amendments	
		(State/Central) and rules framed there under from	
		time to time as may be relevant while performing	
		the obligations under this agreement. Rules	
		framed therein from time-to-time and the Supplier	
		shall indemnify BEML for any loss caused to it by	
		reason of inaction, non-compliance etc., of the	
Ì		provisions of any Law by the Supplier.	
	36.0 ASSIGNMENT OF RIGHTS AND OBLIGATIONS;	Proposing an amendment in clause 36: "The	As per tender terms & conditions.
	SUBCONTRACTING:	supplier is not permitted to sub-contract the	
	The supplier is not permitted to sub-contract the delivery or	delivery or any part thereof to third parties or to	
	any part thereof to third parties or to assign the rights and	assign the rights and obligations resulting from	
	obligations resulting from this agreement in whole or in part	this agreement in whole or in part to third parties	
	to third parties without prior written permission from	without prior written permission from Purchaser.	
	Purchaser. Any permission or approval given by the	Any permission or approval given by the Purchaser	
29	Purchaser shall, however, not absolve the supplier of the	shall, however, not absolve the supplier of the	
29	responsibility of his obligations under the contract.	responsibility of his obligations under the contract.	
		Notwithstanding anything to the contrary in this	
		contract or Agreement, the Supplier may use its	
		affiliates in the provision of services and/or	
		performance of obligations without prior written	
		permission or approval from Purchaser provided	
		that the Supplier continues to the liable and	
		responsible for such affiliates."	
	38.0 SECRECY:	Requesting to delete clause 38 point b	As per tender terms & conditions.
	b) The supplier shall not supply the material ordered by		
30	BEML to anyone else other than BEML and shall not disclose		
	any initiations, development or adaptations thereof to		
	anyone else except with the written consent of BEML.		
		We are a registered MSME and as such we request	For Medium Enterprise and other Bidders, the
31		you to grant us exemption on turnover criteria. A	Tender Terms shall be applicable. However, for
		copy of the circular issued by the Govt. Of India	Micro and small Enterprises (MSEs) as per MSME
		MSME Department is enclosed herewith for your	Act.

S/n	Clause requiring Clarification	Clarification sought by the Bidder	BEML's Reply
		information. As mentioned we have carried out	
		extensive study on all India for IAF with a very	
		large sample. The said study covers IAS, IPS &	
		some Defence/Air Force/Navy Personnel.	
		However, we cannot share more details on	
		account of NDA. The value of this project was	
		Rs.20 lakhs which we completed by March, 2020.	
		We therefore request you to kindly grant us	
		exemption on the turnover as per the said	
		circular. Kindly confirm on this to enable us to	
		proceed further for online submission at the	
		earliest.	