

BEML Limited

(A Govt. of India Mini Ratna Company Under Ministry of Defence)
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CORRIGENDUM-02

Dt 22.09.2020

Ref: Tender Bid Invitation No. 6300034002 Dated 27.08.2020

Sub: Conducting Employee Engagement Survey (EES) in the Year 2020-21

The Part ‘B’ of the Bid Invitation – Submission of Technical Bid (Through e-mode on BEML SRM System, has been amended as below:

S/n	Tender Clause	FOR	READ as
1	28.0 (Page 22)	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. The arbitration / proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act 1996 and Rules framed there under. The place of arbitration shall be at Bangalore or any other place mutually decided by and between BEML and the supplier and all arbitration proceedings shall be conducted in English language. The award of the sole arbitrator shall be final and binding on all the parties.	Dispute Settlement and Jurisdiction: Disputes, if any, arising between the parties in connection with this Agreement or any other matters connected therewith, will be mutually discussed and settled by conciliation/ negotiations. The unsettled disputes shall be referred to a Sole Arbitrator appointed by the BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration & Conciliation Act 1996 as may be amended from time to time. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language. The Courts at Bangalore shall alone have sole jurisdiction to decide any matter arising out of the Arbitration or this Agreement.
2	Annexure ‘A’ (Page:27-28)	Annexure A - Mandatory Details - Note for Table No 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.	The Purchase Orders / Work Order Number with date and value are required. The sensitive portions of the relevant PO/WO may be masked. Self-certification by CEO/MD/Country Head of the Organization may be submitted towards work completion Certificate with their Signature & Seal.
3	4.0 (b, c) (Page:9-10)	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 28.09.2020 Time 14:00 Hrs at the top of the envelope.	As per tender terms & conditions. However, due to the present Covid-19 pandemic situation, online submission of the Exemption certificate shall be considered. However, on opening the Technical documents of the Bidder in SRM, if the requisite Exemption Certificate is not available, the Bid is liable for Rejection.

S/n	Tender Clause	FOR	READ as
4	3.0 (Page: 6-7)	<p>Eligibility Criteria of Bidder Organization for Conducting Employee Engagement Survey at BEML:</p> <p>The Organization should have carried out the following activities during last 3 Financial years (2017-18, 2018-2019 & 2019-20):</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>The above details as required must be provided as under Annexure- A (1-14).</p>	<p>In case the audited financial results for 2019-20 are not available, the provisional financial results duly certified by a statutory auditor or chartered Accountant or self – certification by CEO/MD/Country Head of the Organization may be submitted with their Signature & Seal.</p> <p>For Medium Enterprise and other Bidders, the Tender Terms shall be applicable. However, for Micro and small Enterprises (MSEs) as per MSME Act.</p>
5	22.0 (Page 21)	<p>22.0. INTELLECTUAL PROPERTY RIGHTS:</p> <p>If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. 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.</p>	<p>22.0. INTELLECTUAL PROPERTY RIGHTS:</p> <p>If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of anon-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. 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.</p>

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		<p>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 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 provisions of any Law by the Supplier".</p>	<p>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.</p> <p>The Purchaser acknowledges that the Supplier will retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience, and any graphic or digitized representations of any of these, owned or possessed by the Supplier before the commencement of, or acquired by the Supplier during or after, the performance of the Services including without limitation, all systems, software, specifications, documentation and other materials created, owned or licensed and used by the Supplier or its affiliates or subcontractors in the course of providing the Services (the "Intellectual Property / IPR")</p> <p>If any IPR apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, non-transferrable, worldwide, perpetual license to the extent any Work incorporates any IPR.</p> <p>All materials prepared by the Supplier, using IPR, specifically and exclusively for the Purchaser pursuant to this Agreement (the "Work") shall be owned exclusively by the Purchaser.</p> <p>The Purchaser shall use the IPR provided by the supplier only for the purpose of performance of underlying object of this Contract. The Purchaser shall not use the IPR for any purpose other than for the object stated above or disclose to any third party, other than the Purchaser's attorneys, agents, employees, accountants or financial advisors with a need to know, without prior written consent of the supplier.</p> <p>The Supplier guarantees that the IPR does not infringe on any of the intellectual property rights of third parties. The Supplier Agrees to indemnify, defend, protect, save and hold harmless the Purchaser against third Party Claims arising out of infringement /alleged infringement of a third party's Intellectual Property Rights, with respect to the IPR supplied by the Supplier. In case any court or tribunal restrains the Purchaser from using the IPR and other Industrial Property Rights connected with the contract, the Supplier shall either procure the non-infringing right from the owner or from the other third</p>

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			<p>party having similar rights aligning with the specification contained in the contract to suit the requirement of /to the satisfactions of the Purchaser without any additional cost. The Supplier undertakes to indemnify the Purchaser for any and all losses, cost and expenses incurred by the Purchaser in this regard.</p>

All other terms and conditions notified in above referred Bid Invitation remain unaltered.

**General Manager
Corporate Materials**