

### CORRIGENDUM-1

Ref: Bid Invitation No: 6300031063 dated 03.01.2020

Subject: Engagement of Consultant for Compliance Management Services in BEML Limited.

Sl.no	Particulars	Remarks from BEML
01	Please insert the following additionally: EY may terminate this Agreement, or any particular Services, immediately upon written notice to BEML if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations.	May not be accepted
02	Please note following: Point c) of Amicable Settlement is not acceptable to us as Arbitrator to be appointed through mutual agreement between parties.	This cannot be accepted
03	Please insert the following additionally: EY may terminate this Agreement, or any particular Services, immediately upon written notice to BEML if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations.	May not be accepted
04	Please insert the following additionally: "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	May be accepted.
05	Please insert following clauses in the proforma agreement: <u>Limitation of Liability</u> : The Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Not acceptable.
06	Please insert following clauses in the proforma agreement:	This is against Tender terms.

	<p><u>IPR</u>: EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	
07	<p>An engagement letter or LOA is required to be submitted for at least 03 companies having a turnover greater than 2000 crores we want the confirmation for the following</p> <ol style="list-style-type: none"> <li>Is it mandatory to submit engagement letters</li> <li>A confirmation from the client on their letter head stating that their revenue is greater than 2000 crores and confirming that EY has successfully implemented the compliance program be sufficient</li> <li>Do we have to include the travel related cost in the overall cost of the proposal? Or will we have to submit the travel and accomadation related expenses separately</li> <li>Will there be a guest house/accomadation provided for locations where travel is required or the vendor has to arrange on their own.</li> </ol>	<ol style="list-style-type: none"> <li>Yes</li> <li>Yes</li> <li>All inclusive of travel cost</li> <li>Will be provided only on chargeable basis and availability.</li> </ol>
08	<p>Can we have a list of specific locations along with brief of nature of operations at each location to be covered?</p>	<p>6 Manufacturing units in Karnataka 1 Manufacturing unit in Pallakkad 12 Regional office 15 District office 5 Service centres 8 activity Centre 2 Ware houses spread over 17 States</p>
09	<p>The business is primarily manufacturing and selling. From the website we understand there are 4 manufacturing locations (3 in Karnataka and 1 in Kerala). Understand there are regional offices also. How many Regional Offices are currently operational and in which states?</p>	<p>PI ref 55<sup>th</sup> Annual Report page No 292. Year 2018-19</p>
10	<p>From a framework definition perspective, we would need to visit the manufacturing divisions (all 4 manufacturing) and one of the RO / DO in Bangalore for the study and replicate it across other branches to other RO / BO for arriving at applicability of laws.</p>	<p>For your study purpose you can visit</p>
11	<p>In terms of experience / credentials of working with companies for compliance advisory, is letter of engagement the only document or any other signed letter etc. from the client would be sufficient?</p>	<p>Any one or both</p>
12	<p>The software / hard ware cost including the server cost is to be included in the proposal as per the RFP. Does this mean that BEML will not provide any infrastructure / software license etc. and all these need to be included in the cost and supplied along with the solution? If there is a need to increase the sever size etc. at a later date for which estimation currently is not practical, how is that to be taken care off?</p>	<p>Price should be quoted as per the price bid format. It should include all the cost , Software , Hardware, implementation , support and other incidental cost</p>

13	Only regulatory compliance is being evaluated as understood from the RFP. Any additional modules like notice tracker module etc. would be helpful in tracking and monitoring. Are these also required?	Yes
14	What format is to be used for the detailed technical proposal - Do we have to use a word format or ppt format?	Both
15	<p>Needed some guidance on the locations to be covered as a part of the scope? Will all the below locations mentioned in the company's annual report will be covered as a part of the scope?</p> <p>a. 1 Corporate Office based out of Bangalore  b. 1 Trading and Marketing Division based out of Bangalore  c. 4 Manufacturing units based out of Bengaluru, KGF, Mysuru, &amp; Palakkad  d. 12 Regional Offices  e. 15 District Offices  f. 5 Service Centres  g. 2 Defence Warehouses  h. 8 Activity Centres</p>	Yes It will be covered as a part of the scope.
16	You have 2 subsidiary companies – Vignyan Industries Limited & MAMC Industries Limited. Do these subsidiary companies also have to be included in the scope?	Scope is for BEML only
17	You have 1 joint venture company – BEML Midwest Limited. Is the joint Venture company also a part of the scope?	Scope is for BEML only
18	Please confirm our understanding that centralized workshops will be conducted in Bengaluru office to cover in-scope locations such as Corporate Office, Trading & Manufacturing divisions, regional offices etc.?	It will conducted at Corporate Office, Marketing & Manufacturing divisions

Line Items to be added for price bid format to the tender:

- A) Compliance Management Services
- B) Compliance Management Tool
- C) Hardware Cost and Software Cost
- D) Implementation cost
- E) Annual Maintenance cost (AMC) for one year support from implementation date.
- F) Extension of closing date from 24.01.2020 to 30.01.2020

**THE LAST DATE FOR CLOSING OF TENDER IS 30.01.2020**