



BEML LIMITED

(A Govt. of India Mini Ratna Company under Ministry of Defence)
BEML Soudha, 23/1, 4th Main Road, SR Nagar, Bangalore 560 027.

Phone : 080 – 2296 3179, Fax :- Fax: 080-22963283

E-mail : gmcm@beml.co.in

Date: - 27.08.2020

CORRIGENDUM-01

Tender Ref: - Bid Invitation No.6300033762 dated: 10/08/2020

Sub: - Engagement of Management Consultancy firm for Growth Strategy.

a) Further to the bid invitation, the Tender has been amended as per details given below: -

Sl . N o.	Clause / Page no.	FOR	READ AS
1	Point no .2 Page no 5	Invitation of Tender.	Invitation for Tender.
2	Section No. 1.1 sl no. 11 Date of Bidders presentation Page No.11	Presentation to be made by the bidder's team within 3 working days from the date of communication from BEML	Date and time will be notified to only those bidders who meets the pre- qualification criteria and presentation to be made by the bidder's team within 5 working days from the date of communication from BEML.
3	PART – A Pre-Qualification Bid point no .2 Page No. 12	Copy of Memorandum and Articles of Association of Company	The Bidder shall be a single firm. Certificate of incorporation/ registration in India / RBI Authorization certificate to be provided along with copy of PAN and copy of GST registration certificate as a documentary proof.
4	Power of Attorney for Signing of Bid in Annexure-5. 1.2.4 (3) Page No. 12	Power of Attorney for Signing of Bid in Annexure-5	Please refer Revised format of Power of Attorney for Signing of Bid in Annexure-5
5	PART – A Pre-Qualification Bid point no .2 point no 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	The Bidder shall be a single firm incorporated/registered in India and can also claim its global experience for pre- qualification and technical evaluation. Documentary proof for incorporation/registration/RBI

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	Page No. 13	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.	Authorization certificate to be provided along with Permanent Account number (PAN), Provident Fund (PF) registration and GST 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.
6	PART – A Pre-Qualification Bid point no .2 point no 11 Page No. 13	The bidder should have at least an average annual turnover in India of INR 100 Crore from consulting works during the last three years, 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.	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 or; Certificate from statutory auditors/ chartered accountant indicating the annual turnover of the bidders. All documents to be duly certified by CEO/ MD/Country Head. In case audited results for 2019-20 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant or self-certification by CEO/ MD/Country Head may be submitted. Information to be submitted as per revised Annexure-4.
7	Point 13 Page No 13,	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)	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 Please refer attached Revised Annexure-7
8	Part A Note : page no. 13	'Similar industries' include, mining & construction, rail transportation and defence & aerospace.	Similar industries' include, mining & construction, rail transportation and defence, aerospace, Capital Goods & Infrastructure.
9	Part-B Point no iv & v page no. 14	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	Write-up to be given for Quality of Approach and Methodology as per Section 5, C1 in page no. 30.

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10	Section 3: Scope of Work, Phase 2 Page No. 25	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	Subsequent to the final outcome and the acceptance of final strategy and implementation road map, BEML, within 12 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
11	Signing of Agreement Performance Bank Guarantee (PBG) Page no. 26	The Bidder shall agree to accept the orders for Phase-2, (to be submitted as part of the attached Bid Form, Annexure- 2) 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.	The Bidder shall agree to accept the orders for Phase-2, (to be submitted as part of the attached Bid Form, Annexure- 2) 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 PBG will be encashed.
12	Section 4: Deliverables Point no 3 & 4 page no 27	Interim Project Report 1 - T+3 wk Interim BEML EOI Report 2 - T+4 wk	Interim Project Report 1 : T+4 wk Interim BEML EOI Report 2 : T+6 wk
13	Section 5	INR >=325 Crores 5 marks	INR > 325 Crores : 5 marks

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	point A Page No. 29 Average annual turnover of the bidder from consulting works in India during last three years (2017-18, 2018-2019, 2019-20)	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	INR > 250 Crores and INR < =325 Crores : 4 mark INR > 175 Crores and INR < =250 Crores : 3 marks INR > 100 Crores and INR < =175 Crores : 2 marks INR =100 Crores : 1 mark
14	Page No 30 Point No B(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	No of similar works undertaken in last 5 years among schedule A public sector companies or companies where Schedule A Indian public sector companies have sizeable share holding (>= to 50%)/ MoD/Government of India / State Government, each having a value of at least Rs. 6 Crore
15	Team excellence – Expert profiles - D1 Page no. 31	15 projects and above -10 For no. of projects below 15, scoring will be done on pro-rata basis.	15 projects and above : 6 Marks For no. of projects below 15, scoring will be done on pro-rata basis.
16	Team excellence – Expert profiles - D2 Page no. 31	6 projects and above-15 For no. of projects below 6, scoring will be done on pro-rata basis.	6 projects and above : 8 Marks For no. of projects below 6, scoring will be done on pro-rata basis.
17	Section 5: Evaluation of Bidders under Note Page no. 33	‘Similar industries’ include, mining & construction, rail transportation and defence & aerospace.	‘Similar industries’ include, mining & construction, rail transportation and defence, aerospace, Capital Goods & Infrastructure.
18	Para 2 & 3 & Documents to be submitted. Page no 33	<ul style="list-style-type: none"> •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 	<ul style="list-style-type: none"> • Evaluation of Clause C2 will be through a business presentation by the bidder to a committee of senior BEML officials. The marks awarded by BEML shall be final and no representation made by any bidder shall be entertained. Business

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		<p>Head that Project Director, Project Manager and experts whose CVs have been proposed shall be deployed in this assignment (format as per Annexure-)</p> <p>•Documents to be submitted:</p> <p>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.</p> <p>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)</p> <p>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.</p> <p>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.</p>	<p>Presentation is to be made by the bidders within 5 working days from the date of communication from BEML</p> <ul style="list-style-type: none"> • The Project Director/Team leader (Lead partner/partner), Project Manager and experts whose CVs have been proposed shall be present for the Business presentation or based on COVID-19 situation and constraints on travel, the Project Director/Team leader (Lead partner/partner), Project Manager and experts whose CVs have been proposed who are not locally based may join in over video conference 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 Revised Annexure-8) • Documents to be submitted: <p>Financial capacity A: Audited Balance Sheet and Profit & Loss Account indicating annual turnover or; Certificate from statutory auditors/ chartered accountant indicating the annual turnover of the bidders. All documents to be duly certified by CEO/ MD/Country Head. In case audited results for 2019-20 are not available, provisional results duly certified by a statutory auditor or Chartered Accountant or self-certification by CEO/ MD/Country Head may be submitted.</p> <p>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</p>
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			<p>(Revised Annexure- 17)</p> <p>Expert profiles D1 TO D6: CVs of all the Team members and experts proposed to be deployed for this project as per Revised Annexure -8, 18, 19, 20, 21, 22 & 23 . For this, 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 to be attached.</p> <p>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.</p> <p>Wherever physical /digital signature of experts is not possible, documents duly signed by expert and same can be scanned and uploaded.</p>
19	Clause 6.4 Liabilities page no 36	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.	Liabilities will be capped upto 100% of the contract value except the conditions mentioned at clause 6.3
20	Point 6.14 Office at site Page no. 37.	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).	The successful bidder shall deploy the resources as per the Consultant requirement at various locations of BEML physically / virtually for this work.
21	Point 6.16 Page no 38.	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	b.Without prejudice to the rights of BEML under Clause 6.16 (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

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		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:	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 6.16, the following terms shall have the meaning hereinafter respectively assigned to them:
22	Point No.12 Page No 46	One original & two copies of Part-B of Annexure 2 to Annexure 5 submitted	Not Required to submit
23	Point No.14 Page No 46	Part-A & Part-B bid is accompanied by an unpriced price schedule and does not contain any financial bid information	Part-B bid is accompanied by an unpriced price schedule and does not contain any financial bid information
24	Page No 47	Annexure-2 Bid Form	Please Refer revised Annexure-2
25	Page No 49	Annexure-4 Bid Form	Please Refer revised Annexure-4
26	Page no. 74 to 79	Annexure 18 to 23	Please refer attached revised Annexure 18 to 23
27	Page no 54	Non-Disclosure Agreement	Please refer attached Revised Non-Disclosure Agreement at Annexure-9
28	Page No. 72 73	Annexure 16, 17,	Please refer attached Revised Annexure 16, 17
29	Point no. 6.5 Guarantees Page No. 36	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.	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. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or

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			patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
30	Point 7.3 Proof of arrangement Page no.42	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	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).
31	PART – A Pre-Qualification point no 9 Page No. 13	Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc.	Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc, Self-Certification document to be provided in bidder letterhead.
32	Last date for submission of Bid 1.1. Key points Point No.8 Point No.9 Point No.10 Page No.11 Point 1.2.2 Page no. 12	Up to 15:00 Hrs IST on 03-09-2020 16:00 Hrs IST on 03-09-2020. 16:00 Hrs IST on 03-09-2020.	Up to 15:00 Hrs IST on 18-09-2020 16:00 Hrs IST on 18-09-2020. 16:00 Hrs IST on 18-09-2020.

b) Above said Corrigendum for change of scope of work & change of tender closing date & time is also forms part of tender document. All these documents to be downloaded and after duly signed and seal, to be uploaded along with the Technical Bid on BEML SRM Platform while submitting your e-bid.

c) All other terms and conditions notified in the above Tender Enquiry remain unaltered.