

Sub: Reply to bidder queries against Bid No: 6300033762 dtd: 10.08.2020 for ‘Engagement of Management Consultancy firm for Growth Strategy’

Details of Pre-bid meeting queries received from various bidders through email & Pre-bid Meeting held on 18.08.2020, Time: 3.00 PM through Video conference with bidders

Details are as below:

S.No.	Reference Page No.	Reference Section No.	Header	Content of the Bid Requiring Clarification	Clarification Sought/ Query	BEML Reply
1	22	SCOPE OF WORK DETAILS	Estimation-time/cost/effort/team size	Identifying a long list of opportunities including corresponding products / services / technologies.	To estimate time, cost, effort team size it is important that the number of opportunities to be identified by the consulting firm be fixed. Since each opportunity will require dedicated time & effort. There can be specified maximum number of opportunities. This is also important as the time given for submission of reports is very less.	Consultant firm has to decide as per tender.
2	22	SCOPE OF WORK DETAILS	Phase 1B (4 months, in parallel with Phase 1A)	Phase 1A Scope of work for Phase 1A indicates Identifying a long list of opportunities including corresponding products / services / technologies Phase 1B Evaluate responses received to EOIs floated by BEML for manufacturing and technology partnerships / collaborations and carry out quick validations	We request Authority to share a summary of proposals received to have a better understanding of the scope of work and position experts for the team based on the EOI responses received . Also we request Authority to indicate a minimum number of projects at this stage to correctly identify resource requirement and avoid ambiguity of deliverables during project execution	As per tender
3	23	SCOPE OF WORK DETAILS	Stage-I: Growth aspirations & opportunity identification	Understand aspirations (interaction with management & cross-section of employees)	Will this require physical visits to BEML facilities / complexes at KGF, Bangalore, Mysore & Pallakad?	As per tender
4	23	SCOPE OF WORK DETAILS	Stage-II: Prioritization and identification of select key opportunities	Identify and apply additional prioritization filters for shortlisting potential opportunities, including	This can be open ended. Is there a minimum number or range of numbers for the shortlist? The number influences the effort	As per tender

				attractiveness of the opportunity and BEML's right to win	required for Deep Dive Study, which needs to be estimated for preparing a bid	
5	23	SCOPE OF WORK DETAILS	Stage-II: Prioritization and identification of select key opportunities	Deep-dive on shortlisted opportunities	Is the Envisaged deep dive study limited to Indian Market ? Is there a need to study Foreign markets, if so any specific foreign markets? Please note that "study of foreign markets" in general can be too open ended. This is ambiguous and can lead to great variances in effort required	As per tender
6	23	SCOPE OF WORK	Stage-I: Growth aspirations & opportunity identification	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.	As per the team composition and similar projects requirement the targeted industry groups is Mining, rail transport and Aerospace & Defense . We request Authority to confirm that all the proposals will be within the ambit of these three industries and therefore the industry boundary conditions are already defined within the Eol	As per tender
7	25	SCOPE OF WORK	PHASE 2 (optional)	Scope of work for phase 2 as Support Activities	Phase 2 indicates all activities as support activities . We request Authority to clarify / define the activities that will be construed as support so as to correctly assess the resource requirements for phase 2	As per tender
8	26	Signing of Agreement	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	We Request Authority to confirm if the PBG for Phase 1 and phase 2 will be submitted in two parts before the commencement of each phase as per fees % division as indicated in the payment terms	PBG for 10% of the contract value for Phase-1 to be submitted.

				<p>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.</p> <p>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</p>		
9	27	DELIVERABLES	Schedule of Deliverables (Phase-1 A and Phase 1 B)	Key Submissions	The timeframe given for each of the report considering the variability of effort required, needs to be reconsidered.	As per tender
10	28	DELIVERABLES	Schedule of Deliverables (Phase-2) - OPTIONAL	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.	How will the time/cost/effort estimate to be done if deliverables are not clear before submission of the financial bid. The deliverables needs to be fixed to estimate the costing.	As per tender
11	31	5 Evaluation of Bidders	Team excellence – Expert profiles - D1	Scale/Scheme of Marking (column 2) indicates 10 marks for 15 projects and	We request authority to clarify whether the maximum marks for this criterion are 6 or 10.	Corrigendum issued at SI no. 15

				above while the marks (column 3) indicated 6 marks as maximum		
12	31	5 Evaluation of Bidders	Team excellence – Expert profiles - D2	Scale/Scheme of Marking (column 2) indicates 15 marks for 6 projects and above while the marks (column 3) indicated 8 marks as maximum	We request authority to clarify whether the maximum marks for this criterion are 8 or 15.	Corrigendum issued at SI no. 16.
13	32	Approach and methodology	D Team excellence – Expert profiles	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.	We request the authority to clarify the expectations on the team size for Project Associates - how many resources are expected?	Consultant firm has to decide as per tender.
14	37	GENERAL CONDITIONS OF CONTRACT	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).	We request authority to clarify if the expertes indicated in Annexure 18 to 23 need to be deployed for the period of the contract. Also we request authority to specify the exact resources both number and designations expected to be deployed at the BEML office.	Corrigendum issued at SI no. 20.
15	42	SPECIAL CONDITIONS OF CONTRACT	Payment term	Payment terms on 100% payment on 30th day after submission of reports & duly certified by User Department.	We request Authority to amend this term to 50% of stage payment on submission of report and balance 50% on approval by user department to ensure cash flow for the consultant	As per tender.

16	42	SPECIAL CONDITIONS OF CONTRACT	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.	Since there are other stakeholders such as bidders of the EOI to be evaluated by the consultant we request the clause may be amended as "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 or due to reasons beyond the direct control of the consultant, 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.	As per tender
17	74 & 75	Annexure	Annexure 18 and 19	All Experts need to be Full Time Employees for the last 2 years	The authority is requested to reconsider this requirement. The authority may require that the experts shall be full time employees during the period of the contract.	As per tender
18	74 to 79	Annexure 18 to 23	Experience of Project Director/Team leader Project Director/Team leader/ Experience of Industry expert	No. of similar works, each assignment having a value of at least USD 1.5 million (global)/ INR Rs 6 Crore (India) in last 5 years	There may be very few projects that meet this criteria. Also 6 to 10 such projects are sought in the evaluation criteria. Request to reduce the total project value and bring it in the range of 1 to 3 crore. This would ensure more representative portrayal of the consultant's experience	Details to be submitted as per Revised Annexure's Corrigendum issued at SI no. 26

No	Page No.	Section No.	RfP clause	Clarification/ suggestion	BEML Reply
19	11	1.1-11	Date of Bidders presentation	We request you to provide us 7 days of notice for the presentation, as our entire team of experts would be keen to participate, and hence we would like to provide adequate advance notice to all.	Corrigendum issued at SI no. 2
20	12	1.2.4 (3)	Power of Attorney for Signing of Bid in Annexure-5.	Kindly confirm if a Board Resolution in the favour of the authorized representative, clearly mentioning that the representative has been duly authorized to sign bids/ RFPs, is acceptable.	Power of Attorney as per Revised Annexure-5 to be submitted. Corrigendum issued at SI no. 4
21	13 33	1.2 – Note Note below evaluation criteria	Similar work	Since similar industries have been separately defined, and are being used in the criteria in conjunction with similar work, we suggest deletion of 'similar industries' within the similar work clause: "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."	Corrigendum issued at SI no.8 Corrigendum issued at SI no. 17
22	25	Section 3: Scope of Work	Phase 2	We suggest that a longer period may be provided for initiation of Phase 2, in case the decision to proceed by BEML takes longer than 8 weeks. We suggest providing for a timeline of 'up to 12 weeks'.	Corrigendum issued at SI no.10
23	27	Section 4: Deliverables	3. Interim Project Report 1 4. Interim BEML EOI Report 2	Currently, the first 4 deliverables are due within T+4 wk, and may not provide adequate time for analyses and deliberation with BEML time. We suggest that the timelines for deliverables 3 and 4 may be revised to T+4wk and T+6wk respectively.	Corrigendum issued at SI no.12
24	28	Section 4: Deliverables	Deliverables (Phase-2)	Since the payment schedule later has been indicated as monthly, we suggest that it may also be mentioned here that monthly progress reports shall be submitted during Phase-2, and the specific deliverables for each report shall be mutually agreed upon by BEML and the Consultant at the time of placement of the order for Phase-2.	As per Tender
25	32	Section 5: Technical evaluation	Notes below Team Excellence section on 'working team of Project Associates'	For the scope mentioned in the RFP, we estimate that an on-ground team of 3 Project Associates is needed, in addition to the Project Manager. This is similar to the teams we have deployed for other recent growth strategy programs. Kindly confirm if our understanding is correct.	Consultant firm has to decide as per tender.

26	33	Section 5: Technical evaluation	Notes below Evaluation criteria – presence of team for business presentations	<p>Given the current COVID-19 situation and constraints on travel, those of our experts and team members who are not locally based will require to join in over video conference for the business presentation. We trust this is acceptable.</p> <p>Similarly during the execution phase of the project, we shall have an on-ground team consisting of the Project Manager and Project Associates. Our Project Director and team of Experts shall be closely involved in the project and all reviews / report presentations, and shall participate through a combination of video conferences / in-person visits.</p>	Corrigendum issued at SI no.18
27	Page 13, Page 73-79	Part A. Point 13, Annexure 7, Annexure 17, 18, 19, 20, 21, 22 and 23	Documentary evidence in support of successful completion of assignment Customer name, Contact address, Ph.no., email	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them. While we shall be glad to disclose the same where we are legally permitted to, we request you to accept the certificate with a brief description of our client (without disclosing their names), the nature of services we performed for them, the duration of the project and a tentative contract value duly attested by the CEO / MD / Country Head of the Consulting Firm.	<p>Regarding client name wherever consultant firm is not legally permitted to disclose the name of the client, certificate with brief description and self-certification to be submitted & all other requirements as per tender.</p> <p>Corrigendum issued at SI no. 26, 28</p>
28	35	Clause 6.3	Rights of BEML	<p>BCG in principle agrees with assisting you in any manner possible in making the transition as efficient as possible. However, the wording of the clause imposes uncapped and undefined liability, which are otherwise available to you under the law and also as breach of contract. In light of the same, we request you to alter the language as stated below,</p> <p>a. 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 Consultant shall assist and co-operate in ensuring efficient transition of work 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</p> <p>b. Backlog solely 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.</p>	As per tender.

				e. Termination of contract on account of any other reasons solely attributable to the selected bidder.	
29	36	Clause 6.4	Liabilities	<p>We recommend the liabilities be capped to the amount of the contract and remove indirect damages. In light of the same we recommend the following language,</p> <p>“In no event will either Party be liable to the other Party for any special, exemplary, incidental, or consequential damages, or for any direct or indirect loss of data, profits, goodwill, whether arising out of contract, tort (including negligence), strict liability or otherwise, resulting from or related to an Engagement (whether or not such party knew of should have known of the possibility of any such damages).</p> <p>Under no circumstances will either Party's aggregate liability to the other for any and all claims (including third party claims) arising from or in connection with or relating to an Engagement (whether in contract, tort (including negligence), strict liability or otherwise) exceed an amount equal to the Fees paid by the Company to BCG for the applicable Services and / or Deliverables that gave rise to the claim.</p> <p>In respect of either Party, nothing in these Terms limits or excludes such Party's liability for: (i) personal injury or death suffered by the other Party caused by such Party's negligence; (ii) fraud; or (iii) any matter for which it would be illegal for such Party to exclude or limit or to attempt to exclude or limit its liability under applicable law.”</p>	Corrigendum issued at SI no.19
30	36	Clause 6.5	Guarantees	<p>BCG in principle agrees to indemnify you in the manner as stated below. We request to make the clause more indemnification specific in nature and thereby request you to replace the said clause with below mentioned language,</p> <p>It is clarified that any claim arising out of contract shall not exceed can amount equal to the Fees paid by the Client to BCG for the applicable Services and / or Deliverables that gave rise to the claim.</p> <p>“BCG indemnifies and holds the Client harmless from any Losses, arising out of any claim by a third party that the Client's use of the Deliverables or BCG Tools as contemplated by the applicable Proposal infringes any third party intellectual property right, provided always that the Client's use of such Deliverables and BCG Tools is in compliance with the Agreement.</p> <p>The Client indemnifies, defends and holds BCG harmless from any actual or threatened claims, and any Losses incurred by BCG or its Affiliates (including as a party or witness in any claim), arising from or related to (a) any disclosure of the Deliverables by the Client to a third party, or any use of, or reliance on, the Deliverables by such third party; (b) any third party claim that BCG's use of the Client's Intellectual Property or Client Data in</p>	As per tender.

				performance of the Services breaches any third party intellectual property right or the confidentiality of any third party; and (c) any damage caused to the BCG Tools as a result of the inputting to, or processing of, Client Data by the BCG Tools (including but not limited to as a result of any bug, virus or other malware contained in such Client Data).”	
31	80	Section 5: Technical evaluation 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	We understand that the bidder shall provide strategy/ growth/ diversification projects done with any Indian public sector entities (incl. state & central departments) under this criterion. Kindly confirm.	As per tender.
32		Additional clause	Insurance	We agree to provide insurance for the project undertaken. However, would like to clarify the below, <i>“BCG agrees that it shall maintain at its expense during the term of an agreement with client, up to contract amount and other insurances with retention amounts that BCG in its sole discretion believes to be appropriate for its business and to be consistent with the practices of similar consulting firms and for BCG's performance of Services for client. An evidence only certificate of insurance can be provided prior to the execution of a contract. In addition, our insurance team has requested that we reserve the right to negotiate the specific language that will be included in the insurance section of an agreement to reflect the actual coverage and policies held by BCG.”</i>	Not part of tender.
33		Additional clause	Re-distribution of the Deliverables provided	As BCG prepares a deliverable specifically for the client as per their requirements and instructions, we urge inclusion of the below, which shall protect BCG's rights against any third party claims that may arise from unauthorized re-distribution of the deliverable. <i>“The Client acknowledges and agrees that the Deliverables are prepared solely for the Client's internal use. The Client will not disclose the Deliverables or make the Deliverables available for use by any third party without the prior written consent of BCG. The Client will procure that any third party to which it wishes to disclose the Deliverables or any other BCG materials or work must first sign BCG's standard form of non-reliance letter. BCG can provide the Client with a copy of this form upon the Client's request. If BCG agrees to the Client</i>	Corrigendum issued at SI no.27

				<i>disclosing the Deliverables to third parties, the Client agrees that BCG will not be responsible for any Losses incurred by the Client or any third party as a result of or in connection with such disclosure, or the third party's use of, or reliance on the Deliverables or any other aspect of BCG's work."</i>	
34		Additional clause	Implementation/ deploying BCG or Third-Party Tool	As the project may include use of either BCG tool or a third-party tool. We, at a later stage may include certain additional terms and conditions governing usage of tools. Also, we would ensure that BCG and the Client reaches a mutually acceptable final agreement in an expedited manner.	Not part of tender.
35		Additional clause	Warranties	Representations and Warranties. Each Party represents and warrants that (a) it has the right, power, and authority to execute and deliver each Proposal Letter and to perform all Engagements and to fulfil any obligations set out in the Proposal Letter; and (b) a Proposal Letter, when duly authorized, executed, and delivered by such Party, constitutes the legal, valid, and binding obligation of such Party, and is enforceable against such Party in accordance with its terms. Company represents and warrants that (a) it has all necessary consents to allow BCG to use any and all Company Data; and (b) it will use the Services and/or the Deliverables in a manner consistent with the Agreement. Warranty Disclaimer. Except as otherwise expressly set forth in these Terms, BCG makes no express warranties of any kind. BCG hereby expressly disclaims, to the fullest extent permitted by applicable law, on its own behalf and on behalf of its third party suppliers, all express, implied and statutory warranties, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, reliability, timeliness, quality, suitability, availability, accuracy or completeness and title. This section will survive the termination or expiry of any applicable Engagement.	Not part of tender.
36		Additional clause	No Publicity	Neither Party will make any public announcement nor press release regarding any Proposal nor any activities performed under it without the prior written consent of the other Party. Except as required by law, no reference may be made to BCG in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution.	Revised NDA to be submitted as per revised Annexure-9 Corrigendum issued at SI no. 27

SI No	RFP Reference(s) (Section, Page No.)	Content of RFP requiring clarification(s)	Point(s) of clarification	BEML Reply
37	Para 1.1. Key points, Page 11	Last date for submission of Bid - 03 Sep 2020	We believe that ~3 weeks is a short period of time to prepare and submit quality bids for such a large prestigious project. We request you to extend the bid submission due date by at least 3 weeks.	Corrigendum issued at SI no.32
38	Pre-qualification criteria, s.no 13, Page 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	The criterion appears to be quite stringent, which would restrict the competition to a few bidders only. We request the criterion to be relaxed so that the adequate number of reputed bidders with appropriate experience to deliver this project can participate. We suggest that the criterion may be changed to: "The bidder must have undertaken three completed or ongoing 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 2 Crore/ USD 0.25 million	As per tender
39	Pre-qualification criteria, Note, Page 13	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.	As of now, the definition of similar projects is aligned with Phase 1A only. We request to make the definition wider and inclusive in accordance with the entire scope of the project. Therefore, the definition may be altered to: <i>"Similar work is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities, organisation review, capacity building, bid response evaluation, bid management, partner evaluation, program management, implementation support, etc. for companies engaged in at least one of the similar industries excluding IT implementation, Audit/ Compliance / Risk Assessment/Taxation."</i>	Corrigendum issued at SI no.8
40	Para 3, scope of work, Page 22	---	Please clearly articulate the project objectives and expected outcomes from the strategy development exercise. Your response will enable us to present to you a sharpened methodology in line with the objectives. Therefore, you would get better quality bid responses.	Consultant has to decide as per as per tender

41	Para 5, Evaluation of bidders, Page 29	B. Experience of the bidder during the last 5 years	<p>The criterion appears to be quite stringent, which would restrict the competition to a few bidders only. We request the criterion to be relaxed so that the adequate number of reputed bidders with appropriate experience to deliver this project can participate.</p> <p>We suggest that the criterion may be changed to:</p> <p>“i. No of similar works undertaken globally (excluding India) in similar industries in last 5 years, each having a value of at least USD 0.2 million: 5 projects and above-5 marks For no. of projects below 5, scoring will be done on pro-rata basis.</p> <p>ii. No of similar works undertaken in similar industries in India in last 5 years, each having a value of at least INR 1 Crore: 2 projects & above- 10 Marks For no. of projects below 2, scoring will be done on pro-rata basis.</p> <p>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. 1 Crore: 2 projects and above-10 Marks. For no. of projects below 2, scoring will be done on pro-rata basis.”</p>	As per tender
42	Para 5, Evaluation of bidders, Page 31	D. Team - Expert profilesNo. of similar works, each assignment having a value of atleast USD 1.5 million (global)/ INR Rs 6 Crore (India) in last 5 years	There are a limited number of persons meeting the stated requirements. We request to omit the requirement of projects with minimum value of INR 6 crores / USD 1.5 million. Instead, projects of any value should be accepted for all expert profiles.	As per tender
43	Para 5, Evalaution Criteria, Note, Pa05ge 33	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.	<p>As of now, the definition of similar projects is aligned with Phase 1A only. We request to make the definition wider and inclusive in accordance with the entire scope of the project.</p> <p>Therefore, the definition may be altered to:</p> <p><i>“Similar work is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities, organisation review, capacity building, bid response evaluation, bid management, partner evaluation, program management, implementation support, etc. for companies engaged in at least one of the similar industries excluding IT implementation, Audit/ Compliance/ Risk Assessment/Taxation.”</i></p>	As per tender

44	Para 5, Evalaution Criteria, Note, Page 33	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)	Please allow the self-certification to be done by authorised signatory or a chartered accountant or statutory auditor. For ongoing projects, we request you to accept work order/sales order/engagement letter/contract as valid documentary evidence.	Corrigendum issued at SI no.18
45	Para 5, Evalaution Criteria, Note, Page 33	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.	Please allow the self-certification to be done by authorised signatory or the team member/ expert himself/herself. Requirement of signature and undertaking by CEO/MD/Country Head should be omitted.	Revised Annexures attached. Corrigendum issued at SI no. 26
46	Para 6.17: Conflict of Interest, Page 39	---	Please specify the names of bidders to BEML EOI so that we can confirm if we have any conflict of interest or not that affects the Bidding Process	As per tender

47	Para 7.3, Page 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.	We shall be able to provide the resources as committed in our proposal and for which we have submitted our commercial bid. Any resources beyond this cannot be provided without any additional cost. So, we request for omission of this para.	Corrigendum issued at SI no.30
48	Phase IB, Point 1, Page 22	Evaluate responses received to EOIs floated by BEML for manufacturing and technology partnerships / collaborations and carry out quick validations	Please clarify how many EOIs were floated and how many responses have been received with respect to these EOIs	As per tender
49	Pt. 6.4 at Pg. 36	Limitation of liability	Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language: Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	Corrigendum issued at SI no.19

50	No clause in RFP	Confidentiality Obligations - Parties to whom information can be disclosed is not documented	Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.	Corrigendum issued at SI no.27
51	No clause in RFP	Confidentiality Obligations - No right to retain a copy	We request the client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	Corrigendum issued at SI no.27
52	No clause in RFP	Confidentiality Obligations - No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request the client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	As per tender

53	Pt. 6.5 at Pg. 36	Indemnities for IPR infringement claims without exceptions	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>1. 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 patents incorporated in India 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.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement</p>	Corrigendum issued at SI no.29
54	No clause in the RFP	Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	Not part of tender

55	No clause in the RFP	Termination clause without rectification period	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	Not part of tender
56	No clause in the RFP	Termination clause	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	Not part of tender
57	Pt. 6.17 at Pg. 39	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing	As per tender
58	Pt. 3. d at Pg. 54 Pt. 7.6 at Pg. 42 Price Reduction Schedule (PRS)	Liquidated damages	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	As per tender

59	Pt. 7.6 at Pg. 42 Price Reduction Schedule (PRS)	Times is of essence and LDs for delay	<p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines.</p> <p>Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, request you to kindly delete this clause</p>	As per tender
60	Pt. 6.10 at Pg. 37	No protection to our pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	As per tender
61	Pt. 4 at Pg. 55 NDA	Non-independent arbitrator	<p>In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.</p>	Corrigendum issued at SI no.27

62	No clause in RFP	There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct	Not part of tender
63	No clause in RFP	No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	Not part of tender
64	Staffing	Covid 19 Crisis	If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	No change as Not part of tender

No	Page No.	Clause No	Description	Query	BEML Comments
65	29 73	5B Annexure 17	Evaluation of technical proposal- Experience of Bidder during last 5 years, number of similar works undertaken globally and in India in last 5 years etc.	We would like to submit that management consultancy firms are bound by the client confidentiality agreements that prohibits them to disclose specific details about engagements, value, work order reference and client details. As a precedence, several other Government/PSU RFPs have accepted disguised client names along with broad details of the engagements supported by self-certification by the Managing Director/Authorized signatory. We request that the same should be allowed for ascertaining the authenticity and relevance of experience. Wherever we cannot provide information, we will keep the cell as "Confidential". We therefore request suitable amendment in the mentioned Forms.	Details to be submitted as per Revised Annexures. Corrigendum issued at SI no.26, 28
66	9, 20, 57, 68	2.11 (c), 2.14, 2.15, Annexure 10, 14	BID SECURITY/ PERFORMANCE	We fully stand behind the commitments that McKinsey makes in terms of ensuring that the deliverables of the project are completed within the timeframe and resources set out in our proposal. We negotiate our work carefully and do not generally undertake engagements where we do not believe that we can have significant impact. That being said, the success of a project is dependent on: certain assumptions (including with respect to industry performance, general business and economic conditions and other matters) that we will develop with the client's management team, whether or not the client chooses to implement our advice, the quality of the client's implementation of such advice, and other factors which are beyond our control. For that reason, we will not guarantee particular results. We therefore request the authority to delete the clauses.	As per tender.
67	42	7.6	Price Reduction Schedule (PRS)	Government and public sector RFPs have the liquidated damages as 0.5% per week or part thereof upto a maximum of 5%/10% of the contract value. We therefore request the authority to suitably amend the clause.	As per tender
68	36	6.4, 6.5, 6.6	Liabilities, Guarantees, Professional liability	We would like to submit that our liability under the Agreement howsoever arises be limited to actual and direct loss or damage. Neither party i.e. BEML and the Bidder, will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damage and our liability should not exceed the fees received by us in connection with this engagement. We would request to include the following in this Clause: Bidder shall not be liable for any infringement resulting from (i) any information or materials furnished by BEML, (ii) any modifications to the deliverables/services by	Corrigendum issued at SI no.19

				<p>any person other than Bidder or (iii) any unauthorized use of the deliverables/services.</p> <p>We would request to include the following in this Clause: “The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. The Bidder does not supplant BEML’s management or other decision-making bodies and does not guarantee results. BEML remains solely responsible for its decisions, actions, use of the deliverables/services and compliance with applicable laws, rules and regulations. BEML agrees to pay for any costs, including attorney fees, the Bidder incurs as a result of its participation as a non-party in any legal, regulatory, administrative or other proceeding relating to the Services.”</p>	
69	37	6.10	Documents/ reports/ deliverables	<p>We request substitution of clause 6.10 to the following: Reports & documents submitted by the successful bidder shall become and remain the property of BEML upon full payment of Bidder's fees, save that the Bidder retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the services (the “Bidder’s Tools”), it being understood that none of the Bidder’s Tools will contain BEML’s Confidential Information. BEML will be authorized to use the intellectual property contained in the report for its own purposes in accordance with the contract. To the extent the reports include any Bidder’s Tools s, the Consultant hereby grants Bank a non-exclusive, non-transferable, non-sub licenseable, worldwide, royalty-free license tuse and copy the Bidder’s Tools solely as part of the deliverables. Subject to clause 6.9 BEML can download, make copies, distribute, modify and create derivate works of the reports, however BEML agrees that, without Bidder's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Bidder Tools or deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Bidder Tools or deliverable</p>	As per tender.
70	35	6.3	Rights of BEML	<p>We believe that either party should have the freedom to terminate the relationship at any time if it becomes evident that the potential value of the work does not warrant further effort. In the event that a project is stopped before completion, only the professional fees and costs incurred to that date are to be paid by BEML. Thus we propose inclusion of Termination for convenience by both parties.</p>	As per tender

71	37	6.9	Use of contract documents, specifications, design	We request the authority to make clause 6.9 mutual	Corrigendum issued at SI no.27
72	6 68	4 Annexure 14	Earnest Money Deposit	We understand that the format referred to on page 4 for EMD is actually Annexure -14. Please confirm. Further, we are attaching the Bank Guarantee text (Enclosure A) with some modifications as suggested by our bank. Request the authority to confirm the modifications suggested.	As per tender EMD / BG has to be submitted.
73	11	11	Presentation	We request the authority to provide at-least 7 working days for the presentation. We would be proposing global experts as part of the team and hence the request for suitable time to coordinate the logistics for the presentation.	Corrigendum issued at SI no.2
74	12	1.2.4 sub point 2	Copy of Memorandum and Articles of Association	We are a private firm incorporated in United states and operate as a branch office of the global firm in India. We are authorized by RBI to operate as such. We, therefore will not be able to submit MoA and AoA. We therefore request the authority to remove the said clause from the RFP	Corrigendum issued at SI no.3
75	13 18	8, 12 2.5	Firm incorporation	We would like to submit that McKinsey & Company is incorporated in US and we are authorized by RBI to operate as a branch office Please confirm if RB certificate would be acceptable to the authority as a proof of the branch office.	Corrigendum issued at SI no.5
76	13 33	11 5 A Annexure-16	Pre-qualification – Average annual turnover & Annexure-4 Technical Evaluation Criteria – Financial Capacity Financial capacity A	We have below submissions: 1. We would like to submit that the authority accept one format for turnover that can be used both for pre-qualification as well technical evaluation. 2. Since, we are a private firm, we cannot disclose our actual turnover figures but can confirm the turnover above a certain threshold value, say above INR 500 crores. The same has been accepted in several government and public sector RFPs. We request the authority to accordingly modify the relevant clauses 3. Turnover for FY 2019-20 is still under audit. We therefore request the authority to accept a self-certification from MD/authorized signatory for certifying turnover	Point 11 As per tender Point 5A As per tender Corrigendum issued at SI no.18

				for FY 2019-20. The same has been accepted in recent Government and public sector RFPs	
77	13 29-32	13 5	Similar Work Evaluation of Bidders	We request that similar work definition to be limited to strategy, consulting engagements and not limited to "similar industry". We request the authority to amend the definition accordingly.	Corrigendum issued at SI no. 8 & 17
78	13 29-32	13 5	Similar Industries Evaluation of Bidders	We would like to submit that strategy and growth engagements in Infrastructure and manufacturing sector are highly relevant to the scope of work mentioned in the RFP. We therefore request the authority to expand the definition of similar industries to also include Infrastructure and Heavy equipment manufacturing sector.	Corrigendum issued at SI no.8 & 17
79	15 67	Part C Annexure-13	Financial Bid	Please clarify if the bidder has to quote the financial bid for a period of 4+6 months or 4+18 months	Phase-1 – 4 Months Placement of order for Phase-2 – 3 Months Phase 2 – 18 Months (6 months + (6 Months +6 Months (2extension)) total = 4+3+6+6+6 = 25 Months)
80	67	Annexure 13	Travel Expenses	All expenses including travel expenses are governed by the bidding firm policy. We therefore request the authority to remove the clause related to reimbursement of travel expenses including hotel/guest house booking and allow the bidders to quote the financial bid inclusive of travel expenses.	As per tender.
81	29	Section 5 Sub section B 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	We request the authority to allow engagements to include growth strategy engagements from capital goods and heavy equipment manufacture sector in addition to the sectors defined in the RFP. These sectors are highly relevant to the scope of work.	Corrigendum issued at SI no.17

82	30	Section 5 Sub section 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	We would like to submit that there have not been many growth strategy engagements in the public sector in last 5 years in similar industries (as per the definition of "Similar works") with a value of INR 6 crores or above. We therefore request the authority to allow the growth strategy engagements to include energy and infrastructure sector for this criterion.	Corrigendum issued at SI no.17
83	31	Section 5 Sub section D	Evaluation of Bidders Team Excellence	We have below requests: 1. Project Director/Team leader – there have not been multiple engagements in similar industries (as per definition of similar work). We therefore request authority to allow bidders to submit business, strategy, consulting engagements for identifying and/or implementing new growth opportunities across industries . 2. Project Manager – we request project manager experience to be relaxed from 7 years of consulting experience to 7 years of professional experience. Moreover, relevant experience requirement is satisfied through the various experts as asked for in the RFP such as Rail Transportation expert, Mining and construction expert and Defence and Aerospace expert. We therefore request that for Project Manager, strategy engagements across industries to be allowed.	As per tender
84	33 & 74	Section 5 & Annexure-18 to 23	Documents to submit	As mentioned by authority for criteria B i, ii and iii, we request that MD certificate should also be accepted for criteria D as a documentary proof in lieu of Copy of award of work and documentary evidence in support of the successful completion of an assignment	Revised annexures to be submitted. Corrigendum issued at SI no.26 & 28
85	33	Section 52	Signatures on CVs	RFP asks for CVs to be signed either physically or digitally by team members proposed and MD. We request the authority to amend this to have the CVs certified by the authorized signatory. This is an acceptable practice in government and public sector RFPs. Moreover, it will not be possible to have digital signatures made for experts being proposed (including global experts). And due to current situation, physical signatures will not be possible.	Corrigendum issued at SI no.18

86	42	7.3	Proof of arrangement	We operate as a branch office of a global firm in India and are authorized by RBI. Therefore the shareholding pattern is not applicable to us. We therefore request the authority to amend the clause and make this optional.	Corrigendum issued at SI no.30
87	46	Annexure 1, sub point 12	Original and copies	We request the authority to clarify the requirement here. Are Annexure 2 to 5 to be part of Part B also? Our understanding is that Annexure 2-5 are part of pre-qualification proposal (Part A). Please clarify if one original and two copies of Annexure 2 to 5 are to be submitted in Pre-qualification proposal manually and/or are these Annexure also to be submitted in Part B online. Also since Part B and Part C are to be submitted online, there can be only copy of Annexure 2 to 5 that can be submitted in pdf. Therefore it will not be original.	Understanding is correct. Corrigendum issued at SI no. 22
88	45-46	Annexure 1, Sub point 14	Unpriced price bid	Please clarify if unpriced price bid is to be part of Part A also. Checklist under Part A does not list unpriced price bid.	Corrigendum issued at SI no 23
89				We request the authority to extend the submission date to provide at-least 2 weeks post the response to pre-bid queries to enable the submission of a comprehensive quality proposal.	Corrigendum issued at SI. No. 32

SI no	Section	Current Clause	Query	Proposed modifications	BEML Comments
90	Section 5: Evaluation of bidders Criteria A (Financial capacity)	Average annual turnover of the bidder from consulting works in India during last three years (2017-18, 2018-2019, 2019-20) Scale of marking: <ul style="list-style-type: none"> • INR >= 325 Cr: 5 marks • INR >= 250 Cr and INR <= 325 Cr: 4 marks • INR >= 175 Cr and INR <= 250 Cr: 3 marks • INR >= 100 Cr and INR <= 175 Cr: 2 marks • INR >= 100 Cr: 1 mark 	INR 200 Cr annual revenue is sufficiently indicative for a consulting company with a significant footprint and quality skillset in India. Therefore, we request scoring on overall revenue should be relaxed as the current requirement of INR 325 Cr. annual turnover for full marks is restrictive	Average annual turnover of the bidder from consulting works in India during the last years (2017-18, 2018-19, 2019-20) Scale of marking: INR >= 325 200 Cr: 5 marks INR >= 250 150 Cr and INR <= 325 200 Cr: 4 marks 3 marks INR >= 100 Cr: 1 mark	Corrigendum issued at SI no. 13
91	Section 5: Evaluation of bidders Criteria B (ii) (Experience of the bidder during the last 5 years – 2015-16 to 2019-20)	Number of similar works undertaken in similar industries in India in last 5 years, each having a value of at least INR 6 Crore Scale: 10 projects & above – 10 Marks For number of projects below 10, scoring will be done on pro-rata basis	In similar industry, there have not been significant number of consulting assignments in the last 5 years pertaining to exploring of new growth opportunities Therefore, we believe 10 projects is a restrictive criterion and propose reducing it to 7 projects	Number of similar works undertaken in similar industries in India in last 5 years, each having a value of at least INR 6 Crore Scale: 10 projects 7 projects & above – 10 Marks For number of projects below 10 below 7, scoring will be done on pro-rata basis	Corrigendum issued at SI no. 17
92	Section 5: Evaluation of bidders Criteria B (iii) (Experience of the bidder during the last 5	Number of similar works undertaken in last 5 years among schedule A Indian public sector companies/MoD/Government of India / State Government, each having a	Similar works of new growth opportunities in schedule A Indian PSUs/Gol/MoD/State governments of a high value (>INR 6 Cr) have been limited in the past 5 years. Therefore, we believe 7 projects is a	Number of similar works undertaken in last 5 years among schedule A Indian public sector companies & companies in which they have sizeable shareholding /MoD/Government of India / State Government, each having a value of at least Rs. 6 Crore 4 Crore Scale: 7 projects 5 projects & above – 10 Marks	As per tender.

	years – 2015-16 to 2019-20)	value of at least Rs. 6 Crore Scale: 7 projects & above – 10 Marks For number of projects below 7, scoring will be done on pro-rata basis	restrictive criterion and propose reducing it to 5 projects	For number of projects below 7 below 5, scoring will be done on pro-rata basis	
93	Section 5: Evaluation of bidders Criteria B (iii) (Experience of the bidder during the last 5 years – 2015-16 to 2019-20) & Criteria D3 (Profile of public sector expert)	Criteria B (iii) Number 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 Criteria D3 Number of projects in strategy development/policy development for Indian public sector companies/MoD/Government of India/State government, each assignment having a value of at least INR 6 Crore in last 5 years	We propose inclusion of companies where schedule A Indian public sector companies have sizeable shareholding (greater than or equal to 50%)	Criteria B (iii) Number of similar works undertaken in last 5 years among schedule A Indian public sector companies & companies where they have sizeable shareholding/MoD/Government of India / State Government, each having a value of at least Rs. 6 Crore Criteria D3 Number of projects in strategy development/policy development for Indian public sector companies & companies where they have sizeable shareholding /MoD/Government of India/State government, each assignment having a value of at least INR 6 Crore in last 5 years	Corrigendum issued at SI no.14
94	Section 5: Evaluation of bidders Criteria D Team excellence – Expert profiles D1 (Project Director)	MBA/equivalent degree Full-time employee of the consultant for last 2 years Minimum 15 years of consulting experience Number of similar works, each assignment having a value of at least USD 1.5 million (global)/ INR 6 Cr (India) in last 5 years Scale: 15 projects & above – 10	We believe the scale should give 6 marks instead of 10 for 15 projects & above, in line with the maximum score for this profile	MBA/equivalent degree Full-time employee of the consultant for last 2 years Minimum 15 years of consulting experience Number of similar works, each assignment having a value of at least USD 1.5 million (global)/ INR 6 Cr (India) in last 5 years Scale: 15 projects & above –10 For number of projects below 15, scoring will be done on pro-rata basis	Corrigendum issued at SI no.15

		For number of projects below 15, scoring will be done on pro-rata basis			
95	Section 5: Evaluation of bidders Criteria D Team excellence – Expert profiles D2 (Project Manager)	MBA/equivalent degree Full-time employee of the consultant for last 2 years Minimum 7 years of consulting experience Number of similar works in similar industries, each assignment having a value of at least INR 6 Crore in last 5 years Scale: 6 projects & above – 15 For number of projects below 6, scoring will be done on pro-rata basis	We believe the scale should give 8 marks instead of 15 for 6 projects & above in line with the maximum score for this profile	MBA/equivalent degree Full-time employee of the consultant for last 2 years Minimum 7 years of consulting experience Number of similar works in similar industries, each assignment having a value of at least INR 6 Crore in last 5 years Scale: 6 projects & above – 15 8 For number of projects below 6, scoring will be done on pro-rata basis	Corrigendum issued at SI no.16
96	Section 1.1 Key Points Point 8. Last date for submission of Bid	Up to 15:00 Hrs IST on 03-09-2020	We request the last date for submission of bid to be extended to three weeks from date of publishing of responses to pre-bid queries.	Up to 15:00 Hrs IST, Three weeks from date of publishing of response to pre-bid queries	Corrigendum issued at SI. No. 32
97	Section 1.2 Guidelines for Bid Submission Part A Pg 13	'Similar industries' include, mining & construction, rail transportation and defence & aerospace.	We request for expansion of similar industries definition to include infrastructure and capital goods (including commercial vehicles) as these are also relevant sectors based on BEML's product portfolio of engineered capex intensive heavy goods and defence / armoured vehicles which are manufactured by commercial vehicle OEMs	'Similar industries' include, mining & construction, rail transportation, defence & aerospace, capital goods (including commercial vehicles) and infrastructure (as per RBI's list of harmonized list of infrastructure sub-sectors	Corrigendum issued at SI no.8