

RailTel Corporation of India Ltd

(A Government of India Enterprise)

Plot No. 143, Institutional Area,

Sector-44, Gurgaon-122003

Website: www.railtelindia.com

E-Tender No. RailTel/Tender/OT/CO/DNM/18-19/ERP Support/442

Dated:10.08.2018

Corrigendum-I

Subject: ERP Support services for RailTel

Ref : This Office Tender No.- RailTel/Tender/OT/CO/DNM/18-19/ERP Support/442 dated 30.07.2018

The following para/sub-para of the tender document are amended as under :-

1) Clause 1.7 Liquidated Damages is **Deleted**.

2) **Clause 1.19 of Tender Document may be read as :-**

The Maximum Liability of tenderer to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract. In the event of termination, bidder shall be paid for all the services rendered up to the effective date of termination.

3) S.No-2 under Chapter 4-A : Pre Qualification Criteria of Tender Document may be read as:-

SN	Criteria	Details	Document Required
2	Order Value	Bidder must have at-least single order/contract for Oracle EBS support of Value not less than Rs. 91 Lakhs with customer from the government/ PSU sector OR MNC/Big Corporate	Reference document

4) S.No-3 under Chapter 4-A : Pre Qualification Criteria of Tender Document may be read as:-

SN	Criteria	Details	Document Required
3	Experience in ERP support in Government	Bidder should have one direct order from government/ PSU sector for Oracle EBS ERP Support.	Reference document

	sector		
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5) S.No-1 (a) under Chapter 4-A : Pre Qualification Criteria of Tender Document may be read as:-

SN	Criteria	Details	Document Required
1	Company Profile	a) Bidder should have cumulative turnover of minimum INR 10 crores in last three financial years 2017-18, 2016-17 and 2015-16 for ERP/IT Services	a) Attach Balance sheet and P/L statement for last 3 completed financial years(2017-18, 2016-17 and 2015-16) duly signed by company secretary

6) Chapter-3 Clause F of tender document may be read as:-

F : Payment Terms

Charges will be paid on quarterly basis at the end of each quarter for the preceding quarter on receipt of bills from the vendor and after certification from AGM/IT.

Whenever under this tender / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Bidder, the RailTel shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Bidder. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Bidder or which at any time thereafter may become due to the Bidder under this contract with the RailTel. If this sum is not sufficient to cover the full amount recoverable, the Bidder shall pay the RailTel on demand the remaining balance. Each resource deployed by the firm shall be eligible for 1.5 days leave per month, however if the resource takes more leave then 1.5 days during a month then payment shall be deducted proportionately.

7) Clause number 2.1.1 under Chapter-3 D of tender document may be read as:-

2.1 SLA Penalties

2.1.1 Penalties for Availability and Performance measurements

SI would publish report for quarterly reporting and calculations of measurements listed above. Penalties would be imposed for not meeting minimum service level of SLA as per the table below:

Minimum Service Level of SLA's at critical level	Penalty as a percentage of quarterly payment
Between 99.5% to 99%	2% of the quarterly payment
Between 99% to 95%	5% of the quarterly payment
Below 95%	10% of the quarterly payment

8) Clause Number 1.21.1 under Chapter 5-A "Terms and Conditions" is added:-

1.21.1 Audit

Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Contractor to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Contractor's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Contractor's profitability or other such financial data.

- 9) Clause Number 1.21.2 under Chapter 5-A "Terms and Conditions" is added:-

1.21.1 Intellectual Protection

No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.

- 10) Clause number 1.16 under Chapter-5 A of tender document may be read as:-

1.16 Force Majeure clause: If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulation, order of requisitions issued by any Government Department of Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, Provided further that if the performance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination pay the Contractor for all the services rendered upto the effective date of termination.

- 11) All other terms and conditions will remain same as mentioned in original Tender document.

ED/DNM