

Clarification to Pre Bid Queries for Tender Number RailTel/Tender/OT/CO/DNM/18-19/ERP Support/442

SN	Bidder Name	Bidding Document reference			Original Clause	Pre Bid Query raised(point on which clarification is required by the bidder)	Clarificaiton provided by RailTel
		Page No.	Clause Ref	Clause Heading			
1	M/s WIPRO	18	C(5)	Scope Key Assumptions	RCIL will be responsible for ensuring the smooth Knowledge transfer to the resources deployed at RCIL. Similarly SI needs to ensure Knowledge Transfer while exiting the contracts (contract expiry or early exit).	For how long will we have to carry out Knowledge Transfer? And will this exercise be carried out free of cost?	This will maximum of two weeks along with regular support
2	M/s WIPRO	19	Chapter 3	D - System Availability	Escalation to RailTel steering committee which may lead to partial payment of only 50% quarterly payment.	Escalation to RailTel steering committee which may lead to partial payment of only 50% quarterly payment.	suitable corrigendum issued
3	M/s WIPRO	19	Chapter 3	D - System Availability	2.1.4 Penalties for Development Change Support - As per RFP	<p>If completion time exceeds between 10% to 15% from time mentioned in work order for each development change</p> <p>-Deduction of 5% 1% of work order value for Development requirement</p> <p>If man days exceeds between 15% to 25% from time mentioned in work order for each development change</p> <p>- Deduction of 40% 2% of work order value for development requirement</p> <p>If man days exceeds beyond 25% from time mentioned in work order for each development change</p> <p>- Escalation to RailTel steering committee which may lead to deduction of 25% 3% of work order value for development requirement</p>	The clause shall remain same
4	M/s WIPRO			Penalty Cap	Clause not present in RFP	Nothing withstanding anything contained here including annexures etc, the maximum aggregate penalty against the bidder for all claims, by which ever name so called, shall be limited to 3% of the respective SOW/PO and shall be in lieu of all available remedies. Also, Wipro does not agree to any form of risk purchase.	Tender Document is clear
5	M/s WIPRO	24	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.	Charges will be paid on quarterly basis at the end of each quarter Monthly for the preceding quarter month on receipt of bills from the vendor and after certification from AGM/IT.	The clause shall remain same
6	M/s WIPRO	24	F	Payment Terms	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 any time thereafter may become due to the Bidder under this or any other tender / 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	<p>Bidder requests modification: -</p> <p>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 or any other tender / 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. Kindly remove this clause</p>	suitable corrigendum issued

7	M/s WIPRO	24	F	Payment Terms	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.	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.	The clause shall remain same
8	M/s WIPRO	28	1.6.1	Forfeiture of Bid Security/EMD	The Bid security may be forfeited either in full or in part, at the discretion of RailTel on account of one or more of the following reasons: 1. The BIDDER fails to co-operate in the Bid evaluation process 2. If the bid or its submission is not in conformity with the instruction mentioned herein 3. If the BIDDER violates any of the provisions of the terms and conditions of the tender 4. In the case of a successful BIDDER fails to (a) Accept award of work (b) Furnish performance security (c) or the BIDDER violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of RailTel in timely finalization of this tender. 5. The bidder found guilty of negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such bidder or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him. The decision of RailTel regarding forfeiture of bid security shall be final and binding.	Bidder requests modification: - The Bid security may be forfeited either in full or in part, at the discretion of RailTel on account of one or more of the following reasons: 1. The BIDDER fails to co-operate in the Bid evaluation process 2. If the bid or its submission is, subject to the deviations submitted , not in conformity with the instruction mentioned herein 3. If the BIDDER violates any of the provisions of the terms and conditions of the tender 4. In the case of a successful BIDDER fails to (a) Accept award of work, despite deviations submitted by the bidder being adequately addressed by RailTel. (b) Furnish performance security after signing the contract (c) or the BIDDER violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of RailTel in timely finalization of this tender 5. The bidder found guilty of negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such bidder or by its employees, staff, agents, representatives etc. or by any	The clause shall remain same
9	M/s WIPRO	28	1.7	Liquidated Damages	Liquidated damages shall be applicable at the rate of 0.5% per week or part thereof for undelivered portion subject to maximum of 10% of the total payment for that period.	Kindly clarify whether LD and penalty are the same thing. In that case kindly limit penalty to maximum of 10%	suitable corrigendum issued
10	M/s WIPRO	28	1.8	Variation in Quantity	As per RFP	The quantities indicated in Schedule of Requirements are approximate and purport to convey the bidder an idea of the magnitude of the work. The Contract value may vary with +/-25% 5% of the grand total of schedule of requirements (under table Oracle EBS R12 – Onsite/Off Site –Staffing Model) as included in the Letter of Acceptance to tender, in case of variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +/-25% 5% variation in the value of contract and shall not be entitled to any claim or compensation whatsoever. For the variation beyond 25% 5% and upto 50%, 10% negotiations will be held with the contractor and the portion of the work which beyond such variation will be executed at the mutually acceptable rate	The clause shall remain same
11	M/s WIPRO	29	1.10.	Validity of Contract	The contract will be valid for the period of 2 years from date of issue of LOA which can be extended further for the period of 1 year with same terms and conditions.	Bidder requests modification: - The contract will be valid for the period of 2 years from the date of signing of the Agreement data of issue of LOA which can be extended further for the period of 1 year on with same terms and conditions mutually agreeable to both the parties.	The clause shall remain same

12	M/s WIPRO	29	1.12	Security Deposit/Performance Guarantee	<p>The successful bidder shall have to submit a performance Bank Guarantee (PBG) within 30 days of the issue of Purchase order @ 10% of the value of the PO for the satisfactory performance of materials covered in SOR given under Chapter 3-E valid for a period of 4 months beyond contract period. Extension of time for submission of BG beyond 30(thirty) days and up to 60 days from the date of issue of Letter of acceptance may be given by the Eligible Bidder Authority . However, a penal interest of 15% per annum shall be charged for delay beyond 30(thirty) days. i.e from 31st day after issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.</p>	<p>Bidder requests modification: -</p> <p>The successful bidder shall have to submit a performance Bank Guarantee (PBG) within 30 days of contract signing the issue of Purchase order @ 10% of the value of the PO for the satisfactory performance of materials covered in SOR given under Chapter 3-E valid for a period of 4 months beyond contract period. Extension of time for submission of BG beyond 30(thirty) days and up to 60 days from the date of issue of Letter of acceptance may be given by the Eligible Bidder Authority . However, a penal interest of 15% per annum shall be charged for delay beyond 30(thirty) days. i.e from 31st day after issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.</p>	The clause shall remain same
13	M/s WIPRO	30	1.16	Force Majeure Clause	<p>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 take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.</p>	<p>Bidder requests modification: -</p> <p>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 shall at the time of such termination, pay the take over from the Contractor for all the services rendered up to the effective date of termination at prices as provided for in the contract, all works executed or works under execution</p>	suitable corrigendum issued
14	M/s WIPRO	31	1.17	Settlement of Disputes and Arbitration	<p>b) he arbitration shall be conducted by a sole arbitrator appointed by CMD/RailTel</p>	<p>Bidder requests modification: -</p> <p>b) he arbitration shall be conducted by a sole arbitrator appointed by both the parties upon mutual consent CMD/RailTel.</p>	The clause shall remain same
15	M/s WIPRO	31	1.18	Termination for Default	<p>As per RFP</p>	<p>Bidder requests addition of the following -</p> <p><u>In the event of termination, bidder shall be paid for all the services rendered up to the effective date of termination(As per MEITY Guidelines given in Model RFP attached)</u></p>	suitable corrigendum issued
16	M/s WIPRO	31	1.19	Limitation of Liability	<p>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.</p>	<p>Bidder requests modification: -</p> <p><u>Notwithstanding anything contained to the contrary elsewhere, neither party shall be liable for any indirect or consequential losses, including loss of data or loss of business. Subject to the above,</u> 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.(As per MEITY Guidelines given in Model RFP attached)</p>	The clause shall remain same

17	M/s WIPRO	35	1.23	Determinati on of Contract	<p>Right of RailTel to determine the contract: RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons thereof shall be conclusive evidence thereof.</p>	<p>Right of RailTel to determine the contract: RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. <u>Notice in writing from the RailTel of such determination and the reasons thereof shall be conclusive evidence thereof. If this cessation of work continues for more than 30 days, bidder shall have the right to terminate the contract</u></p>	The clause shall remain same
18	M/s WIPRO	35	1.23	Determinati on of Contract	<p>Payment on determination of contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and property of such expenditure shall be final and conclusive. The contractor shall have no claim to any payment of compensation of otherwise however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.</p>	<p>Payment on determination of contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and property of such expenditure shall be final and conclusive. The contractor shall have no claim to any payment of compensation of otherwise, however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.</p>	The clause shall remain same
19	M/s WIPRO	35	1.24.1	Right of RAILTEL after termination of contract owing to default of contractor	<p>a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.</p>	<p>a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.</p>	The clause shall remain same
20	M/s WIPRO	NA	NA	Savings Clause	<p>Clause to be added</p>	<p>Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected, delayed or causes non-performance due to Customer's omissions or actions whatsoever.</p>	Tender Document is clear

21	M/s WIPRO	NA	NA	Change Orders	Clause to be added	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidders shall not be bound to perform any additional services.	Tender Document is clear
22	M/s WIPRO	NA	NA	Intellectual Protection	Clause to be added	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.	suitable corrigendum issued
23	M/s WIPRO	NA	NA	Audit	Clause to be added	Request that the following be included: 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.	suitable corrigendum issued
24	M/s WIPRO	NA	NA	Bidders right to terminate	Clause to be added	The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days	Tender Document is clear
25	M/s WIPRO	17	CHAPTER R-3		All the minor changes/customization, configuration considering the effort of 3 weeks development time will be part of the support.	Is this 3 weeks per year?	This is 3 weeks per activity
26	M/s WIPRO	18			Regular Support window is from 9.30 AM to 6.00 PM from Monday to Friday however bidder has to provide the support in 24*7 manner whenever asked by RailTel.	what are the instances where 24X7 Support will be needed?	Infra and DBA support in case of break down
27	M/s WIPRO	22			Escalation to RailTel steering committee which may lead to partial payment of only 50% quarterly payment	This to be removed. Overall capping to be set at 10%.	suitable corrigendum issued
28	M/s WIPRO	25	Pre-Qualification Criteria			Since this ERP project is very critical to RailTel, kindly include CMMi Level 5 certification Supported at least one Oracle ERP project in Govt / PSU with min of 10 resources in last 3 years. turnover of minimum INR 200 crores The bidder should be active Diamond partner and/or above of Oracle.	Tender Document is clear
29	M/s Sify	12	Chapter 3- 1.1	ERP in Scope		Please provide version of Oracle EBS R12	Oracle EBS R12.1.3
30	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know if GST has been implemented in the current environment	Yes
31	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know if iSupplier module has been implemented	No
32	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know how many third party integrations integrated with Oracle EBS	No

33	M/s Sify	12	Chapter 3- 1.1	Custom Application developed in ADF and OAF		Please let us know the no of custom modules and also provide details of number of custom components and related details	Around 10 Modules in Oracle ADF and OAF
34	M/s Sify	13	Chapter 3-2	Support Levels in Scope		Please let us know, How many tickets(Existing Support) raised average per month and also provide its complexity	1000 ticket per months
35	M/s Sify	13	Chapter 3-2	Support Levels in Scope		Please share ticket dump from the current ticketing system, with details of module/creation date/time/type of ticket (Incident or SR) along with any other relevant information	This is including mail .Phone no complete details can not be share
36	M/s Sify	13	Chapter 3-2	Support Levels in Scope		Please provide number of users using Oracle ERP	800
37	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know what type of Costing method are used (Avg/Standard/LIFO/FIFO)	Average
38	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know what are the counting methods are used in current Environment (Physical/Cycle)	Tender Document is clear
39	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know what are the planning methods being used (Min-Max/Kanban/Replishment)	Tender Document is clear
40	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know if IRISO process is being followed? If so kindly mention to-and from shipping network details.	Tender Document is clear
41	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please provide the Organization structure.	Tender Document is clear
42	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please provide information about project accounting works (Organization Level)	Tender Document is clear
43	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please provide the number of inventory users and also mention how the periods are closed.	Tender Document is clear
44	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know if Railtel has budgeting process presently? If yes, what type of budgeting control business is followed.	Tender Document is clear
45	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know whether business procurement activity is centralized?	Tender Document is clear
46	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know how often do you post journals to your General Ledger balances?	Tender Document is clear
47	M/s Sify	12	Chapter 3- 1.1	Oracle Modules in Scope		Please let us know, whether business has scenarios of capital goods transfer between locations.	Tender Document is clear
48	M/s Sify	15	Chapter 3- 2.3	Activities For DBA Support		Please let us know the Database Version & Release Details and Application Version. Also let us know whether RAC is enabled.	Tender Document is clear
49	M/s Sify	15	Chapter 3- 2.3	Activities For DBA Support		Please let us know any Backup Strategies and Tools are in place.	Tender Document is clear
50	M/s Sify	15	Chapter 3- 2.3	Activities For DBA Support		Please let us know the Cloning & DB refresh frequency details,	As and when required generally once in Week
51	M/s Sify	15	Chapter 3- 2.3	Activities For DBA Support		Please let us know the Database and Application Architecture(Node Information),Number of DR sites and Network Topology details.	It is mutinode architecture using oracle cluster and sun cluster .there is one DR site in Secundrabad using Oracle active data guraad
52	M/s Sify	25	Chapter 4-A	Pre Qualification Criteria	Company Strength in ERP : Should have at least 150 personnel of ERP on its own payroll	As the project required 15 nos. erp manpower and the manpower requirement in PQ asked in tender is 150 nos. , we request to reduce the manpower PQ requirement to 50 nos. as it would be sufficient as per tender requirements. Also it would enable good competition.	Tender Document is clear

53	M/s Sify	25	Chapter 4-A	Pre Qualification Criteria	a) Bidder should have cumulative turnover of minimum INR 10 crores in last three financial years 2017-18, 2016-17 and 2015-16 for similar nature of work	Also request to pls elaborate the similar experience in turnover PQ criteria. Whether turnover from IT Infra projects also can be shown or not.	suitable corrigendum issued
54	M/s AWC	25	Chapter 4-A	Pre Qualification Criteria	Bidder must have at-least single order/ contract for ERP/IT support of Value not less than Rs 1.02/- Cr with customer from the government/ PSU sector OR MNC/Big Corporate	we would request if PO value of 80 Lakhs can be considered instead of 1 Cr for qualification criteria.	suitable corrigendum issued
55	M/s Qspair	25	Chapter 4-A	Pre Qualification Criteria	Should have at least 150 personnel of ERP on its own payroll	Requesting Railtel to reduce number of employees of the organization to 70 to be eligible to participate in the bid.	Tender Document is clear
56	M/s Qspair	14	Chapter 3-A , 2.1	Oracle EBS R12 – Onsite/Off Site –Resource Requirement	Oracle EBS R12 – Onsite/Off Site –Resource Requirement	Reduce the number of compulsory required resources on onsite to be able to bid a cost effective proposal to Railtel.	Tender Document is clear
57	M/s Silver Touch	25	Chapter 4-A	Pre Qualification Criteria	Bidder must have at-least single order/ contract for ERP/IT support of Value not less than Rs 1.02/- Cr with customer from the government/ PSU sector OR MNC/Big Corporate	Will single order/ contract for ERP/IT support of Value not less than Rs 1.02/- Cr with customer from the government/ PSU sector OR MNC/Big Corporate other than Oracle EBS suffice the tender document need?	suitable corrigendum issued
58	M/s Silver Touch	25	Chapter 4-A	Pre Qualification Criteria	Bidder should have one direct order from government/ PSU sector for ERP Support	Will one direct order from government/ PSU sector for ERP Support other than Oracle EBS suffice the tender document need?	suitable corrigendum issued