



TRIPURA STATE ELECTRICITY CORPORATION LIMITED

(A Govt. of Tripura enterprise)

No. F.AGM/DP&C/IPDS/ERP(C)/2018-19/ 3837

Dated, Agartala, 08/06/2018

Corrigendum

Name of Work: - Engagement of ERP Consultant/Project Management Agency (PMA) for analysis of requirement, preparation of DPR, Bid Process Management including RFP and Project Management in respect of implementation of an integrated Enterprise Resource Planning solution and integration with the existing systems for the Tripura State Electricity Corporation Ltd

NIT No. AGM (DP&C) /IPDS/ERP(C)/01 dt.21/05/2018

Tender ID: - 2018_POWER_1141_1

1. Please read Clause no. 5 of NOTICE INVITING e-TENDER (Page-1):

33 Months (as per IPDS PMA Guidelines), from the date of Agreement signing (Agreement to be signed within 15 day from the date of issuance of Lol/LoA)

2. Please read at the end of Clause no. 12, Liability (Page-15):

Additional Point (Last Bullet):

- Subject to the above, the aggregate liability of the Consultant, under this Contract, regardless of the form of claim shall not exceed 100% of the contract value.

3. Please read Clause no. 13, PATENTS & COPYRIGHT (Page-15 & 16):

If a third party claims that a product delivered by the Contractor to TSECL infringes that party's patent or copyright, the Contractor shall defend TSECL against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Contractor.

~~Remedies: If such a claim is made or appears likely to be made, TSECL would permit Contractor to enable TSECL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, TSECL agrees to return the product to Contractor on Contractor's written request. Contractor will then give TSECL a credit equal to for the product. TSECL's net book value (provided TSECL has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by TSECL or 12 months' charges (whichever is lesser) and for materials/services the amount paid by TSECL for the materials/services. These will be Contractor's entire obligation regarding any claim of infringement.~~

4. Please read at the end of Clause no. 32, Taxes & Duties (Page-20):

Additional Point (Last Bullet):

- GST will be paid at prevailing rate.

5. Please read at the end of Clause no-43, FORMATS AND SIGNING OF BID (Page-21):

Additional Line:

- Copy of Board Resolution is also acceptable.