

ASSAM ELECTRICITY GRID CORPORATION LIMITED



REQUEST FOR PROPOSAL (RFP) FROM INDIVIDUAL CONSULTANT FOR CONSULTANCY SERVICE FOR ERP IMPLEMENTATION IN AEGCL

Tender mode - E-Tender, Single Stage – Two Envelope

RFP Identification No: AEGCL/ERP/2018/RFP/01(R) Dtd. 23.05.2019

To be submitted online in the e-tender portal <https://www.assamtenders.gov.in>

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SECTION - I INTRODUCTION

1.1. OVERVIEW OF AEGCL

Assam Electricity Grid Corporation Limited (AEGCL) is one of three successor companies of erstwhile Assam State Electricity Board (ASEB) after unbundling of ASEB in line with the provisions of the Electricity Act 2003. The restructuring process involved a complex and challenging change management exercise. The Power transmission and transformation assets of ASEB were transferred to AEGCL to handle the Power transmission business in the state of Assam. At present AEGCL is the power state transmission utility in Assam.

AEGCL at present has the following network capacity -

- EHV Substation -65
- EHV Transmission line- 6367 KM
- Transformation capacity – 6158 MVA
- Load handling capacity – 2072.5
- OPGW – 1373 KM

AEGCL has undertaken substation and transmission line construction projects under different funding schemes which are continuously adding to its network capacity.

1.2. NEED FOR ERP IN AEGCL

The existing business model, which is a full-service utility model, available internal human and technical resources for Planning and Engineering, Project Management, Financial Management, Human Resource Management and Environmental & Social Safeguards Management is inadequate. The utility is still using manual processes for all its operations which are error prone and time consuming. The best practices have not yet been adapted for operational activities. AEGCL therefore, intends to put in place an Enterprise Resource Planning (ERP) system to streamline operations of all departments through an integrated system.

1.3. OBJECTIVE OF THE RFP

AEGCL's operational activities of Finance & Accounting, Asset Management, Human Resource Management, Inventory Management, Maintenance, Project Management, Document Management etc., are key areas that would be integrated through the ERP package.

Through this RFP, **AEGCL intends to hire an expert**, having good experience of ERP solution and sufficient knowledge of designing IT system to support ERP solution, to assist AEGCL in selecting an experienced implementing agency for implementation of ERP solution in AEGCL. Initially assignment is to engage a consultant who will be associated with the AEGCL, right from conceptualization till implementation and its technical and financial closure.

SECTION-II INSTRUCTION TO BIDDERS

2.1. Request for Proposal

The Chief General Manager (T&T) on behalf of Assam Electricity Grid Corporation Limited (AEGCL) (hereinafter referred to as "the Purchaser" or "AEGCL"), issues this RFP Document inviting proposals from experienced individuals for providing "Consultancy service for implementation of ERP Solution".

2.2. Section in this RFP

This RFP Document comprises of the following sections –

SECTION I	INTRODUCTION
SECTION II	INSTRUCTIONS TO BIDDERS(ITB)
SECTION III	DATA SHEET
SECTION IV	ELIGIBILITY CRITERIA
SECTION V	METHOD OF SELECTION
SECTION VI	SCOPE OF WORK
SECTION VII	SPECIAL CONDITIONS OF CONTRACT(SCC)
SECTION VIII	BIDDERS RESPONSE FORMS
SECTION IX	CONTRACT FORMS

Bidders are requested to read complete RFP before submitting their proposal.

2.3. Clarification of Bidding Document

- 2.3.1. A prospective Bidder requiring any clarification of the RFP document shall contact the Purchaser in writing at the Purchaser's address indicated in [data sheet \(Section-III\)](#) or raise his enquiries during the pre-bid meeting.
- 2.3.2. **The Purchaser will respond to any request for clarification, provided that such request is received no later than three (3) days prior to the date fixed for prebid meeting. The queries received after the prebid meeting shall not be entertained.** The Purchaser's response shall be in writing with copies to all Bidders who have submitted tender fee, including a description of the inquiry but without identifying its source.
- 2.3.3. Should the Purchaser deem it necessary to amend the RFP document as a result of a request for clarification, the same will be done and uploaded in AEGCL's official website as well as in e-tender portal.

2.4. Site visit

2.4.1. The Bidder is advised to visit and examine the sites where the works are to be carried out and its surroundings and obtain for itself on its own responsibility any information that may be necessary for preparing the proposal. The costs of visiting the sites shall be at the Bidder's own expense. AEGCL at present has following offices/SS/establishment: -
Corporate office, SLDC, GM Office – 4, Circle office – 8, Division office – 28, Grid substation- 65, MRT workshop -1.
In general, consultant can take up business process studies in offices located in and around Guwahati. However, in certain scenarios Consultant may have to visit few locations outside Guwahati.

2.4.2. The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

2.5. Pre-bid meeting

2.5.1. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the [data sheet](#). The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

2.5.2. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than **3 (three) days** before the pre-bid meeting.

2.5.3. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have paid the tender fee. Any modification to the RFP document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of a Corrigendum/Addendum and not through the minutes of the pre-bid meeting. Any such corrigendum/addendum shall be published only in the official website of AEGCL and e-tender portal.

2.6. Amendment of Bidding Document

2.6.1. At any time prior to the deadline for submission of bids, the Purchaser may amend the RFP document by issuing addenda. Any addendum/corrigendum issued shall be part of the Bidding Document and shall be uploaded in AEGCL's official website as well as in e-tender portal.

2.6.2. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

2.7. Preparation of Bids

2.7.1. Cost of Bidding - The Bidder shall bear all costs associated with the preparation and submission of its proposal, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.7.2. Language of Bid -The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.8. Submission of proposals

2.8.1. On-line submission

The Techno-commercial proposal as well as Price proposal should be submitted through e-tender portal <https://assamtenders.gov.inonly>.

For Techno-commercial bid, all forms and supporting documents duly signed and stamped are to be uploaded to the e-tendering portal.

The Price Bid must be submitted in the Price Schedule provided on the e-tendering portal as per the online format.

2.8.2. Physical documents

Following documents are to be submitted in hard copy prior to opening of Technical proposal –

- a) Tender Fee
- b) Bid security

If asked by the purchaser, bidder shall submit hard copy of any other the documents required for evaluation of the proposal.

2.8.3. End date for Submission of proposals

End date for submission of proposals is indicated in the [data sheet](#). The Purchaser may, at its discretion, may extend the end date for the submission of bids by publishing a corrigendum, in which case all rights and obligations of the Purchaser and Bidders previously subject to the end date shall thereafter be subject to the end date as extended.

The e-tendering portal shall allow the bidders to submit proposals up to the date and time specified in datasheet as per Server Clock of the e-tender portal. Bidders are advised to submit their proposal well in advance of the deadline for submission of bids to avoid any last minute difficulties. AEGCL shall not be responsible for any technical glitches in e-tender portal.

2.9. Documents Comprising the proposal

2.9.1. The techno-commercial proposals submitted by the Bidder shall comprise the following:

- (a) **Proposal submission form;**
- (b) **Bid Security**
- (c) **Information sought for by the forms provided in [Section VIII](#)**
- (d) **Documents required to establish bidders eligibility and**
- (e) **Any other document required in the [data sheet](#).**

2.9.2. The Price Bid submitted by the Bidder shall comprise the following:

- (a) Filled in Price Schedules as per schedules provided in the e-tendering portal.

2.10. Bid Prices

2.10.1. The Schedules do not generally give a full description of the services to be performed under each item. Bidders shall be deemed to have read the [Scope of Works](#) and other sections of the RFP document and to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.

2.10.2. Bidders shall quote for the entire scope of works on a “single responsibility” basis such that the total bid price covers all the Consultant’s obligations mentioned in or to be reasonably inferred from the RFP document.

2.11. Tender Fee

2.11.1. Bidders are requested to download the RFP from e-Tender portal <https://www.assamtenders.gov.in> or official website of AEGCL www.aegcl.co.in. No hardcopy of the RFP document will be provided from AEGCL office. However, bidders have to submit tender fee in the form of a demand draft/bankers cheque amounting to **Rs. 1,000.00 (Rupees one thousand)** only in favour of Managing Director, AEGCL payable at Guwahati in the form of DD/Bankers cheque and is to be submitted to the Chief General Manager (T&T) prior to one hour before the end date and time for submission of bid.

2.12. Validity of the proposal

2.12.1. Techno-commercial proposal and price proposal should be valid for a period specified in the [Data Sheet](#) from the end date for bid submission.

2.12.2. In exceptional circumstances, prior to the expiration of the bid validity, the Purchaser may request Bidders to extend the period of validity of their proposals. The request and the responses shall be made in writing. A Bidder may refuse the request without its bid security being forfeited. Bidders extending the bid validity shall be required to extend the validity of the bid security for a corresponding period. A Bidder granting the request shall not be required or permitted to modify its bid.

2.13. Opening of proposals

2.13.1. AEGCL shall conduct the opening of techno-commercial proposalsthrough e-tender portalin the presence of Bidder’s representatives who choose to attend, at address, date and time specified in [Data Sheet](#).Techno-commercial proposals shall be opened one at a time, and the following shall be read out and recorded.

- a) Name of the Bidder;
- b) Presence of documents to be submitted in hard copy as below
 - i. Bid security;
 - ii. Tender fee
- c) Any other details as the Purchaser may consider appropriate.

- 2.13.2. Proposals read out and recorded at opening stage, shall be considered for evaluation only. No RFP shall be rejected at the opening stage. The Purchaser shall prepare a record of the opening of Techno-commercial bids. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- 2.13.3. At the end of the evaluation of the techno-commercial proposals, the Purchaser will invite those bidders who obtained minimum qualifying technical score to attend the opening of the Price Bids. The date, time, and location of the opening of price bids will be intimated in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 2.13.4. All the Price proposals shall be opened one at a time and the following read out and recorded:
- a) the name of the Bidder;
 - b) the Bid Prices and
 - c) any other details as the Purchaser may consider appropriate.
- No Bid shall be rejected at the opening of Price Bids.
- 2.13.5. The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder and quoted price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

2.14. Evaluation of proposals

2.14.1. Method of selection

The Method of selection adopted for this RFP is QCBS (Quality & Cost Based Selection) system. Techno-commercial proposal of each bidder shall be evaluated and marks will be allotted as per scoring guideline given in [Section-V: Method of selection](#). Bidders who obtain minimum technical qualifying score for their techno-commercial proposals shall be eligible for opening of price proposal. Score for price bids shall be given based on lowest quoted price. Final score will be calculated from technical score and financial score. Bidder with highest final score of techno-commercial proposal and price proposal combines shall be the successful bidder. Details of evaluation methodology are given in [Section-V: Method of selection](#).

The scope of work is divided into two parts viz. Phase-I and Phase-II. However, for evaluation purposes and for selection of successful bidder, the price quoted for whole scope of work would be considered.

2.14.2. Confidentiality

Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any attempt by a Bidder to influence the Purchaser in the evaluation of the bids or contract award decisions may result in the rejection of its bid. However, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing duly signed by an authorized representative.

2.14.3. Clarification of Bids

- a) To assist in the examination, evaluation, and comparison of the Techno-commercial and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the substance of the Techno-commercial proposal or prices in the Price proposal shall be sought, offered, or permitted, except to confirm the correction of any arithmetic errors discovered by the Purchaser in the evaluation of the price proposals.
- b) If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its proposal may be rejected.

2.15. Award of contract

2.15.1. Award Criteria

The Purchaser will award the Contract to the successful Bidder who has highest final score.

2.15.2. Notification of Award

Prior to the expiration of the period of validity of the proposal, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter called "Notification of Award" or "NoA" shall specify the sum that the Purchaser will pay the consultant against its services under the scope of the contract.

- 2.15.3. Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract between the Purchaser and successful bidder.

2.16. Signing of Contract

- 2.16.1. Within **twenty one (21) days** of issue of the Notification of Award, the successful Bidder shall be required to sign the Contract Agreement.
- 2.16.2. Initially AEGCL will sign contract for Phase-I only (i.e. for Activity A, Activity B and Activity C). Contract Price shall be the amount quoted for Phase-I by the successful bidder subject to specifications mentioned at Sl. No. 8 of DATA SHEET.
- 2.16.3. After completion of Phase-I, AEGCL may at its own discretion, subject to satisfactory performance of the consultant under Phase-I contract, may enter into contract for Phase-II (Activity D) with the successful bidder.
- 2.16.4. The contract signing shall take place at the premises of the Purchaser.

2.17. Performance Security

- 2.17.1. Within **fifteen (15) days** of the issue of NoA from the Purchaser, the successful Bidder shall furnish the performance security in the form BG/DD/FD in accordance with the special conditions of contract, using for that purpose the Performance Security form (for BG) included in the Section-IX of this RFP document.
- 2.17.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Purchaser may award the Contract to the next highest ranked Bidder who is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION-III
DATA SHEET

Sl. No.	Item	Description
1.	Name of the Assignment	Consultancy Service for implementation of ERP in AEGCL
2.	The Name and address of the purchaser	Assam Electricity Grid Corporation Ltd (AEGCL) Bijulee Bhawan, Paltanbazar, Guwahati-1.
3.	The address for submission of physical documents for Bids, clarification regarding bid	The Chief General Manager (T&T) Assam Electricity Grid Company Ltd. 1 st Floor, Bijulee Bhawan, Paltanbazar, Guwahati-1.
4.	Date and Venue of Pre-bid meeting	14:00 Hrs. of 06.06.2019 1 st Floor, Bijulee Bhawan, Paltanbazar, Guwahati-01
5.	Bid Security/ Ernest Money Deposit (EMD)	Ernest Money Deposit of Rs. 25,000.00 (Twenty Five Thousand only) in the form of Demand Draft/Bankers Cheque/FD in favour of Managing Director, AEGCL, payable at Guwahati.
6.	The date and time of submission of proposals	Tender Start date and time: 10:00 Hrs. of 24.05.2019 Tender Submission Start date & time: 16:00 hrs. of 02.06.2019 Tender submission End date & time :13:00 Hrs. of 14.06.2019 Tender opening date& time: 14:00 Hrs. of 15.06.2019
7.	Validity of proposal:	One Hundred Eighty (180) days from the end date for bid submission.
8.	Price basis	While submitting the Price Proposal, the bidders should note that the PHASE-I bid price should not exceed 60% of total (i.e. PHASE-I+PHASE-II) quoted price. In the event of bidder quoting more than 60% of the total price in PHASE-I, AEGCL shall consider only 60% of total quoted price as contract price for PHASE-I, the remaining amount shall be adjusted in the PHASE-II contract (if awarded). The prices quoted by the Bidder shall be FIRM for entire period of the Contract. No price variation shall be applicable.
9.	Commencement of the Assignment:	From the date of issue of Notification of award.
10.	Completion period	Tentative completion period envisaged are Phase I – 9 months from commencement. Phase II – 15 months from signing of contract agreement with ERP implementing agency.

SECTION-IV

ELIGIBILITY CRITERIA

4.1. General

- 4.1.1. The eligibility criteria listed under this section are **mandatory prerequisite conditions** for a Bidder to be eligible to submit his proposal. Proposals of Bidders meeting the eligibility criteria will be evaluated as per scoring methodology to determine its qualification.

4.2. Eligibility of Bidders

- 4.2.1. **To be eligible to bid against this RFP, the bidder should be an Individual consultant having GST registration number. In the event of Bidder not having GST Registration number, he will be allowed to participate in the bid subject to GST registration after the award of consultancy job.**
- 4.2.2. Consultant having any affiliation to any Consultancy Firms that are a sister concern of ERP product OEMs are not qualified to participate in this RFP.

4.3. Experience / Undertakings:

- 4.3.1. The consultant should have at least 10 (ten) years of General Experience in consultancy services and 3 (three) years of specific experience (relevant to assignment).
- 4.3.2. Individual bidder having experience of providing consultancy as individual consultant OR as associate/partner/employee of any firm/company shall be considered, provided supporting documents with regard to such experience is submitted. Provided, further that the scope of such project and role of the consultant in such projects shall be considered for evaluation on the basis of supporting documents submitted by them.
- 4.3.3. The Consultant must have previously providing consultancy for implementation of packaged solution implementation like ERP, Business Process Re-engineering to reputed organizations/Govt./ PSU's in the last five years.
- 4.3.4. The consultant should have given consultancy services in at least one ERP consultancy projects in Government or Public Sector Undertakings in the last five years with the following scope- As IS study, To-Be design, preparation of ERP implementation roadmap, preparation of RFP and selection of ERP Implementing Agency, bid management for selection of ERP Implementing Agency, Preparation of change management strategy, training needs assessment etc.
- 4.3.5. Must have experience in providing ERP Consultancy for a project having at least 3 modules viz. - Finance, Human Resources and Material Management.

SECTION-V

METHOD OF SELECTION

5.1. Methodology for evaluation

5.1.1. QCBS (Quality & Cost Based Selection) system shall be adapted for selection of successful bidder. The weightage assigned is **70%(Seventy Percent) for technical score and 30%(Thirty Percent) for financial score.**

5.2. Responsiveness of proposals

5.2.1. The Purchaser shall determine to its satisfaction during the evaluation of Techno-commercial proposal whether a Bidder agrees to the commercial and other terms and conditions of the RFP.

5.2.2. Proposals shall be considered responsive if the documents requested in the RFP are submitted by the bidder, all forms duly filled in and there is no any substantial deviation from the requirements of the RFP.

5.2.3. Bids which are found to be non-responsive shall be summarily rejected and shall not be considered for technical evaluation through scoring.

5.3. Technical evaluation

5.3.1. The Technical evaluation will be done on the basis of the following criteria with maximum marks of 100. The weightage for each factor of the criteria shall be follows:

Sl. No.	Criteria	Scoring methodology	Supporting document Required	Maximum Marks for each criteria
A	Educational Qualifications			10
A1	Educational and Professional Qualification	i. BE/B. Tech/ Bachelor degree in Applied Physics and Electronics or MCA degree holder – 3(three) marks ii. MBA or PMI Certification- seven (7) marks	Scanned copy of signed detailed Resume along with self attested copy of educational Certificates.	10
B	Bidder's Project Experience			45
B1	IT Consultancy for reputed organisation.	i. 8(eight) marks for each project. ii. Additional 2(two) mark project in any Indian Govt. organisation.	Documentary evidence supporting the project experience.	10
B2	ERP Consultancy for Power Sector	i. Ten (10) marks for each project. ii. Additional five (5) marks for Public Sector Utility.	Documentary evidence supporting the project experience.	25
B3	ERP Consultancy in any other organisation having a turnover of min 500 crore (Excluding Power Sector)	i. 8(eight) marks for each project. ii. Additional 2(two) marks if ERP consultancy is done for any State or Central Govt. utility.	Documentary evidence supporting the project experience.	10
C	Approach and Methodology			20
C1	Methodology for As-Is study and To-Be design	Marks will be given based upon literature.	Write up on detailed Methodology	5

Sl. No.	Criteria	Scoring methodology	Supporting document Required	Maximum Marks for each criteria
C2	Methodology for Bid Management	Marks will be given based upon literature.	Do	5
C3	Methodology for Program Management	Marks will be given based upon literature.	Do	5
C4	Methodology for Change management	Marks will be given based upon literature.	Do	5
D	Interview and presentation	Marks will be given based on Interview and Presentation to the Management.		25
<p>NOTE: -</p> <ul style="list-style-type: none"> (i) The interested bidders should mention the details of the projects related to each of these parameters in their CVs along with the name and contact details of each client where they have worked. AEGCL retains the right to contact such client to verify the claims made by them. Marks will be awarded for those projects based on the extent of similarity of the Consultant's role in those projects with the role assigned in AEGCL. (ii) Allocation of marks under above categories (A-C) will be based on the documentary response provided by the bidders. (iii) Allocation of marks under above categories (D) will be based on interview and presentation made to AEGCL Management. Each bidder, whose techno-commercial proposals are found to be responsive, shall be invited for interview and to give a presentation before the AEGCL senior management on Approach and Methodology the bidder is proposing for the consultancy. Details will be provided at a later date. (iv) The score obtained from above evaluation will be referred as Technical Score. (v) Minimum qualifying technical score shall be 50 (Fifty) (vi) In case of sl. No. C, the supporting documents should not contain more than 50 pages. 				

5.4. Price Proposal Evaluation

5.4.1. The financial proposals of only those bidders who score 70 marks or more in technical evaluation shall be opened for evaluation.

Scoring for price proposals shall be done as below:

Financial Score of lowest quoted bidder = 100

$$\text{Financial Score of any other bidder} = \left(\frac{\text{Price of lowest responsive Bidder}}{\text{Price quoted by that bidder}} \right) \times 100$$

5.4.2. For evaluation and scoring purpose price excluding taxes shall be considered.

5.4.3. If price proposals contain unreasonably low price, the Purchaser shall ask the consultant concerned for clarification of such an offer. Based upon the response received from the consultant to ensure appropriate execution during the contract stage, before concluding the evaluation.

5.5. Ranking of proposals

5.5.1. Final score shall be calculated based on technical score and financial score as below:

T: Technical score
F: Financial score

The Final Total score will be worked out by adding the weighted marks on technical and financial proposals i.e. Final Score for particular bidder

$$\text{Final Score} = T \times 0.70 + F \times 0.30$$

Once the final scores for each proposal have been calculated, they shall be ranked from highest to lowest. In the event two or more proposals have the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked higher and the next highest technical score will be ranked lower. After the final ranking, the highest-ranked consultant shall be notified NoA.

SECTION – VI

SCOPE OF WORK

6.1. Broad Scope

The broad scope work shall cover the following activities. Bidders are requested to go through detailed scope before submitting their proposal. The scope of work is divided into two phases as mentioned below. AEGCL intends to engage the consultant in both Phase I and Phase II for providing consultancy service for ERP implementation.

Phase-I

1. Pre- implementation –Inception Phase, As IS study, To-Be design, preparation of ERP implementation roadmap,preparation of RFP and selection of ERP Implementing Agency, bid management for selection of ERP Implementing Agency
2. Change management – Preparation of change management strategy, training needs assessment etc.

Phase-II

1. Implementation –ERP implementation program management, Progress monitoring, coordination monitoring etc:
2. Change management- Managing changes in implementation and post implementation phases to ensure that project is in line with RFP to fulfil the entire objective of ERP.
3. Post Implementation – post implementation audit, Financial and technical Closure etc.

Since ERP rollout is a continuous process, therefore, the consultant should be present during different stages of the project viz. DPR approval by the Board of Directors/AERC/Funding Agency,pre-bid meeting and evaluation of bids (Technical/ Financial), award of contract; pre-production, production, go-live, preparation of manual, training, handing over. The consultant shall be required during maintenance period for supervision of overall working/functioning/ troubleshooting/ customization by the Implementing Agency for AEGCL.

6.2. DETAILED SCOPE

The detailed scope, but not limited thereto, under each phase is given below.

6.2.1. Phase I: Pre-implementation –Inception Phase, Preparation of AS-IS, TO-BE documents, RFP for selection of ERP Implementing Agency, pre-implementation change management.

6.2.1.1. INCEPTION PHASE

The Inception Phase will consist of the following

- preparation of inception report covering agreed project plan/ counterpart teams/ study locations and project institution mechanisms

6.2.1.2. Activity A: As-Is Assessment

The As-Is assessment phase will consist of the following key activities.

A.1 Assessment of Processes

- Study organizational hierarchy, department, roles, work flow, responsibilities and Delegation of Power(DoP) of personnel/officials within AEGCL including SLDC.
- Study the existing capacities in terms of available manpower, skills and competencies in AEGCL to identify and address the gaps keeping in view the future requirements.
- Study the existing procedures/processes within the organizational functions such as Human Resources, Payroll, Finance and Accounting, Energy Metering and billing, Tariff Management, Asset Management, Operation & Maintenance Management, Materials Management and Procurement, Work Clearance Management, Project Management, Document Management System and any other business processes.
- Study the procedures in place to manage the available data of the above mentioned functions, whether manual-entry, automated, combination of manual and automated, in hard-copy/ soft-copy and involvement of any outsourcing agency etc.
- Study and identify exiting areas/processes that leads to erroneous data, duplicity of data and redundancy of processes etc. faced currently in the various business functions listed above.
- Study the key entities that play a role in the business processes of the above mentioned functions.
- In order to undertake the studies, the consultant shall have to visit designated field offices and consult the officers concerned.

A.2 Assessment of existing IT and communication infrastructure

- Study the available IT infrastructure including communication infrastructure (E.g. PLCC, OPGW) being used and to be created by AEGCL along with their user departments and functionalities.
- Study the usage of various existing and to be used software applications and identify the challenges faced at various levels.
- Study various aspects of existing Applications (SAS, EMS SCADA etc) and to be used applications like licensing, possibility of integration, application maintenance procedures, operating system, databases, architecture, any enhancement plans that are being undertaken etc.
- Study the functionalities/processes that are supported by the existing and to be used applications.
- Study the hardware available at headquarters and other offices and assess possibilities to leverage the existing capacities more effectively in future.
- In order to undertake the studies, the consultant shall have to visit designated field offices and consult the officers concerned.

6.2.1.3. Activity B: To-Be Design

Based on the detailed assessment conducted in the As-Is assessment phase, the consultant should recommend best suitable ERP functionality architecture and supporting IT infrastructure based on the following objectives meeting AEGCL's requirement:

- For a state of the art data centre facility or cloud based or a combination.

- Establishment of best practices as part of ERP suitable to AEGCL.
- Transmission and transformation business specific requirements.
- Implementing the technology design based on leading industry standards while addressing the need for scalability and flexibility without undermining the data integrity and transparency required for enabling the processes.
- Leveraging various existing and planned components of IT solutions.
- Ensuring integration as necessary with various existing and planned IT solutions.

The following are the activities envisaged as part this phase.

B.1 Solution Design for ERP

Based on the assessment of processes undertaken as part of the As-Is assessment phase, the consultant in discussion with AEGCL shall identify and propose the ERP modules to be adopted based on consideration of various aspects such as strategy for procurement of the modules, options for phased implementation, merits of each module etc.

- Consultant will take into consideration AEGCL's need to manage and administer specific business requirements as part of the ERP solution and validate the same with concerned departments.
- Consultant will take into consideration the legacy applications which are required to be continued as per AEGCL's needs and design the solution keeping in mind the integration with the legacy applications.
- Consultant will discuss with AEGCL to design and finalize the likely ERP modules to be adopted viz. Financial Management, HR Management, Asset Management, Risk Management, Maintenance Management, Materials Management and Procurement Management, Energy Chain Management, Project Management, Document Management, Work Clearance Management, Energy metering and billing etc. Consultants will have to ensure that there is no duplication of any work vis-a-vis AEGCL with any other projects and initiatives undertaken by AEGCL
- Consultant shall suggest suitable Business Intelligence (BI) tools in the ERP structure to ensure that both BI and ERP can be integrated for decision making.
- Consultant will discuss with AEGCL on the other critical requirements of the ERP solution (ex. Training, Change Management), and formulate a strategy and roadmap for addressing these requirements.
- Consultant will develop the technical architecture and the solution architecture for implementing the ERP solution.
- Consultant will develop the licensing requirements of the ERP solution based on usage requirements of AEGCL.
- Consultant will discuss and finalize the scope of the implementation, and the approach for phased implementation.
- Consultant shall evaluate standard features & capabilities of the relevant ERP Commercial Of-The-Shelf (OTS) software solutions available and widely adopted.
- Consultant shall draft the detailed Functional Requirement Specifications (FRS) for each module. This can be included as specifications in the Terms or Reference for the selection of the Implementation Agency.
- Consultant shall discuss the draft requirements with AEGCL prior to finalizing the same.

- Consultant shall also identify and incorporate the unique/custom requirements of the Process Owners of the concerned business functions of AEGCL.
- Consultant shall Conduct Presentations & Workshops for building common vision and understanding of BI and the ERP system and developing best business practices.
- Consultant shall prepare best suited IT Roadmap and ERP implementation project plan including the strategy before buying and installing ERP system as per approved budgetary plan.
- Consultant shall prepare a Detailed Feasibility Report covering the scope of work, budgetary estimate, Information System architecture, documentation and work flow etc.
- Consultant shall assist in re-engineering and identifying organization obsolete functions in the organization - oriented management practices and to recommend for ERP based process or change / customize ERP and use BI for customization in consultation and in agreement with AEGCL.

B.2 Designing IT Infrastructure

- The existing IT infrastructure as well as the infrastructure planned under any other scheme for AEGCL HQ as well as other offices shall be assessed before defining additional requirements of IT infrastructure.
- Consultant shall suggest reliable and redundant communication infrastructure required for the proposed ERP system, taking into account the existing communication system of AEGCL and ensuring its optimal utilization.
- Prepare IT security/access policy to access application over Internet, VPN or MPLSNetwork including AEGCL's existing network.
- Consultant shall recommend the best IT infrastructure based on functional requirements and cost-benefit analysis different available options viz. data centre (DC), cloud based solution etc.
- Consultant shall prepare an IT strategy for implementing an integrated enterprise-wide information system including IT & Communication infrastructure in short term and long term perspective that support the suggested business processes and for achieving the corporate goals and objectives. This shall include Application architecture clearly highlighting the coverage of proposed ERP system and other add-on packages.
- Consultant shall estimate and develop the specifications for all the IT infrastructure components required for deploying the ERP systems in HQ and other offices of AEGCL, including:
 - i. Desktops, Hardware, Network requirements and peripherals
 - ii. Servers
 - iii. Storage Devices
 - iv. Network Devices
 - v. Network Connectivity
 - vi. Security Devices
 - vii. Software
 - viii. Any other components that may be required.
- Asses the office space and furniture requirements for the Data Centre and other relevant places.

- Consultant shall suggest ways and means to leverage the existing investments in IT infrastructure before detailing out the additional capital (CAPEX) and operational (OPEX) expenditure based on the estimate developed
- Consultant shall adopt latest technology standards and practices for developing the specifications for the required IT infrastructure.
- Consultant shall draft detailed requirements that can be included as specifications in the Terms of Reference for the selection of the Implementation Agency.

B.3 Preparation of the IT Budget (Capital & Operational Expenditure)

- Based on the specifications prepared for various IT products and services identified, the Consultant shall prepare a Detailed Project Report
- Detailed IT Budget with CAPEX and OPEX outlay required for undertaking the proposed initiatives.
- This budget should clearly state CAPEX and OPEX investments as well as year-on-year annual budget requirements
- Consultant shall assist AEGCL in seeking approval of the IT budget from the concerned authorities/funding agencies.

6.2.1.4. Activity C: Selection of Implementing Agency

Based on the finalization of the IT goods and services, the consultant shall prepare Request for Proposal (RFP) in consultation with AEGCL for the procurement, implementation and management of the ERP solution and for the selection of a qualified and capable implementing agency.

C.1 Preparation of tender documents for the ERP solution

Based on the type of data centre facility, list of IT goods and services identified and the corresponding specifications defined, the consultant shall prepare a Request for Proposal (RFP) for selection of the implementation agency.

The RFP should incorporate the procurement strategy established as part of the previous activities.

To prepare tender document i.e. Request for Proposal (RFP)/ NIT document for selection of an Implementation Agency to deliver the ERP software product, required hardware and data center facility to be established along with requisite hands on training. This should cover the scope of work, technical & functional requirements of the ERP system as well as the commercial, contractual terms & conditions etc. The RFP will also include the draft contract for the project implementation partner.

All relevant sections/volumes of a Request for Proposal that include but not limited to the following shall be prepared:

- i. Pre-qualification Criteria
- ii. Evaluation Criteria
- iii. Scope of work
- iv. Technical Specifications

- v. Timelines, Milestones and Deliverables
- vi. Instructions to Bidder
- vii. General Conditions of Contract
- viii. Special Conditions of Contract
- ix. Service Level parameters etc.

C.2 Assistance in Bid Management

- Consultant shall assist AEGCL in preparing advertisement inviting Tender and correspondence with the bidders.
- Consultant shall assist AEGCL in co-coordinating Pre-Bid Meetings, clarifying and responding to queries from bidders, etc.
- Consultant shall assist in preparing corrigendum, if required, to be released as part of the RFP and in communicating the same to bidders.
- Consultant shall assist AEGCL in evaluating the technical proposal received from the bidders as per the evaluation criteria finalized and laid out in Request for Proposal.
- Consultant will assist AEGCL in evaluating the presentations by the bidders.
- Consultant will assist AEGCL in evaluating the Financial Proposals and in working out the total cost of ownership.
- Consultant shall prepare a Vendor Evaluation Report as an outcome of the evaluation and assist AEGCL in finalization of the successful bidder.
- Consultant will assist in technical evaluation for selection of ERP product and Implementation Partner. The consultant will provide all necessary assistance during the technical evaluation of tenders in selecting the technically qualified vendor. This would include assisting AEGCL in short-listing of qualified bidders, evaluation of technical proposals, evaluation of financial proposals, and determination of final ranking of proposals and recommending selection of the ERP vendor and Implementation Partner and hardware to AEGCL.
- Facilitate submission of the draft documents and evaluation of results to ADB for review and approval.
- Assist in finalizing award and signing of Contract Agreement.
- Conduct financial management and accountability study to improve accounting and auditing systems.
- Carry out other relevant tasks as may be requested for achieving the objectives.

C.3 Assistance to AEGCL in Contract Finalization with the Implementing Agency

Consultant shall assist in negotiations with successful bidder and in finalizing the contract with the selected bidder/Implementing Agency. Consultant shall be responsible for preparing Service level Agreement (SLA) for ERP implementation contract between AEGCL and Implementing Agency.

C.4 Assistance in formation of AEGCL's Project Team

- Consultant shall assist AEGCL in identifying and forming the team consisting of program lead, process owners of different business functions, subject matter experts, technical team, and data migration team.

- Consultant shall assist AEGCL to identify the single-point-of-contact for each module for the effective coordination with the implementation team during the project phases.
- Consultant shall assist AEGCL to identify AEGCL's Project Team Members across all geographic locations under scope. Form a competency centre comprised of key management from both IT and line management functions.

6.2.1.5. Change Management

Following change management activities shall also be in the scope of the consultant –

- Training Needs Assessment for ERP implementation in AEGCL
- Consultants shall provide assistance in effectively strategizing and preparing the change management plan by way of discussions with the Purchaser. The CM plan should include as a minimum
 - i. Training and coaching plans
 - ii. Resistance management plan
 - iii. Communication plans
 - iv. Progress measuring and gap mitigation strategy

6.2.2. Phase II: Implementation program management, Implementation-change management:

Consultant shall assist AEGCL in program management of the ERP solution implementation which will be from initial studies by Implementation Agency through Pilot go-live and upto roll-out to all project locations. Consultant shall co-ordinate with various stake holders (AEGCL, ERP Implementing Agency etc.) and would assist AEGCL in key decision making and review of the work being undertaken during implementation and rollout. Described in the following sections are the key activities that will be executed during this phase.

Analysis of project management plan and implementation approach submitted by ERP Implementation Agency and assist AEGCL in identifying risk areas with risk management strategy.

- Assist in identifying skill required, top management roll, project team roll, key project deliverable milestone and activities working along with ERP implementation vendor.
- Prepare Review of Blue Print document prepared by ERP vendor.
- Conduct workshop on BI and ERP for Senior Management (two workshops of half day each).
- Review the BI and ERP training need proposed by ERP vendor for all levels of management.
- Assist in vetting of documents on specification of servers and data centre related IT infrastructure prepared by ERP vendor for the project.
- Participate in Steering committee meetings in reviewing the progress especially on technical issues.
- Vet the test script documents prepared by ERP vendor as well as integration test for Go-Live preparedness.
- Review the change management plan and the BI architecture prepared by ERP vendor.
- Review financial and management reporting, internal controls, auditing system and financial management assessment.
- Review of Go-Live parameters.

6.2.2.1. Monitoring and Review

- Consultant shall assist in reviewing the progress of the implementation of the ERP solution and the integration of the same with any legacy applications.
- Consultant shall review the conformity of the project plan in terms of schedule and milestones and provide weekly periodic status review updates to AEGCL.
- Consultant shall actively participate in project status review meetings with AEGCL and the implementing agency at various levels (ex. Steering Committee level, Project Management level) and assist in resolution of pending issues.
- Consultant shall identify and report issues that require attention of AEGCL.
- Consultant shall assist AEGCL in resolution of issues, escalations and conflicts management related to ERP implementation.

6.2.2.2. Review of Deliverables:

- i. Consultant shall track and review all deliverables of the Implementation agency and provide feedback to AEGCL and the implementation agency.
- ii. Consultant shall confirm the quality and adequacy of the deliverables as per the Terms of Reference/Contract with the implementation Agency.

6.2.2.3. Adherence to Service Levels

- Consultant shall assist AEGCL to develop a Service Level Agreement (SLA), between AEGCL and the implementation partner.
- Consultant shall conduct periodic review of implementing agency's adherence to the SLA and shall submit a periodic SLA Compliance Report to AEGCL and follow-up on the previous non-compliances by the implementation agency, if any.
- Consultant shall assist AEGCL in assessing penalties for non-compliance of SLA's if required.

6.2.2.4. Training and Change Management

- Consultants shall provide assistance in effectively strategizing and conducting the training plan and the change management plan by way of discussions with the Purchaser and the implementing agency.
- Planning for Knowledge Transfer and User Training -
 - i. Consultant shall assist AEGCL in reviewing and improving the knowledge transfer and training plan developed by the Implementation Agency.
 - ii. Consultant shall review and provide inputs for improving to the training content prepared by the Implementation Agency.
- Monitoring of training delivery -
 - i. Consultant shall monitor the delivery of training as per plan and provide feedback to AEGCL on the adequacy and effectiveness of the training.
 - ii. Consultant shall monitor training across the locations identified.
 - iii. Consultant shall collect feedback from training participants and assess the satisfaction levels.

- iv. Consultant shall review all materials used to conduct the training and shall provide feedback on the same to AEGCL.
- Consultant shall monitor the change management workshops which shall be conducted for the Business Process Owners and shall provide feedback on the same to AEGCL.
 - Consultant will assist AEGCL with the mapping of the new roles (resulting from the ERP implementation) with the roles/designations currently in place

6.2.2.5. Post implementation audit, financial and technical closure etc.

Consultant shall be responsible for preparing roadmap for post implementation management of ERP solutions. In addition the consultant shall assist in financial and technical closure and internal audit of ERP implementation.

6.3. DELIVERABLES

ERP consultant shall be responsible for following minimum deliverable. Estimated time frames for deliverables are mentioned against each deliverables. Bidders are however allowed to propose a different delivery schedule in their techno-commercial proposal. However, the deliverables for Activity A, B and C should be proposed to be completed with **9 (Nine) months** from Notification of Award.

Any other deliverables that can be inferred from the [SECTION VI - SCOPE OF WORKS](#) shall be in the scope of the consultant.

Activity No	Activity	Deliverable	Estimated time frame (D = Date of issue of NoA to ERP consultant)
PHASE-I			
INCEPTION PHASE:			
	Preparation of inception report covering agreed project plan/ counterpart teams/ study locations and project institution mechanisms	Inception report	D + 0.5 Months
ACTIVITY A: AS-IS ASSESSMENT			
A.1	As-Is assessment consisting of <ul style="list-style-type: none"> • Assessment of processes • Assessment of existing IT infrastructure • Assessment of IT infrastructure AEGCL has already planned. 	As-Is Assessment Report	D+1.5 Months
ACTIVITY B: TO-BE DESIGN			
B.1	Solution design for ERP	To-Be Design Document	D+3 Months
B.2	Designing of IT infrastructure	To-Be Design Document	D+3 Months
B.3	Preparation of the DPR (Detailed Project Report) IT Budget (Capital and Operational Expenditure)	IT Budget document	D+3 Months
B.4	Change management	Change management plan	D + 4 months
ACTIVITY C: SELECTION OF ERP IMPLEMENTING AGENCY			
C.1	Preparation of RFP document for the selection of ERP Implementation Agency	RFP Document	D + 4 Month

Activity No	Activity	Deliverable	Estimated time frame (D = Date of issue of NoA to ERP consultant)
C.2	Assistance in Bid management	Evaluation Report	D + 7 Months
C.3	Assistance in Contract Finalisation with ERP Implementing Agency	Draft Contract Document	D + 9 Month
C.4	Assistance in formation of AEGCL's Project Team with role and responsibilities	AEGCL's Project Team Structure Document	D + 9 Months
Phase-II			
**ACTIVITY D: PROGRAM MANAGEMENT OF IMPLEMENTATION AND ERP GO LIVE			
D.1	Review of Project Charter document submitted by the Implementation Agency and sign off by AEGCL.		
D.2	Verification and Confirmation on supply of ERP Application, Database and related software by the Implementation Agency		
D.3	Review of the 'AS-IS' study report of the Implementation Agency and sign-off		
D.4	Review of the Business Blu Print Document prepared by the Implementing Agency		
D.5	Review of the Bill of material on ICT items prepared by the Implementation Agency.		
D.6	Assistance to the purchaser on procurement, installation and commissioning of ICT items.		
D.7	Review of data digitisation/migration templates		
D.8	Review of Training and Change management		
D.9	Review of the User Acceptance Test(UAT) by the Implementation Agency and sign-off by AEGCL		
D.10	Review on completion of 1 st Go-live		
D.11	Review on completion of Full roll-out implementation		
D.12	Review on Stabilization Test (3 months after Full roll-out date)		
D.13	Any other activities related to Group D- Program Management of Implementation not covered under Pt. 1 to 13.		

****Note:** The estimated time frame for Activity D will be in line with the deliverables from the ERP implementing agency.

6.4. Support from AEGCL

AEGCL will provide the consultant with:

- Information about their existing operational processes and procedures that is required for understanding these processes/practices.
- Information about the existing IT and related infrastructure.
- Adequate man-hours for meetings and discussion, subject to due notice.
- Identification of trainees for each function;
- Reasonable space in AEGCL's offices while working on this assignment.
- Training facilities; and
- Any other data, service, facilities, etc. as mutually agreed.

SECTION VII

SPECIAL CONDITIONS OF CONTRACT

7.1. Definition of Terms

7.1.1. The following words and expressions shall have the meanings hereby assigned to them:

- a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time;
- b) “Contract” means the Agreement entered into between the Purchaser and the ERP Consultant together, including all attachments, appendices and all documents incorporated by reference therein.
- c) “Contract Price” means the price payable to the Consultant as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Month” means calendar month.
- f) “Year” means calendar year.
- g) “Delivery” means the transfer of the Goods and/or Services from the Consultant to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- h) “Completion” shall mean the completion of the scope of works by the Consultant in accordance with the terms and conditions set forth in the Contract.
- i) “GCC” means the General Conditions of Contract.
- j) “SCC” means the Special Condition of Contract.
- k) “Intellectual Property Rights” means patent, copyright, trademark, trade name, service marks, brands propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;
- l) “Personnel” means persons hired by the ERP Consultant as employees and assigned to the performance of the scope of contract or any part thereof.
- m) “Project” means all Activities covered under present contract;
- n) “Purchaser’s Country” shall mean India.
- o) “Purchaser” means Assam Electricity Grid Corporation Limited (AEGCL);
- p) “Services” means the work to be performed by the ERP Consultant pursuant to this Contract for the purposes of the Project, as described in the Scope of Works;

- q) “Subcontractor” means any natural person, a legal person or a combination of these, including its legal successors or permitted assigns, to whom any part of the execution of any part of the Services is subcontracted by the Consultant.
- r) “Consultant” or “ERP Consultant” means the legal person, whose proposal to perform the scope of work defined under this document has been accepted by the Utility and awarded the work by issuing a NoA.
- s) “The Site” shall mean all AEGCL locations/infrastructures/offices which are to be impacted by the proposed ERP implantation in AEGCL.
- t) “Third Party” means any person or entity other than the Government, the Purchaser, the ERP Consultants or any other party as implied by the usage and context.
- u) “OEM” means the Original Equipment Manufacturer of any equipment/system/software/product.
- v) “Kick off Meeting” or “KoM” means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the – ERP Consultant.
- w) “In writing” means communicated in written form with proof of receipt.
- x) “ERP Implementing Agency” or “Implementing Agency” means the agency which is finally entrusted with the job of implementation of ERP solution in AEGCL.
- y) “Party” means the “Purchaser” or the “Consultant”, as the context requires.

7.2. CONTRACT DOCUMENTS

- 7.2.1. Subject to Article 1. (Contract Document) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

7.3. LEGAL JURISDICTION

- 7.3.1. This Agreement shall be governed by and construed in accordance with the laws of India.
- 7.3.2. For any litigation arising out of the contract which cannot be resolved through mutual agreement or through Arbitration, the honourable Guwahati High Court will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

7.4. LANGUAGE

- 7.4.1. The ruling language of the Contract shall be English.

7.5. SCOPE OF SERVICES

- 7.5.1. The Services to be rendered by the consultant to purchaser shall be as specified in scope of works.
- 7.5.2. Unless expressly excluded in the [Scope of works](#), the Scope of services shall include all such items not specifically mentioned in the Contract price schedule but that can be reasonably inferred from the Contract as being required for successful completion of the contract.

7.6. SUBCONTRACTING

7.6.1. Consultant is in general not allowed to subcontract whole or any part of its obligation under the contract. However, in special circumstances, consultant may request the Purchaser for such assignment, citing in detail, circumstances requiring subcontracting. Purchaser, at its sole discretion may allow the consultant to subcontract whole or any part of its obligation under the contract. The decision of the purchaser in this regard shall not relieve the consultant from its obligation under the contract.

7.7. COMPLETION SCHEDULE

7.7.1. For the purpose of determining the completion time of the Contract, the date of issue of Notification of Award (NoA) shall be considered.

7.7.2. Completion of Services under the scope of the contract shall be in accordance with the Completion Schedule specified in the Contract Agreement.

7.7.3. Completion schedule may be extended if situation so warrants by mutual agreement between Purchaser and consultant.

7.8. CONTRACT PRICE

7.8.1. The Contract Price shall be as specified in Contract Price section of the Contract Agreement and shall be inclusive of taxes as applicable on the date of award of the NoA.

7.8.2. In the event of changes in rate of tax applicable on the service rendered by consultant under the contract or applicability of new taxes the additional cost towards the same shall be borne by the Purchaser.

7.9. TERMS OF PAYMENT

7.9.1. Payment up to 100% will be made against progressive monthly bills within four (4) weeks from the date of submission of bills less deduction of Retention Money amounting to 5% of the progressive bill. Retention money amount will be held by the Purchaser till the work under the scope of contract is successfully completed and the completion certificate is issued. For release of retention money, contractor has to apply along with the completion certificate. AEGCL shall pay the Consultant, subject to satisfactory performance of the contract, as per following milestone payment schedule. Satisfactory performance of the contract is measured by Milestones achieved, deliverables handed over to purchaser (and accepted by purchaser) and adherence to delivery schedule.

7.9.2.

Activity No	Activity	Deliverable	Estimated time frame (D = Date of issue of NoA to ERP consultant)	Mile stone payment
•	Inception Phase <ul style="list-style-type: none"> Preparation of inception report covering agreed project plan/ counterpart teams/ study locations and project institution mechanisms) 	Inception report	D+.5 Months	5% of the contract price
ACTIVITY A: AS-IS ASSESSMENT				

Activity No	Activity	Deliverable	Estimated time frame (D = Date of issue of NoA to ERP consultant)	Mile stone payment
A.1	As-Is assessment consisting of <ul style="list-style-type: none"> Assessment of processes Assessment of existing IT infrastructure Assessment of IT infrastructure AEGCL has already planned. 	As-Is Assessment Report	D+1.5 Months	10% of the contract price
ACTIVITY B: TO-BE DESIGN				
B.1	Solution design for ERP	To-Be Design Document	D + 3 Months	15% of the contract price
B.2	Designing of IT infrastructure	To-Be Design Document	D + 3 Months	
B.3	Preparation of the DPR (Detailed Project Report) IT Budget (Capital and Operational Expenditure)	IT Budget document, DPR	D + 3 Months	15% of the contract price
B.4	Change Management	Change management plan	D+ 3 Months	
ACTIVITY C: SELECTION OF ERP IMPLEMENTING AGENCY				
C.1	After approval of RFP document by AEGCL management for the selection of ERP Implementation Agency	RFP Document	D + 4 Month	15% of the contract price
C.2	Assistance in Bid management	Evaluation Report	D + 7 Months	5% of the contract price
C.3	Assistance in Contract Finalisation with ERP Implementing Agency	Draft Contract Document	D + 9 Month	15% of the contract price
C.4	Assistance in formation of AEGCL's Project Team with role and responsibilities	AEGCL's Project Team Structure Document	D + 9 Months	5% of the contract price
Balance 15% of contract price shall be released within 21 days from signing of contract with ERP Implementing Agency				
****ACTIVITY D: PROGRAM MANAGEMENT OF ERP IMPLEMENTATION				
D.1	Review of Project Charter document submitted by the Implementation Agency and sign off by AEGCL.			
D.2	Verification and Confirmation on supply of ERP Application, Database and related software by the Implementation Agency			
D.3	Review of the 'AS-IS' study report of the Implementation Agency and sign-off			
D.4	Review of the Business Blu Print Document prepared by the Implementing Agency			

Activity No	Activity	Deliverable	Estimated time frame (D = Date of issue of NoA to ERP consultant)	Mile stone payment
	Review of the Bill of material and RFP on ICT items prepared by the Implementation Agency			
	Assistance to the purchaser on procurement, installation and commissioning of ICT items.			
	Review of data digitisation/migration templates			
	Review of Training and Change management			
	Review of the User Acceptance Test(UAT) by the Implementation Agency and sign-off by AEGCL			
	Review on completion of 1 st Go-live			
	Review on completion of Full roll-out implementation			
	Review on Stabilization Test (3 months after Full roll-out date)			
	Any other activities related to Group D-Program Management of Implementation not covered under Pt. 1 to 13.			

****Note:** Mile stone payments for activity D will linked with the milestone of ERP Implementing agency. Bidders may submit Terms of Payment for Phase-II which will be finalized before contract signing of Phase-II.

- 7.9.3. Invoices along with all relevant documents are to be submitted to the CGM T&T, AEGCL, Bijulee Bhawan, Paltanbazar, Ghy-01. Payment shall be made from the office of the MD, AEGCL. The Managing Director, AEGCL shall be the paying authority.
- 7.9.4. Payment shall be made within thirty (30) days of the invoice date subject to satisfactory performance of Consultant's obligation under the contract.

7.10. PERFORMANCE SECURITY DEPOSIT

- 7.10.1. The successful bidder shall have to deposit to the extent of 5% (five percent) of the total value of the order as performance security in the form of Bank Guarantee (BG)/DD/FD from a nationalized or scheduled Bank of RBI, within fifteen (15) days of receipt of notification of award, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 60 days beyond the warranty/ Performance Guarantee period.

7.11. CONFIDENTIAL INFORMATION

- 7.11.1. "Confidential Information" shall mean the Work, Product and any and all information relating to the Purchaser's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, Consultants, markets, marketing, finances disclosed by Company either directly

or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- i. is in or comes into the public domain without breach of this Agreement by the Consultant,
- ii. was in the possession of the Consultant prior to receipt from the Company and was not acquired by the Consultant from the Company under an obligation of confidentiality or non-use,
- iii. is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Company, or
- iv. is independently developed by the Consultant without use of any Confidential Information of the Company

7.11.2. Unless otherwise agreed to in advance and in writing by the Purchaser, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services under contract or disclose the Confidential Information to any third party.

7.11.3. Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

7.12. LIQUIDATED DAMAGE

7.12.1. Liquidated Damage clause shall be invoked if the agreed delivery schedule is not complied with, and such delay is not caused by force majeure or circumstances related to the Purchaser.

7.12.2. For delay milestones schedule - The liquidated damages amount to 0.15% (Zero point one five percent) of the milestone invoice, for each day of delay, limited to a maximum of one hundred (100) calendar days.

7.12.3. For overall completion - The liquidated damages amount to 0.15% (Zero point one five percent) of the contract price, for each day of delay, limited to a maximum of one hundred (100) calendar days.

7.12.4. In any case, the total liquidated damage shall not exceed 15% of the contract price.

7.12.5. Once the aggregated "Liquidated damage" reaches 5% of the total contract price, the Purchaser may consider following actions:

- a) Complete the balance works from elsewhere giving notice to the consultant and to recover any extra expenditure incurred thereby for having to procure these services at higher price, at the risk and responsibility of the Consultant;
- b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Consultant and forfeit the Performance Guarantee;

- c) Declare it as a “Contractual Failure” and act in accordance with [Contractual Failure](#) clause of this section.

7.13. CONFLICT OF INTEREST

- 7.13.1. The ERP Consultant hired to provide services for the proposed assignment in AEGCL or any of its affiliates will not be eligible to work as ERP-Implementing Agency.
- 7.13.2. The ERP consultant shall not get associated with any of the bidders bidding for the role of ERP-Implementing Agency of AEGCL during the bid process or during the implementation of ERP in AEGCL.
- 7.13.3. AEGCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.

7.14. RIGHTS OF USE

- 7.14.1. All rights of use of any process, product, service or facility developed or any other task performed by the ERP Consultant during execution of the engagement for the Utility would lie exclusively with Utility in perpetuity free from all liens, encumbrances and other third party rights and the ERP Consultant shall, wherever, required, take all steps that may be necessary to ensure the transfer of such ownership in favour of AEGCL.

7.15. AREA OF WORK

- 7.15.1. The ERP Consultant may be required to work anywhere in the geographical area of operation of AEGCL.

7.16. INTELLECTUAL PROPERTY

- 7.16.1. AEGCL shall own and have a right in perpetuity to use all newly created Intellectual Property which have been developed solely during execution of the Contract, including but not limited to all templates, reports, designs, records, application configurations, data and written material, products, specifications, drawing, source code and object code and other documents which have been newly created and developed by the ERP Consultant solely during the performance of Contract. The ERP Consultant should undertake to disclose all such Intellectual Property arising in performance of the Contract, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer the Intellectual Property Rights of AEGCL. The ERP Consultant shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied/ service provided by the ERP Consultant, the same shall be acquired in the name of AEGCL, and the same may be assigned by AEGCL to the ERP Consultant solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of AEGCL.
- 7.16.2. ERP Consultant shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights

of any person and the ERP Consultant shall keep AEGCL indemnified against all costs, expenses and liabilities however, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the ERP consultant or its personnel. In case of any infringement by the ERP Consultant, the ERP Consultant shall have sole control of the defence and all related settlement negotiations.

- 7.16.3. Subject to above sub-clauses on intellectual property, the ERP Consultant shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the ERP Consultant that existed before the effective date or starting date of the contract, whichever is earlier.

7.17. CONTRACTUAL FAILURE

- 7.17.1. In the event of contractual failure of any respect on the part of the Consultant, the Purchaser shall be entitled to operate security deposit or any deposit or any payment due to Consultant irrespective of whether his default relates to the particular orders or not towards the Purchaser's claim for damages arising out of the failure. In addition, the Purchaser may black-list or bans the Consultant or pending enquiry, suspend him or take any other steps considered suitable.

7.18. FORCE MAJEURE

- 7.18.1. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Consultant, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
 - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
 - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
 - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
 - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
 - (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 7.18.2. If either party is prevented, hindered from or delayed in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other party in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

7.18.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

7.19. DISPUTE RESOLUTION AND ARBITRATION

7.19.1. If at any time, any question, disputes or differences whatsoever shall rise between the Purchaser and the Consultant, upon or in relation to or in connection with the contract, either party may forthwith give notice to the other in writing of the existence of such question of dispute or difference.

7.19.2. The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to the contract through negotiations between authorised representatives of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of this Clause.

7.19.3. If the Parties are unable to resolve the dispute through negotiation the matter shall be referred to the adjudication of three Arbitrators, one to be nominated by the Purchaser the other by the Consultant and the third by the President of the Institution of Engineers (IoE), India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 60 (sixty) days after receipt of notice of the appointment of arbitrators then the President of the Institution of Engineers /retired or sitting Judge of India, as the case may be, shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the President of IoE making such an appointment shall be furnished to both parties.

7.19.4. The arbitration shall be conducted as per provisions of the Indian Arbitration Act, shall be held at Guwahati or any other place as may be decided by the Purchaser. The decision of the majority of Arbitrators shall be final & binding upon the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator.

**SECTION-VIII
BIDDERS RESPONSE FORMS**

FORM 1– PROPOSAL SUBMISSION FORM
(to be submitted on the letter head of bidder)

To:

The Chief General Manager
Assam Electricity Grid Corporation Limited
1st Floor, Bijuleebhawan
Paltanbazar, Guwahati-781001

Subject: Submission of Technical-commercial proposal for 'Consultancy Service for ERP implementation in AEGCL.

Ref: RFP No. AEGCL/ERP/2018/RFP/01(R)

Dear Sir,

I, the undersigned, declare that:

I, the undersigned, offer to provide consultancy services for implementation of ERP in AEGCL in accordance with your Request for Proposal referred above.

I have examined and have no reservations to the Bidding Documents, including Addenda issued. Further, I have read the sl. No. 8 of DATA SHEET and declare that I accept the conditions specified therein.

Our proposal consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 (One Hundred and Eighty) days from the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of bid validity. We understand you are not bound to accept any proposal you receive.

Date:

Place:

Signature:

Name:

Bidder's Project Experience

Form 3(A) - IT Consultancy for reputed organisation having order value more than 20 Lakh

Sl. No.	Brief of Assignment	Name of Customer & Customers Business	Role of Consultant	Award date	Schedule completion date	Actual completion date	Supporting documents enclosed

Form 3(B) - IT Consultancy ERP Consultancy for Power Sector Utility

Sl. No.	Brief of Assignment	Name of Customer & Customers Business	Role of Consultant	Award date	Schedule completion date	Actual completion date	Supporting documents enclosed

Form 3(C) - ERP Consultancy in organisation (Excluding Power Sector) having a turnover of min 500 crore at the time of order

Sl. No.	Brief of Assignment	Name of Customer & Customers Business	Role of Consultant	Award date	Schedule completion date	Actual completion date	Supporting documents enclosed

Form 3(D) - Consultancy in preparation of various manuals like Finance/Accounting Manual, HR manual etc. to an Indian organisation

Sl. No.	Brief of Assignment	Name of Customer & Customers Business	Role of Consultant	Award date	Schedule completion date	Actual completion date	Supporting documents enclosed

Note:

1. Bidder shall fill the forms viz. 3(A), 3(B), 3(C) and 3(D) separately. If forms are not filled in separately, purchaser at its discretion may not consider assignments for evaluation of bidder's project experience.
2. For a particular assignment, all columns should be filled in with correct information. If one or more column is left blank, the assignment may not be considered for evaluation at the discretion of the purchaser.
3. Bidders shall include the supporting documents establishing his/her experience.

Resume Format

Date: _____
RFP No. _____

Please paste a recent passport size photograph here.

Name	
Date of Birth	
Father's Name	
Nationality	
Address Permanent	
Address Correspondence	
Email / Phone Number	
PAN	
GST REGISTRATION NO.	
Educational qualifications (scanned self attested copies of the certificates must be uploaded as part of Technical documents):	
<ul style="list-style-type: none"> • Graduation/Post Graduation/or any other higher qualification 	
<ul style="list-style-type: none"> • Academic institution 	
<ul style="list-style-type: none"> • Year of graduation 	
<ul style="list-style-type: none"> • Specialization (if any) 	
<ul style="list-style-type: none"> • Professional certifications (if any) 	
Languages known	
Current profile	
Total years of relevant experience	
Detailed role and responsibility	

Experience details	Name of Organisation / Project	From	To
Number of Years of experience ERP consultancy services projects with relevant experience(minimum of five years)			
Professional Experience details (project-wise):			
• Project name			
• Client name, address with contact details.			
• Key project features in brief			
• Location of the project			
• Role			
• Responsibilities and activities			
• Duration of the project			

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and my experience;
- (ii) I do not have any affiliation to any Consultancy Firms that are a sister concern of ERP product OEMs.
- (iii) I am not a close relative of any employee of the purchaser;
- (iv) I am committed to undertake the assignment within the validity of Proposal;
- (v) I am not sanctioned (ineligible for engagement) by ADB or any other external funding agency.
- (vi) I do not have any litigation pending against me for any of the consultancy project undertaken by me.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of the Applicant]

FORM 6 - PRICE PROPOSAL FORMAT

	Sl. No.	Description	Total base Price (A)
PHASE-I	1.	Activity A: As is assessment	
	2.	Activity B: To be Design	
	3.	Activity C: Selection of ERP Implementing Agency	
		Total price For Part-I	
		Contract price (Total price) (in words): (INR) For Part-I	
Total of Part-I (Activity A,B& C)			
PHASE-I	4	Part-II: Activity D: Program management of ERP Implementation	
		Price for Part-II	
		Grand Total Part-I + Part-II	
		Total price (in words): Part-I + Part-II	

Note:

- 1) **While submitting the Price Proposal, the bidders should note that the PHASE-I bid price should not exceed 60% of total (i.e. PHASE-I+PHASE-II) price. In the event of bidder quoting more than 60% of the total price in PHASE-I, AEGCL shall consider only 60% of total as contract price for PHASE-I, the remaining shall be adjusted in the PHASE-II contract (if awarded).**
- 2) **The price proposal must be submitted through online portal www.assamtenders.gov.in. The above is a sample price format.**
- 3) **The Bidders should quote PHASE WISE cost of Consultancy services excluding GST.** For evaluation and contract award purpose it will be deemed that purchaser will not be required to pay and/or reimburse anything over and above the price quoted except GST, which will be payable as per the rate prevailing at time of payment.
- 4) The prices shall remain FIRM during the contract period.

SECTION IX
CONTRACT FORMS

Notification of Award
Consultancy service for ERP implementation in AEGCL

To:

This is to notify you that your Bid dated [date] for execution of the [name of assignment] against RFP no. [RFP invitation no.] for the quoted amount of [amounts in numbers and words] (as per Price Schedule-1), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the Contract for **Phase.....** for **Consultancy service for ERP implementation in AEGCL** as per conditions stipulated in the RFP document. The contract price for Phase..... contract shall be [amount] including GST.

You are requested to furnish the Performance Security within fifteen (15) days in accordance with the Conditions of Contract, using for that purpose Performance Security Form included in Section IX (Contract Forms) of the RFP Document.

[Authorized Signature]
[Name and Title of Signatory]
Assam Electricity Grid Corporation Limited

Contract Agreement
(To be stamped as per Stamp act)

THIS AGREEMENT made the _____ day of _____, _____,

BETWEEN

Assam Electricity Grid Corporation Limited (herein after referred to as AEGCL or Purchaser), a corporation incorporated under the laws of Company Act, 1956 and having its registered office at First Floor, Bijulee Bhawan, Paltanbazar, Guwahati-781001, Assam

AND

[name of Consultant] [address of Consultant] (hereinafter called “the Consultant”)

WHEREAS

AEGCL desires to engage the Consultant for providing “Consultancy service for ERP implementation in AEGCL” covering inter alia AS-IS assessment, TO-BE Design, RFP preparation & bid management for selection of ERP Implementation Agency and preparation of Change Management strategy as detailed in the Contract Document, and the Consultant has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

1) Contract Document

Following shall constitute the contract document –

- i. This contract agreement and appendices hereto
- ii. RFP document no.....
- iii. Any other documents to be added if required

Order of precedence shall be the order in which these documents are listed.

2) Contract Price

The Purchaser hereby agrees to pay to the Consultant the Contract Price in consideration of the performance by the Consultant of its obligations hereunder. The Contract Price is (amount in figure and words) as specified in Price Schedule.

3) Terms of payment – As per SCC

4) Scope of works – Brief scope of works

5) Commencement and completion date – As per SCC/accepted proposal

Appendices

- Appendix 1 - Details scope of works
- Appendix 2 - Deliverables and Delivery schedule
- Appendix 3- PriceSchedule(s)
- Appendix 4 - Performance Security
- Appendix 5 - Special Conditions of contract

IN WITNESS WHEREOF the Purchaser and the Consultant have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Purchaser

Signed by, for and on behalf of the Consultant

Form of Performance Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

To: _____ [name of Purchaser]
_____ [address of Purchaser]

WHEREAS _____ [name and address of Consultant] has undertaken, in pursuance of NoA/Contract No. _____ dated _____ to execute _____ [name of assignment] hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant/Manufacturer shall furnish you with a Bank Guarantee by a recognized/scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the scope to be performed thereunder or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date, 60(sixty) days beyond the completion date of the Contract.

Signature and Seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____