



ASSAM ELECTRICITY GRID CORPORATION LIMITED

Regd. Office: 1st Floor, Bijulee Bhawan, Paltan Bazar, Guwahati – 781 001

CIN: U40101AS2003SGC007238

Phone: 0361-2739520/Fax: 0361-2739513, Web: www.aegcl.co.in

File No: AEGCL/MD/TECH-734/ERP/PT-1/2019/40

Date: 13.06.2019

Corrigendum and Time Extension-I

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

Amendment is hereby made to the following clauses of the RFP document referred above only to the following extent.-

A. Clause No. 4.2.1 is amended as below:

To be eligible to bid against this RFP, the bidder should be an Individual consultant having GST registration number. In the event of individual 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.

A Firm is also eligible to bid provided an individual consultant is proposed for the assignment. In case of Firm, credential of the individual consultant only shall be taken into account for evaluation and the same consultant has to be deputed for the assignment if contract is awarded to the firm. The firm shall ensure that the individual consultant deputed for the assignment continue for the entire assignment (Phase-I & Phase-II). In the event of unavoidable circumstances, the firm shall replace with a consultant with similar level of competence (experience, qualification etc.) after due approval from AEGCL.

B. Clause No. 5.4.1 is amended as below:

5.4.1 The financial proposals of only those bidders who score 50 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

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

C. SI No. 8, Section-III, Data Sheet is amended as below:

Sl. No.	Item	Description
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



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Sl. No.	Item	Description
		<p>contract price for PHASE-I, the remaining amount shall be adjusted in the PHASE-II contract (if awarded).</p> <p>The prices quoted by the Bidder shall be FIRM for entire period of the Contract.</p> <p>However, if there is any delay in the project beyond the stipulated period due to reasons not attributable to the consultant, AEGCL will consider contract price variations for additional time and effort by the consultant. In such a scenario, the consultant will have to submit a work sheet along with relevant documents establishing the additional efforts. The man hour rates for the consultant will be arrived based as below</p> <p>Contract value (without taxes)=X Contract duration=Y months Working days per month=22 days. Per day working hours=8 hours. Additional amount to be paid per hour effort by the consultant = $(X) \div (Y \times 22 \times 8)$ The consultant will be paid as per additional man hour basis as illustrated above.</p>

D. Section-VIII, Form-6, Price Proposal Format, Sl. No.-4 is amended as below:

The prices quoted by the Bidder shall be **FIRM** for entire period of the Contract.

However, if there is any delay in the project beyond the stipulated period due to reasons not attributable to the consultant, AEGCL will consider contract price variations for additional time and effort by the consultant. In such a scenario, the consultant will have to submit a work sheet along with relevant documents establishing the additional efforts. The man hour rates for the consultant will be arrived based as below

Contract value (without taxes) = X
Contract duration=Y months
Working days per month=22 days.
Per day working hours=8 hours.
Additional amount to be paid per hour effort by the consultant = $(X) \div (Y \times 22 \times 8)$

The consultant will be paid as per additional man hour basis as illustrated above.

E. Clause No. 7.9 is amended as below:

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



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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				
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	15% 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 10% of contract price shall be released within 21 days from signing of contract with ERP Implementing Agency				
****ACTIVITY D: PROGRAM MANAGEMENT OF ERP IMPLEMENTATION				



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Activity No	Activity	Deliverable	Estimated time frame (D = Date of issue of NoA to ERP consultant)	Mile stone payment
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 and RFP 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:** 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.

F. Clause No. 7.20 is added as below:

7.20 LIMITATION OF LIABILITY:

Maximum of 100% contract price as a cap on liability to the consultant



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G. Clause No. 7.12 is amended as below:

7.12.1 LIQUIDATED DAMGE

7.12.2 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.

7.12.3 For delay milestones schedule - The liquidated damages amount to 0.10 %(Zero point one percent) of the milestone invoice, for each day of delay, limited to a maximum of one hundred (100) calendar days.

7.12.4 For overall completion - The liquidated damages amount to 0.10% (Zero point one percent) of the contract price, for each day of delay, limited to a maximum of one hundred (100) calendar days.

7.12.5 In any case, the total liquidated damage shall not exceed 10% of the contract price.

7.12.6 Once the aggregated "Liquidated damage" reaches 10% 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.

The prospective bidders are requested to note that while arriving at the decision for the amendments of the aforesaid clauses, all queries of the intending bidders were considered and all pros and cons were taken into account.

An additional document is provided along with this corrigendum as information/clarifications to the Bidders.

The Bid submission date has been extended to 12:00 Hrs. Of 24.06.2019.

The Techno-commercial bid will be opened on 14:00 Hrs. Of 25.06.2019

OTHER TERMS AND CONDITIONS OF THE RFP REMAINS UNALTERED.

Bidders are requested to visit AEGCL's official website www.aegcl.co.in or e-tender portal <https://assamtenders.gov.in> for further details.

Sd/-
Chief General Manager [PP&D]
AEGCL

Date: 13.06.2019

Memo No:AEGCL/MD/TECH-734/ERP/PT-1/2019/40

CC:

1. AGM-III/IT for uploading in the website.



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CLARIFICATION TO BIDDERS:

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

Dtd. 23.05.2019

Srl. No.	Page No.	Section/Clause No.	Description / Existing clause	Proposed Description	Justification/Requested Change	Response from AEGCL
1	13	Section – IV Clause 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.	To be eligible to bid against this RFP, the bidder should be an Individual consultant having GST registration number or an employee of a Firm, having a 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.	The existing clause is restrictive. Individual consultant, represented by a Firm, can bring in a wide range of best practices for preparation of RFP & bid process management, change management, business processes and organization structure, which are the foundation for ERP implementation.	Relevant clause amended. Please see the Corrigendum.
2	15	Section – V Clause 5.3 and 5.4	Clause 5.3 – Minimum qualifying technical score shall be 50 (Fifty) Clause 5.4 – The financial proposals of only those bidders who score 70 marks or more in technical evaluation shall be opened for evaluation.	Minimum qualifying technical score shall be 70 (Seventy) out of a total of 100 marks.	As AEGCL has already stated that bidder need to score 70 or more marks for financial bid evaluation eligibility, it is requested that to maintain consistency, please specify minimum 70 marks for both clauses. Further, technical score of 50 is too low and with 70:30 QCBS, a candidate with low technical score may also quote	Relevant clause amended. Please see the Corrigendum.



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					low and may win, which may not be acceptable and beneficial to AEGCL in terms of competency and expertise.	
3	31	Section –VII Clause 7.9.2	**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.	We understand, payment for Activity D shall be based on Monthly Progress Reports.	Payment milestones have impact on overall pricing. If it is kept open, it will be subject to interpretation and differences in bidding prices.	Payment shall be on milestone basis.
4	32	Section – VII Clause 7.12.4	7.12.4. In any case, the total liquidated damage shall not exceed 15% of the contract price.	Request to consider 10% of contract price in both clauses.	10% LD is a standard industry practice followed by many utilities.	Relevant clause amended. Please see the Corrigendum.
5	34	Section – VII Clause 7.17	Contractual Failure	We understand, this clause will be applicable in case the failure is solely attributable to the consultant		Contractual failure shall be applicable only if the delay is attributable to the contractor.
6	12	Section – III Data Sheet (8)	Price Basis	Request to keep a provision for contract price escalation in case delay in the project not attributable to the Consultant	If there is any delay in the project beyond the stipulated period due to reasons beyond the control of the consultant, there can be additional man-month rate or % increase on the contract price.	Relevant clause amended. Please see the Corrigendum.



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7	14	Section – V Clause 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.	Request you to consider and allocate more weightage to experience in state/central Power Sector utilities such as Generation, Transmission and Distribution	As AEGCL is a state transmission utility, bidder's experience in transmission sector shall be more relevant.	Not agreed.
8	33	Section – VII	Limitation of Liability	Request you to consider a maximum of 100% contract price as a cap on liability to the consultant		Relevant clause amended. Please see the Corrigendum.
9	12 of 44	Section III Point 5 of Data Sheet	Bid Security/ Ernest Money Deposit (EMD)		As per MSME guideline, request you to waive EMD Rs. 25,000	Not agreed.
10	13 of 44	Section IV Point 4.3.2 of Eligibility Criteria	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.		Supporting document with regard to such experience to be removed as I am unable to produce the same. However, it can be verified from the client whose organization name and concerned person mobile number would be provided.	Required.



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11	14 of 44	Section V Point A1 of Technical Evaluation	Educational and Professional Qualification		B.E/B.Tech or MBA	Already MBA qualification mentioned under sl. No. (ii)
12	29	Section VII Point 7.9 of Terms of Payment	TERMS OF PAYMENT		Request payment terms to be modified upward looking into initial logistic cost and the major activities accomplished.	Relevant clause modified. Please see the Corrigendum.
			4.1 Inception Phase	15% of the contract		
			4.2 ACTIVITY A- As-IS Assessment	25% of the contract		
			4.3 ACTIVITY B- To-BE Assessment	40% of the contract		
			4.4 ACTIVITY C1- Selection of ERP implementation Agency	5% of the contract		
			4.5 ACTIVITY C2- Assistance in Bid Management	5% of the contract		
			4.6 ACTIVITY C3- Assistance in Contract Finalization	5% of the contract		
			4.7 ACTIVITY C3- Assistance in formation of AEGCL's Project Team	5% of the contract		
13	9	Sect II. Cl. 2.11	Tender Fee	Request the tender fees be waived for bidders who participated in the same tender which was scrapped by AEGCL earlier.	Since I had already paid Rs. 5000/- as the tender fees during the same tender earlier, I may kindly be exempted from paying the fee a second time. (For the purpose of the uploading on the tender portal, I may be allowed to upload the copy of the tender	Agreed. Documentary evidence need to be uploaded.



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					fees paid previously.)	
14	11	Sec III Cl. 8	Price basis	While it is accepted that the contract will be a fixed price contract, a provision should be kept in the contract for price variations either due to delay in project implementation for reasons beyond the control of the consultant OR increase in scope . In such circumstances, the revision may be made on mutual agreed basis.	The project may suffer due to delay in various activities such as a) getting funds sanctioned b) in procurement, c) in approval of documents from the user end, d) in procurement and e) in deployment of ICT infrastructure, f) making payments to project contractors. This can lead to increase in the project implementation timelines. Similarly, there is a possibility that some additional tasks may emerge during the execution of the assignment which have not been included in this RFP. Since the Consultant will not be able to control such circumstances but will have to continue providing his services, he should be paid extra based on the extent of the extra efforts and the price thereof.	Agreed. Relevant clause modified. Please see the Corrigendum.



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15	25	Sec VI Cl. 6.3	6.3. DELIVERABLES	It is proposed that submission of inception report may be modified and scheduled 7 days after the signing of agreement. All other deliverables date may be updated accordingly.	The signing of contract is mentioned as 21 days from the notification of award (NoA) (Sec II Cl 2.16) and the inception report is expected to be submitted within 15 days (Sec VI Cl. 6.3) i.e. even before the contract finalisation. This may defeat the purpose of inception report which is typically to elaborate the project execution plan after agreement.	Not agreed. No changes in relevant clause.
16	26	Se VI 6.4.		Kindly add an additional clause that the Deliverables submitted by the Consultant shall be deemed as accepted in case there is no feedback provided within 7 working days from its submission. Further, in case a document is modified after receiving feedback, that version shall be considered as final.	This project is being planned with very ambition timelines and AEGCL counterpart team also needs to provide their feedback on deliverables in timely manner. Since LD is being imposed on the Consultant, it is important that the AEGCL officials should provide their feedback within 7 days. Also, in case further iterations are required to complete any deliverables for reasons not attributable to the Consultant, the same will be considered as contract variation and the financial implication of that extra	AEGCL will review the deliverables and furnish its remarks/comments within 15 days. Consultant shall revise the deliverables accordingly and obtain approval from AEGCL.



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					effort from the Consultant's side may be decided mutually.	
17	12	Section – III Data Sheet (8)	Price Basis		Project tenure in phases defined. However, in case of time extension, whether additional engagement fees would be considered is not mentioned.	The relevant clause modified. Please see the relevant clause.
18	29	Section VII Point 7.9 of Terms of Payment			The consultancy activities would be involved with a large amount of logistic expenses like travel, lodging etc. A major amount would be paid in last phase which will create a major cash flow issue to the consultants. I request Activity 3 (To Be Assessment) should be linked with 50% payment release.	Please see the corrigendum.



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19	15	Section V 5.3 Technical Evaluation	Technical Evaluation		Providing credentials / relevant document is a challenge, as the end client is usually not issuing such document to individual consultants for various reasons. Supporting document with regard to such experience to be removed as I am unable to produce the same. However, it can be verified from the client whose organization name and concerned person mobile number would be provided. I request for relaxing this criterion.	No agreed.
20	12	Section III Point 5 of Data Sheet	Bid Security/ Ernest Money Deposit (EMD)		A requirement of EMD of INR 25000/- is mentioned in RFP. As per GOI notification, MSME enterprise are exempted from EMD for Govt work. I request AEGCL for a kind review.	Not agreed.
21	8	2.8.2	Physical Documents : " If asked by the purchaser, bidder shall submit hard copy of any other the documents required for evaluation of the proposal".		Relevant submitted document as in the Bid or any other additional documents ?	Relevant to the Bid documents.



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22	9	2.11.1.	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		Can this be waived Off.	Not agreed.
23	10	2.14.2	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.		Is it possible to quote for only Phase -1 singularly, as the scope of work, nature of work and the skill sets required are different for the phases.	Not agreed.
24	15	DATA SHEET :Point No 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.		This may kindly be waived of as we are all small time Consultants.	Not agreed.



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25	11	4.3. 2 Experience / Undertakings:	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 are 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.		“Generally Independent Consultants don’t be given experience certificate as is not the general practice and we will have to persuade with such customers to get an experience certificate. This might take time and may not be possible in such a short duration. Can we as an exemption submit the experience certificate at the time of Issuance of “Notification Of Award if short listed and qualified.	Not agreed.
26	14	5.3 Technical Evaluation	Technical Evaluation		Credentials: My 1st observation is regarding credentials. The key issue here is that no organization will issue credentials for work done on their behalf. I could try getting credentials if I get selected for executing the contract	Not agreed.
27	11	Sec III Cl. 8	Price basis		Time creep: The 2nd observation is on time creep. The current project is for 30 months. However, if the project exceeds 30 months, there should be	Please see the corrigendum.



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					payment to the consultant for extra time spent on the project	
28					Boarding and lodging outside Guwahati: This is a request to provide boarding and lodging for travel of consultant for consultancy work outside of Guwahati	Not agreed.

Sd/-

**Chief General Manager [PP&D]
AEGCL**