



GRIDCO LIMITED

Regd. Office: Janpath, Bhubaneswar, 751022

e-Tender Document No: 02/2022 dated 12.05.2022

For

**“Procurement, Customization, Deployment of SAP
Enterprise Resource Planning (ERP) Software in GRIDCO”**

For further details, please visit our website

www.gridco.co.in
www.tenderwizard.com/gridco

Date of floating of e-Tender on website	12.05.2022
Date and Time of Pre-bid Meeting	20.05.2022 11:00 Hrs.
Commencement of Bidding in e-Tender Portal	12.05.2022
Date and time of last submission of Bids	03.06.2022, 13.30 Hrs.
Opening of Bids	03.06.2022, 16.00 Hrs.
Technical Presentation by qualified bidders	To be intimated
Opening of Price Bid	To be intimated

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SECTION-1
NOTICE INVITING TENDER (NIT)

GRIDCO LIMITED

Regd. Office: Janpath, Bhubaneswar, 751022

e-Tender Notice

e-Tender Notice No. 02/2022

Dated.02.05.2022

Office of Chief Financial Officer (CFO), GRIDCO, Janpath, Bhubaneswar on behalf of GRIDCO invites bids in e-Tender mode only from reputed and eligible bidders for “**Procurement, Customization, Deployment of SAP Enterprise Resource Planning (ERP) Software in GRIDCO**” confirming to the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the e-tender portal www.tenderwizard.com/GRIDCO. Complete set of bidding documents are available at the tender portal, www.tenderwizard.com/gridco or GRIDCO website: www.gridco.co.in from **12.05.2022** (10.00 Hrs.) up to **03.06.2022** (13.30 Hrs.) for downloading the scope of supply and terms and conditions in detail. The due date & time of opening of techno-commercial bid shall be 16.00 Hrs. on 03.06.2022.

N.B: - All subsequent addendums/corrigendum to the tender shall be hosted in the GRIDCO's official web site <https://www.gridco.co.in> and www.tenderwizard.com/gridco only.

The authority reserves the right to accept or reject any or all of the offers without assigning any reason thereof.

Chief Finance Officer

SECTION-2

INTRODUCTION

ABBREVIATION & DEFINATIONS

Agreement	The Agreement to be signed between the successful bidder and GRIDCO.
Authorized Signatory	The bidder's representative/officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
Bidder/Tendered	"Bidder" means any Consulting Firm or Consortium/Joint Venture responding to Invitation for Bids/Request for Proposal/Notice Inviting Tender and which is participating in the Bid.
Bidding/Tender Documents	"Bidding / Tender Documents" refers to this RFP
Company or Companies	"Company" or "Companies" shall refer to a company within the meaning of the Companies Act, 1956 or Companies Act, 2013.
Completion	"Completion" means the fulfilment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
Contract	The "Contract" means a legally enforceable agreement entered into between GRIDCO and the selected bidder with mutual obligations.
Contract Documents	"Contract Documents" means the documents listed in the Agreement, including any amendments thereto
Deployment	"Deployment" means posting of consultants in the premise of the purchaser for providing services as detailed in the Tender document as fulfil the contractual obligations as per the agreed contract.
ERP	Enterprise Resource Planning
GoO	Government of Odisha.
GST	Goods and Service Tax.
INR	Indian Rupee.
ITB	Instruction to Bidders.
NIT	Notice Inviting Tender.
PAN	Permanent Account Number.

PBG	Performance Bank Guarantee.
Project	“Project” refers to the provision of consultancy and related services.
Purchaser	“Purchaser” shall mean GRIDCO Limited.
QCBS	“QCBS” refers to Quality and Cost based Selection.
“Qualifying Requirement”, “Qualification Requirement” or “QR”	“Qualifying Requirement” or “QR” refers to the preliminary requirements which must be satisfied by a Bidder to participate in the bidding process initiated by this RFP.
SAP	Proprietary ERP software of SAP Ltd.
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good. It involves all the services mentioned in “Scope of Work”.
Sub-contractor	“Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Bidder.
State Government	Government of Orissa.
TIN	Tax Identification Number.
WO/PO	Work Order/ Purchase Order.

DISCLAIMER

1. This RFP document is not confidential & non-transferable.
2. Although adequate care has been taken while preparing the RFP document, however, the Bidders shall satisfy themselves that document is complete in all respects. If noticed, Bidders shall intimate any discrepancy in the RFP document to office of the undersigned within 5 days from the date of issuance of the RFP document. If no intimation is received from the Bidders within the stipulated period, it shall be assumed that the RFP document is complete in all respects and fulfills the expectations of the Bidders.
3. GRIDCO may modify, amend or supplement any aspect of this RFP document, including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. However, such change shall be posted on GRIDCO's website i.e. www.gridco.co.in and www.tenderwizard.com/gridco.
5. Nothing in the RFP should be relied on, as a promise or representation as to the future.
6. GRIDCO, its officers, employees and consultants have made best efforts to provide as accurate and reliable information as possible. However, before submitting their bids, the Bidders are expected to independently assess, verify and validate the information/data provided in the RfP.
7. GRIDCO, its officers, employees and consultants have no responsibility for authenticity of the information/data, hence shall not be held liable for any possible omission, misrepresentation, mistake or error in designing the RfP seeking the information/data as provided in the RfP and consequences thereof.
8. GRIDCO reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RfP document at any stage without assigning any reasons whatsoever. In such cases GRIDCO will refund the Bid Security and cannot be subjected to any liability whatsoever due to such rejection /cancelation.

1. ABOUT GRIDCO:

GRIDCO Limited, a wholly owned Undertaking of Government of Odisha, was established in the year 1995. It is a deemed trading licensee under the 5th provision of Section-14 of the Electricity Act, 2003 and carries out the business of bulk supply of Electricity to the Distribution Companies of Odisha by utilizing the transmission network of Odisha Power Transmission Corporation Limited (OPTCL). Being the “State Designated Entity”, Govt. of Odisha has assigned GRIDCO to avail the entire State share of Power from the Central Sector as well as the existing & Up-Coming Power Plants (Hydro, Thermal, Renewable etc.) in the State

GRIDCO procures power from various Generators (both Central and State generating stations including IPPs etc.) for supply to the DISCOMs. GRIDCO also supplies emergency power to CGPs and trades the surplus power available if any from time to time. The supplies to the DISCOMs are made at regulated price determined by the Odisha Electricity Regulatory Commission, whereas the surplus power, if any, after meeting the requirement of the State is sold at market determined price to different Utilities Inside/Outside the State through Inter- State traders and Power exchanges. GRIDCO holds 49% stake in four Odisha DISCOMs namely TPCODL, TPNODL, TPSODL and TPWODL with 51% equity participation of Tata Power Co. Ltd. (TPCL). Management of the above four DISCOMs are vested with TPCL.

2. Project Objectives & Outcomes

GRIDCO Limited intends to implement Enterprise Resource Planning (ERP (SAP)) solution across all of its business functions in an integrated manner to achieve automation in processes, activities and deliverables. The objective of this project is to provide interface for the exchange of the Data between the various functions/ workflows through ERP (SAP) solution so that the data, flows without any human intervention and without any delay. In addition, it is required that a common portal be developed to present an integrated view of all the business functions of GRIDCO thereby making the information available for all the stakeholders of GRIDCO.

The main objectives of GRIDCO are:

1. Improved Financial Management
2. Efficient Asset Management
3. Improved Human Resource Productivity
4. Improved Inventory Management

5. Standardized Business Processes & Best Practices

Apart from the above-mentioned objectives, some other objectives drawn out of this assignment are listed below:

- Automate operational processes by implementation of ERP (SAP)
- Reduce cycle times for core business processes
- Streamline Reporting and Monitoring across all departments.
- Make centralized connectivity across all departments.
- Organizes & optimizes the data input methodologies systematically.

Expected Outcome:

The outcomes of this project are:

- MIS & Dashboard for Top Management for better decision making.
- Improved decision-making due to seamless flow of information across business functions.
- Reduction in the overall cycle time for a project implementation and execution by Integrated ERP (SAP) enabled procurement plan. This will save cost in long run as well as help in capitalizing the same faster.
- The availability of the equipment history will help reduce the effort of the employees in wasting time and resource in compiling the same.
- Improved internal processes for all departments within organization. Data Security & Integrity maintained at centralized place.
- Visibility of the inventory and spare parts availability in all stores including the sub stores at all plants/offices will be a major achievement from ERP (SAP). This will not only help optimizing the resources but also provide options to do several what if analysis with different scenarios for inventory management.
- Improved Enterprise resources productivity due to cross-functional integration and business process optimization. It would significantly improve the productivity ratio of GRIDCO such as manpower productivity, assets utilization etc.
- Enhanced organizational capabilities to improve credit rating and market visibility due to adoption of best business processes and business practices.

SECTION-3
INSTRUCTION TO BIDDERS (ITB)

3.1. Introduction

The section aims to provide guidelines/Instructions for Bidders, to be followed while submitting the Proposals. These are generic in nature, but bidders are required to abide by them during the Project.

3.2. Pre-Bid Meeting & Clarifications

- (a) The authority will hold a pre-bid meeting with the prospective bidders as per the schedule given in tender notice.
- (b) Prospective bidders may seek clarifications in writing relating to preparation and submission of bids and scope of work prior to the pre-bid conference. Such request must be submitted at-least two days (excluding the date of pre-bid meeting), before the date of pre-bid meeting. Bidder's queries will be discussed in the pre-bid conference. The explanations to the queries and/or addenda to the RfP document shall be published in the website of GRIDCO i.e. www.gridco.co.in.
- (c) The queries/clarifications should be submitted via email mentioned under contact details as per the schedule given in tender notice.
- (d) The queries should necessarily be submitted in the following format:

Tender Document Reference (s) (Section & Page number(s))	Content of Tender requiring clarification(s)	Points of Clarification

- (e) The authority shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the authority.
- (f) The pre-bid meeting shall be held as per the schedule mentioned in the NIT.

3.3. Format of Bid

3.3.1 The tender shall be submitted in two parts:

Part A – Techno Commercial Proposal including pre-qualifying criteria.

Part B – Price Proposal

3.3.2 The Bidder shall submit the Techno-Commercial Proposal in original, clearly marked as “ORIGINAL–TECHNOCOMMERCIAL PROPOSAL”. In addition, the Bidder shall submit one copy of the Techno-Commercial Proposal, clearly marked as “COPY – TECHNO-COMMERCIAL PROPOSAL”.

For the submission of the Financial Proposal, the Bidder shall prepare one original and one copy of the Price Proposal and clearly marked as “ORIGINAL - PRICE PROPOSAL and COPY - PRICE PROPOSAL”.

In the event of any discrepancy between the originals and the copies, the originals shall prevail.

- 3.3.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The Bidder shall submit a duly notarized Power of Attorney in original of the signatory of the Bid to commit the Bidder as specified in Annexure - 1 (Power of Attorney) and shall be attached to the Bid.

The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, amended printed literature, shall be signed or initialed by the person signing the Bid.

- 3.3.4 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

3.4. Sealing and Marking of Bids

- 3.4.1 Bidder shall enclose the original Techno-Commercial Proposal and copy of the Techno-Commercial Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNO-COMMERCIAL PROPOSAL” and “COPY – TECHNO-COMMERCIAL PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

The Bidder shall enclose the original Price Proposal and copy of the Price Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - PRICE PROPOSAL and COPY - PRICE PROPOSAL”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 3.4.2 The inner and outer envelopes shall:

- a) bear the name and address of the Bidder;
- b) be addressed to GRIDCO; and,
- c) bear the specific identification of this bidding process.

- 3.4.3 The outer envelopes and the inner envelopes containing the Techno-Commercial Proposals shall bear a warning not to open before the time and date for the opening of Techno-commercial Proposals.

- 3.4.4 The outer and inner envelopes containing the Price Proposals shall bear a warning not to open until advised by GRIDCO

- 3.4.5 If all envelopes are not sealed and marked as required, GRIDCO will assume no responsibility for the misplacement or premature opening and resultant disqualification of

the bid.

3.5. Minimum Qualifying Criteria

The bidders should have to qualify the following minimum Pre-Qualification criteria to participate in the tender.

SL	Criteria	Documentary Proof Required
01	The Bidder should have SAP (OEM) Authorization (MAF)	MAF Issued by SAP for this tender
02	The Bidder should have CMMI Level 5 Certification Or The Bidder should have CMMI Level 3 Certification along with ISO 9001 and ISO 27001 Certification	CMMI/ISO Certificate
03	The average annual turnover of the bidder in the last three completed financial years (FY 2020, FY 2021 and FY 2022) must be more than Rs. 50 Crores.	Financial Statements
04	The Bidder should have completed at least one SAP implementation project with minimum contract value of Rs. 3 Cr in a Govt. Organization/Central PSU/State PSU/Large Corporate House having Turnover more than 500 Cr.	Work Order & Proof of at least 80% payment released against successful completion
05	The Bidder should have completed / Continuing SAP implementation project in two power sector utilities in India during last seven years.	Work Order & Proof of at least 80% payment released against successful completion or project continuation certificate from project owner.
06	Should have positive net-worth	Certification from auditor
07	Bidder should be registered with the Registrar of Companies and should be in existence in the IT services business for at the least 7 years in India.	Registration Certificate

08	The Bidder should have at least 100 full time SAP consultants	Self-Certificate from HR and PF statements
09	The Bidder should not be blacklisted by any Central / State Government Ministry in last two years.	Self-Certificate signed by Company Secretary

The proof of documents to be submitted by the bidders for the above Pre- Qualification in separate sealed envelopes mentioning “Pre- Qualification”.

NB: Bids received without tender cost & Bid Security Declaration (Annexure – 6) shall be treated as non-responsive and shall be out rightly rejected.

3.6. Language of Bid

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between the Authority and the Bidders would also be in English Language.

3.7. Conflict of Interest

The authority requires that bidder must provide professional, objective and impartial advice and at all times hold the Authority’s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

3.8. Price of Bid Document

A demand draft amounting to **Rs.10,000/- (Ten Thousand) only plus GST @18%** in favor of “GRIDCO LTD” payable at “Bhubaneswar” towards the cost of the bid document shall be furnished at the time of purchase of document or at the time of submission of RfP document, from the e-Tender Portal.

In absence of Tender Cost, the bid shall be considered as non-responsive and shall be out rightly rejected.

3.9. Validity of Proposals

- a) For the purpose of placing the order, the Bids shall remain valid for at least **180 days** after the date of bid opening.
- b) A bid valid for a shorter period shall be rejected by the Authority as being non-

responsive.

- c) During the period of validity of Bids, the rates quoted shall not change.
- d) In exceptional circumstances, the Authority may ask for extension of the period of validity.
- e) The Authority's request and the response to such a request by various bidders shall be in writing.
- f) A bidder agreeing to such an extension will not be permitted to vary / alter its rates.

3.10. Right to accept Proposal

The Authority reserves all the rights to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for such decision.

3.11. Submission of Proposal

- 3.11.1 Bids must be received by GRIDCO on or before the date and time as mentioned in the Tender Document at the O/o Chief Financial Officer, GRIDCO LTD., Janpath, Bhubaneswar, 751022.
- 3.11.2 GRIDCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in which case all rights and obligations of GRIDCO and bidders as existing before the extension of the deadline will be applicable until the extended deadline.

3.12. Late Submission

Tender submitted after the deadline for submission prescribed by the Authority will not be considered.

3.13. Modifications / Withdrawal

No modifications / withdrawal to the Proposals shall be allowed; once it is received by GRIDCO.

3.14. Bid Opening

The Authority will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the date and time mentioned in the tender. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday, the tender shall be opened at the appointed time and location on the next working day.

3.15. Fraud & Corruption

GRIDCO requires that bidder is bidding for this tender must observe the highest standards of ethics during the performance and execution of such contract. In pursuit (pursuance) of this policy,

- (a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the Authority official by any personnel of bidder in procurement process or in contract execution.
- (b) “Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the detriment of the Authority, and includes collusive practices among the bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non-competitive levels and to deprive the Authority of the benefits of free and open competition;
- (c) “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was given by the Authority.
- (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- (e) GRIDCO will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, unfair trade practices or coercive practices.
- (f) GRIDCO will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent, unfair trade and coercive practices in competing for, or in executing, the contract.

3.16. Amendment of Tender Document

3.16.1 At any time prior to the deadline for submission of the Bids, GRIDCO may amend the Bidding Document by giving reasonable time and issuing addenda.

3.16.2 Any addenda issued shall be part of the Bidding Document. The bidder shall visit GRIDCO’s website for any addendum / modification / errata / corrigendum etc.

3.16.3 GRIDCO, at its discretion for any reason at its own initiative may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.

3.16.4 In order to provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, GRIDCO may, at its discretion, extend the last date for the submission of Bids.

3.16.5 Any addendum issued shall be part of the Bidding Document and shall be hosted in GRIDCO's website.

At any time prior to deadline for submission of proposal, GRIDCO may for any reason, modify the tender. The prospective bidders having received the tender shall be notified the amendments through email, such amendments shall be binding on them.

3.17. Clarifications

During evaluation of the Proposals, GRIDCO may, at its discretion, ask the bidder for clarifications on their proposal. The clarification shall be given in writing.

3.18. Rejection of Bid

GRIDCO reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-confirming, non-responsive or conditional proposals.

3.19. Authentication of Bid

The original and all copies of the bid document shall be type written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. A duly stamped Power-of-Authority accompanying the bid document shall support the letter of authorization. The person or persons signing the bid document shall initial all pages of the Bid document, including pages where entries or amendments have been made. All the pages of the proposal should be serially numbered. All parts of the bid shall be properly spiral bind together. There shall be no loose sheets. Documents submitted in clip file shall be rejected.

3.20. Contact Details

Designation and Address	Chief Financial Officer, GRIDCO LTD, Janpath, Bhubaneswar, 751022
Contact Details	srikanta.gridco@gmail.com , Mob: +91 9438030016

3.21. Acknowledgement by the Bidder

It shall be deemed that by submitting the Proposal, the bidder has:

- (a) Made a complete and careful examination of the tender
- (b) Received all relevant information requested from GRIDCO
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of GRIDCO or relating to any of the matters Stated in the Tender Document
- (d) Acknowledged that it does not have a conflict of Interest; and
- (e) Agreed to be bound by the undertaking provided by it under and in terms hereof.

GRIDCO shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

3.22. Earnest Money Deposit (EMD)

The bidder is exempted from submission of EMD amount as per the prevailing guidelines of Govt. of Odisha. However, the bidder is required to submit the “Bid Security Declaration” along with the bid document in the prescribed format as enclosed at **Annexure – 6**.

3.23. Bid Security Declaration:

Necessary action envisaged in Bid Security Declaration shall be taken into effect, if the bid or its submission is not in conformity with the instruction mentioned herein;

- (a) If the vendor withdraws from the tender before the expiry of the validity period including the extended validity period
- (b) In the case of a successful vendor fails to (i) accept award of work, (ii) sign the contract agreement with the Authority, after acceptance of communication on placement of award, (iii) furnish performance security, or the vendor violates any of conditions of this tender document or indulges in any such activities as would jeopardize the interest of the Authority in timely finalization of this tender
- (c) If the bidder remains non-responsive during bidding process even after repeated persuasion/communication.

3.24. Extension of Period of Validity

In exceptional circumstances, GRIDCO may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting the request will not be permitted to modify its bid.

3.25. Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature, date and time. No such interlineations, erasures, alterations, additions or overwriting shall be permitted after submission of the bid.

3.26. Announcement of Bids

The name of Bidder, bid prices, total amount of each Bid, EMD, discount, etc. shall be announced at the Price Bid opening.

3.27. Clarification of Bids

To assist in the evaluation, comparison and an examination of bids, the Authority may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Authority reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

3.28. Completeness of Bids

GRIDCO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid Documents are substantially responsive to the requirements of the tender.

3.29. Rectification of Errors

Arithmetical errors will be rectified on the following basis: -

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the rates in words and figures, the rate in words will govern.
- (b) If the bidder does not accept the correction of errors, his bid will be rejected.

3.30. Notification to Bidder

The Bidder whose Bid has been accepted shall be notified of the award prior to the expiry of the period of validity of the proposal, by letter through registered post/courier/speed post or by Email. This letter (hereinafter the “Letter of Award”) shall state the sum that GRIDCO shall pay the Bidder in consideration of the execution, completion and maintenance of the work as prescribed by the Contract (hereinafter the “Contract Cost”) in accordance with Payment Terms. The Bidder shall acknowledge in writing, the receipt of the Letter of Award and shall send his acceptance to enter into the Contract within five (5) days from the receipt of the Letter of Award.

3.31. Signing of Contract

Within 15 Days from the date of issue of LOA, the successful vendor shall sign the contract agreement with GRIDCO in non-judicial stamp paper and send it to GRIDCO. (Annexure - 2)

Failure to sign the contract agreement shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security. In that event GRIDCO may award the contract to the next highest ranked evaluated bidder at their quoted price, whose offer is substantially responsive and is determined by GRIDCO to be qualified to perform the contract satisfactorily.

3.32. Expenses for the Contract

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

3.33. Failure to abide by the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of GRIDCO with such penalties as specified in the Bid Document and the Contract.

3.34. Annulment of Award

Failure of the successful Bidder to comply with pre-qualification criteria, evaluation criteria and other terms and conditions set out in the Tender Document shall constitute sufficient ground for the annulment of the award of Contract and forfeiture of the EMD.

3.35. Disqualifications

GRIDCO may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- (a) Submitted the Proposal documents after the response deadline
- (b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- (c) Submitted a proposal that is not accompanied by required documentation or is non-responsive
- (d) Failed to provide clarifications related thereto, when sought
- (e) Submitted more than one Proposal
- (f) Declared ineligible by any Government Authority for corrupt and fraudulent practices or blacklisted

Submitted a proposal with price adjustment/variation provision

3.36. Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. The Authority shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder

3.37. Consortium/Joint Venture

Bids submitted by a Joint Venture/Consortium Bidder are acceptable and shall have following qualifying requirement:

3.37.1 Status of Joint Venture / Consortium partners:

- All Partners of Joint Venture/ Consortium shall be domiciled companies in India registered under Indian Companies Act, 1956 or Companies Act, 2013.
- Lead partner of the consortium/joint venture must have CMMI Level - 5 certification or above.
- Both the partners of the Joint Venture/ Consortium shall meet the Minimum Qualifying criteria together mentioned under Clause 3.5 of the tender.
- Such Joint Venture/ consortium shall be formed through Joint Venture/Consortium Agreement as per the format and manner specified in the annexure to this Tender Documents.

3.37.2 No. of Partner(s):

Maximum number of Partners in a Joint Venture/Consortium for this project is limited to **TWO (02)** only including the lead partner.

3.37.3 Contract Performance Bank Guarantee (CPBG):

Lead partner on behalf of Joint Venture/Consortium shall submit the CPBG of 3% of the Contract Price.

3.37.4 Lead Partner of Joint Venture/Consortium:

One of the partners of the consortium / joint venture shall be nominated as Lead Partner by the consortium/joint venture and the lead partner shall be exclusively authorized to incur liabilities and receive instruction for and on behalf of the joint venture/consortium and its other partner. The authorization shall be evidenced by submitting a power of attorney (**Annexure – 8**) and Consortium/Joint Venture agreement (**Annexure – 7**) signed by legally authorized signatories of the partners.

3.37.5 Liability of Joint Venture/Consortium partner(s):

All partners of the Joint Venture/Consortium shall be jointly and severally liable for the execution of the Contract.

3.37.6 Conflict of Interest:

A Partner of a Joint Venture/Consortium Bidder shall not have a conflict of interest with the other Partner of the Joint Venture/Consortium. A Joint Venture/Consortium Bidder may be considered to have a conflict of interest with other bidder in this bidding process, if:

- a. A Partner of one Joint Venture/Consortium is also a Partner in another Joint Venture/Consortium participating in this bidding process, or
- b. Any Partner of the Joint Venture/Consortium bidder participates independently in this bidding process, or
- c. Joint Venture/Consortium Bidder and its Partners have the same legal representative for purpose of this bid, or
- d. The Joint Venture/Consortium Bidder has a relationship with another Joint Venture/Consortium, directly or through common third parties, that puts them in a position to have access to information about or influence on the bidding process of the GRIDCO, or
- e. The bidder or any of its affiliates or in the case of Joint Venture/Consortium,

any of the Joint Venture/Consortium partner or their affiliates has participated as a consultant in the preparation of the design or technical specifications of the equipment and installation Services that are the subject of the bid. or

- f. A bidder or any of its affiliates has been hired (or is proposed to be hired) by the GRIDCO as Project Manager for the contract.
- g. In case of conflict of interest all the concerned bidders shall be disqualified & their bids shall be summarily rejected.

3.37.7 Terms of Payment to JV/Consortium:

All the payments shall be made to the lead partner of the JV/Consortium as per the payment schedule of the tender.

SECTION-4
GENERAL TERMS & CONDITIONS

4.1. Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'GRIDCO LTD' and 'the Bidder'. The bidder subject to this contract has complete charge of personnel, performing the services under this project from time to time. The bidder shall be fully (jointly and severally) responsible for the services performed by them or on their behalf hereunder.

4.2. Standards of Performance

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to the Authority.

The bidder shall always support and safeguard the legitimate interests of GRIDCO, in any dealings with the third party. The bidder shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. The bidder shall conform to the standards laid down in tender in totality.

4.3. Delivery and Documents

The bidder shall submit all the deliverables on due date as per the delivery schedule. The bidder shall not without GRIDCO's prior written consent disclose the contract, drawings, specifications, plan, pattern, samples to any person for "project management unit set up" other than an entity employed by GRIDCO for the performance of the contract. In case of termination of the contract, the entire document used by bidder in the execution of project shall become property of GRIDCO.

4.4. Intellectual Property Rights

No services covered under the contract shall be sold or disposed by the bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The bidder shall indemnify the Authority from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, the Authority shall be defended in the defense of any proceedings which may be brought in that connection.

4.5. Assignment

The bidder shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without GRIDCO's prior written consent.

4.6. Contract Performance Bank Guarantee (CPBG)

- 4.6.1 Within 10 days of the issue of the Letter of Award from GRIDCO, the successful bidder shall furnish the Contract Performance Bank Guarantee (CPBG) amounting to 3% of the contract value as per the CPBG form annexed at Annexure – 3.
- 4.6.2 Failure of the successful bidder to submit the above mentioned CPBG shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event GRIDCO may award the Contract to the next highest ranked evaluated bidder at their quoted price, whose offer is substantially responsive and determined by GRIDCO to be qualified to perform the contract satisfactorily.
- 4.6.3 Performance Guarantee shall be valid till the end of the Term as defined in the Contract i.e project contract period and warranty period. The performance guarantee shall be refunded after successful completion of the contract period i.e expiry of “Warranty, Support Service & AMC etc.” of project. No interest will be paid by GRIDCO on the amount of performance Bank Guarantee.
- 4.6.4 GRIDCO shall invoke the Performance Bank Guarantee or forfeits the performance guarantee in case the Vendor fails to discharge their contractual obligations during the contract period if GRIDCO incurs any loss due to Vendor’s negligence in carrying out the project implementation as per the agreed terms & conditions. Excess loss if any, over and above the performance guarantee shall be recovered from the vendor.

4.7. Statutory Provisions of ESI & EPF for resource

The vendor must abide by all applicable rules, laws & regulations that may be in force from time to time and shall be responsible for conduct of resource persons as an immediate Employer. Further, the vendor shall ensure compliance of all permissions under Act & Regulations of ESI & EPF Scheme. Vendor should submit the relevant records & registers towards contribution made for ESI & EPF in respect of the resource persons engaged as & when required by the concerned Statutory Authorities. If the vendor defaults in any manner to comply with the provisions of ESI & EPF Act & Scheme made there under including all other applicable Laws & Regulations, the vendor shall be solely responsible for the same and shall be liable to pay any fine/penalty/damage/interest imposed by the authorities and/or by the management (ISL/Govt./PSU) on that scope. In case of default by the vendor the notional amount towards fine/penalty/damage/interest likely to be imposed by the concerned Statutory Authorities shall be deducted from the running Bill/Security Deposit/Performance Guarantee and kept separately till finalization of the matter. No interest shall be paid on such amount.

Besides the above, the vendor requires to comply with any other Act/Provisions such as payment of Bonus etc., if applicable for the resource persons engaged.

4.8. Suspension

GRIDCO may, by written notice to vendor, suspend all payments to the vendor as hereunder if the vendor fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension

- (a) Specifies the nature of failure and
- (b) Requires the vendor to remedy such failure within a period not exceeding thirty (30) days after receipt by the vendor of such notice of failure.

4.9. Termination

Under this contract, GRIDCO may, by written notice, terminate the contract in the following ways

- (a) Termination for default or failing to perform obligations under the contract or if the quality is not up to the specification or in the event of non-adherence to time schedule or for any other valid reason.
- (b) In case the contract is terminated for the default or failure on the part of the vendor, then GRIDCO shall have the right to get the work done at the risk & cost of the vendor. Any additional expense in this regard shall be borne by the vendor.

4.10. Bankrupt

If the bidder subsequently becomes bankrupt or otherwise insolvent, the contract shall stand terminated.

4.11. Taxes and Duties

The Price proposal shall be inclusive of all taxes, duties and operational expenditures. Any changes in the Tax rate, then the tax portion estimate will be changed, accordingly payment will be made to the vendor.

4.12. Governing laws, Arbitration and Jurisdiction

(a) Management of Dispute

In the event of any dispute between GRIDCO and the parties arising in connection with the Agreement or any associated agreement entered into pursuant to the Agreement, they shall use all reasonable endeavors to resolve the matter on an amicable basis. If one party serves formal written notice on the other that a material dispute of such a description has arisen and the parties are unable to resolve the dispute within a period of [thirty (30)] days from the service of such notice, then the dispute shall be referred to Arbitration.

(b) Governing Laws and Arbitration

The Agreement shall be governed by the laws of India and the Rules framed there under. In the event of any dispute or difference arising under/out of this Agreement or anything contained therein or connected therewith, the same shall be referred to a single arbitrator in case parties agree upon one, otherwise three arbitrators be appointed by both parties in accordance with and subject to the provisions of Arbitration and Conciliation Act 1996. The arbitration shall take place at Bhubaneswar and all legal proceedings in any manner arising there under can only be initiated in the court of law at Bhubaneswar only within the jurisdiction of High Court of Orissa and none of the parties shall have the liberty of initiating any legal proceedings anywhere except in court at Bhubaneswar within jurisdiction of High Court of Orissa.

4.13. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party by Email or Post at the address mentioned in the Contract Agreement.

4.14. Progress of the Assignments

The bidder would be required to intimate the progress of the assignments and submit required documents to GRIDCO in a frequency and manner prescribed by GRIDCO in consultation with the bidder after the award of contract.

4.15. Miscellaneous

- (a) The end product of the work assignment carried out by the bidder, in any form, will be the sole property of GRIDCO.
- (b) In the event the bidder's company or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with GRIDCO, should be passed on the compliance by the new company new division in the negotiation for their transfer.

SECTION-5
Bid Format & Evaluation Process

5.1. Stages of Evaluation

Overall evaluation of the bids will be done in three stages namely Pre-Qualification, Techno-Commercial and Price Evaluation. At the end of every stage short listed bidders may be informed of the result to have a fair and healthy competition. The final awarding of the contract will be done based on the procedure mentioned below.

All evaluation will be carried out by GRIDCO through its evaluation committee. Evaluation conducted by the committee shall be final and binding on all the bidders.

The evaluation committee may choose to conduct technical negotiations or discussions with any or all the bidders. The decision of the evaluation committee in the evaluation of the Technical & Commercial bids shall be final and binding on all the parties. No correspondence will be entertained outside the process of negotiation / discussion with the evaluation committee.

5.2. Preliminary Scrutiny

GRIDCO will prepare a list of firms based on the compliance to all the terms and conditions of the tender. The vendor who do not conform to the tender conditions shall be straight away rejected. All eligible tenders will be considered for further evaluation. The decision of GRIDCO will be final in this regard.

5.3. Techno-Commercial Bid

The following documents shall be submitted in original in a sealed envelope.

- (a) Techno-Commercial bid letter in the company letter head as per **Annexure – 5**
- (b) Proposed Methodology & Implementation
- (c) Check list must be filled as per **Annexure – 6** along with valid documents supporting to the bidder's claim.

5.4. Technical Scoring Pattern (Total Points – 100)

#	Items	Criteria	Points
(a)	Average Annual Turnover in last three completed financial years ending on 31-Mar- 2020, 31-Mar-2021 & 31-Mar-2022 from Software Development & related Consultancy business only.	≥ 50 Crore	05
		For each 50 Cr there on	01
	<i>Must submit Certificate from Chartered Accountant as a proof of annual turnover stated above from Software Development & related Consultancy business only. Turnover</i>	Maximum Points	10

	<i>should not include supply or installation or maintenance of any Hardware or Base Software.</i>		
(b)	<p>Resource Strength – SAP Certified/Trained professionals in regular payroll with the Company</p> <p><i>Copy of the up-to-date EPF deposit challan must be enclosed as a proof along with CV/Resume of professionals endorsed by head of HR.</i></p>	<p>≥ 100</p> <p>For each 20 Resources there on</p> <p>Maximum Points</p>	<p>10</p> <p>01</p> <p>20</p>
(c)	<p>Bidder should have successfully implemented similar SAP projects in a time-bound manner in Govt. Organization/State PSU/Central PSU/Large Corporate House having turnover more than 500 Cr with a minimum contract value of Rs. 3 Cr.</p> <p><i>(Project completion certificate along with work order/LOA copy/80% payment released proof to be submitted to verify the project value)</i></p> <p>*Project value (in Cr) to be considered for scoring</p>	<p>≥ 3 Cr</p> <p>For every 1 Cr thereon</p> <p>Maximum Points</p>	<p>10</p> <p>01</p> <p>20</p>
(d)	<p>Quality of Resource</p> <p>i. Project Manager (CV for resource of project manager for End-to-end SAP project, from inception to Go-Live with past experience)</p> <p>ii. Functional Module Leads (CV for resource of functional leads for HCM, MM, SD, FICO Modules with past experience)</p> <p><i>(CV to be signed by head of HR department)</i></p> <p>*Evaluation will be done by a committee based on project experience and Interview</p>	<p>2.5 Marks for each CV.</p> <p>Maximum 10 Marks.</p>	<p>10</p>
(e)	<p>Bidder has successfully implemented / Continuing implementation two SAP projects in large power sector companies in India during last seven years.</p> <p><i>(Project completion / continuation certificate from project owner / UAT Acceptance certificate / 80% Payment released proof for the project stating the above criteria must be submitted for consideration)</i></p> <p>*Number of projects shall be considered for scoring</p>	<p>≥ 2 Projects</p> <p>For each project thereon</p> <p>Maximum Points</p>	<p>10</p> <p>02</p> <p>20</p>

(f)	Technical Presentation (30 Minutes) The bidder will have to give a detailed presentation highlighting: <ul style="list-style-type: none"> a) Work Plan, Approach & Methodology. b) Domain Knowledge including finance and power sector. c) Understanding of software solution's features in detail. d) Understanding of solution's fit to client requirements. e) Domain Knowledge about trading of power. 	20
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Minimum qualifying mark for opening of commercial bid is **70%** (70 out of 100). Commercial bid of those bidders will be opened only which are technically qualified in the technical evaluation. All other commercial bids will be ignored. Final selection will be based upon Quality cum Cost Based Selection (QCBS) method.

5.5. Price Bid

- (a) The Price Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- (b) The Price bid will be evaluated following the Quality Cost Based Selection (QCBS) method. Calculation method is given below under combined evaluation of Techno-Commercial and price bid.
- (c) The fixed price bids indicating total price for all the deliverables and services specified in this bid document will be considered for evaluation.
- (d) The bid price will include all taxes and levies and shall be in Indian Rupees. Type & rate of taxes shall be mentioned separately.
- (e) Any conditional price bid would be summarily rejected.

5.6. Score Normalization

- (a) The techno-Commercial and Price Bid scores secured by each bidder will be added using weightage of **60%** and **40%** respectively to compute a composite bid score using the following formula.

Normalized Techno-Comm. Score (**STech**) =

Mark Secured by the Bidder X 60

Highest Scored obtained by any Bidder

Normalized Price Score (**SPrice**) =

Lowest price quoted by any bidder X 40

Price quoted by the Bidder

(b) Final Score (**S Final**) = STech + SPrice

(c) The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project.

(d) In the event the bid composite bid scores are “tied”, the bidder securing the highest Techno-Commercial score will be adjudicated as the Best Value Bidder for award of the Project.

SECTION-6
Scope of Work

6.1. Project Overview

6.1.1 About GRIDCO

GRIDCO Limited, a wholly owned Undertaking of Government of Odisha, was established in the year 1995. It is a deemed trading licensee under the 5th provision of Section-14 of the Electricity Act, 2003 and carries out the business of bulk supply of Electricity to the Distribution Companies of Odisha by utilizing the transmission network of Odisha Power Transmission Corporation Limited (OPTCL). Being the “State Designated Entity”, Govt. of Odisha has assigned GRIDCO to avail the entire State share of Power from the Central Sector as well as the existing & Up-Coming Power Plants (Hydel, Thermal, Renewable etc.) in the State

GRIDCO procures power from various Generators (both Central and State generating stations including IPPs etc.) for supply to the DISCOMs. GRIDCO also supplies emergency power to CGPs and trades the surplus power available if any from time to time. The supplies to the DISCOMs are made at regulated price determined by the Odisha Electricity Regulatory Commission, whereas the surplus power, if any, after meeting the requirement of the State is sold at market determined price to different Utilities Inside/Outside the State through Inter-State traders and Power exchanges. GRIDCO holds 49% stake in four Odisha DISCOMs namely TPCODL, TPNODL, TPSODL and TPWODL with 51% equity participation of Tata Power Co. Ltd. (TPCL). Management of the above four DISCOMs are vested with TPCL.

6.1.2 Project Objective

GRIDCO Limited intends to implement Enterprise Resource Planning (ERP (SAP)) solution across all of its business functions in an integrated manner to achieve automation in processes, activities and deliverables. The objective of this project is to provide interface for the exchange of the Data between the various functions/work flows through ERP (SAP) solution so that the data, flows without any human intervention and without any delay. In addition, it is required that a common portal be developed to present an integrated view of all the business functions of GRIDCO thereby making the information available for all the stakeholders of GRIDCO.

The main objectives of GRIDCO are shown in below figure:



6.2. Expected Outcome of SAP ERP System

The GRIDCO outcomes of this initiative/project are:

- MIS & Dashboard for Top Management for better decision making.
- Improved decision-making due to seamless flow of information across business functions.
- Adoption of best business processes and business practices.
- Automation of business processes for efficient decision making.

6.3. GRIDCO Business Process

➔ Bulk purchase of Power from

- Generating Companies (GENCOS) from Central and State sector.
- Independent Power Producers (IPPs) as per the OERC guideline
- Captive Generating Stations (CGS),
- Power Exchanges (IEX & PXIL) & Renewable Sources like Solar, Wind, Hydro, Biomass, etc.

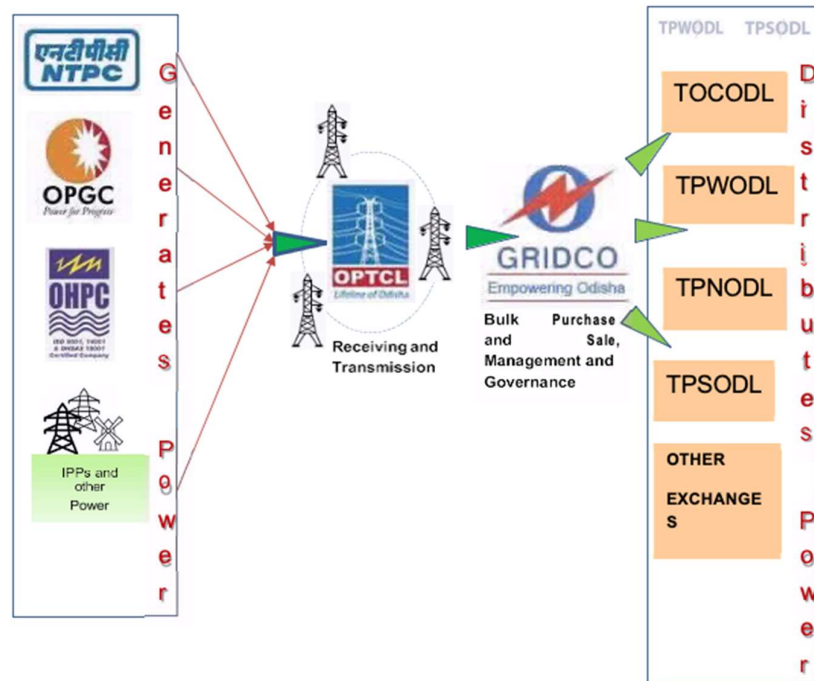
➔ Bulk sells of power to

- Four DISCOMS of Odisha at Bulk Supply Tariff (BST) and surplus power through Power Trading bilaterally and through other exchanges as per the OERC guideline.

➔ GRIDCO also engaged in exchange of power via Power Banking.

➔ GRIDCO is responsible for Planning and Coordination to meet the state demand of power.

➔ GRIDCO is responsible for monitoring Performance of DISCOMS.



6.4. Scope of Implementation

It is envisaged to automate all of the business processes of GRIDCO wherever possible through implementation of SAP S4 HANA Vanilla Modules provided as standard in the initial phase. The official documents of GRIDCO shall be stored, maintained and managed through Document Management System of SAP provided as standard with S4 HANA.

The broad functions to be covered (however not limiting to) in each module is as highlighted below:

6.4.1 Finance & Controlling Module (FICO)

GRIDCO intends to automate following functionalities of Finance & Accounting Department through FICO Module:

- Implementation of Controlling area and cost centers.
- Creation of company code and chart of accounts.
- Implementation of General ledger and associated functions.
- Accounts payable and associated functions.
- Accounts receivable and associated functions.
- Cost center and cost element accounting.
- Fixed asset management.
- Budgeting & monitoring functions.

- Payroll management.
- Cash and Bank
- Loan information and investment management.
- Fiscal management, Profit Loss and Balance Sheet.
- Standard taxation process implementation including GST and TDS.
- Implementation of workflows.
- Audit trail and transaction monitoring.
- Standard Feature, Functionalities and Reports of SAP applicable to GRIDCO's business function as identified and agreed for implementation during requirement study/AS-IS-TO-BE study phase.

6.4.2 Material Management Module

GRIDCO intends to automate following functionalities of Power Purchase and Trading Department through MM Module:

- Power Purchaser and Seller master data management.
- Purchasing information data management.
- Capturing and maintaining power purchase agreement information.
- Release strategy for power purchase and sale.
- Material master data and records.
- Purchase requisitions.
- Setting up store and inventory management.
- Issue of Goods/Materials.
- Availability and transaction of materials/goods.
- Implementation of workflows.
- Standard Feature, Functionalities and Reports of SAP applicable to GRIDCO's business function as identified and agreed for implementation during requirement study/AS-IS-TO-BE study phase.

6.4.3 Sales and Distribution Module

GRIDCO intends to automate following functionalities of Power Purchase and Trading Department through SD Module:

- Billing and invoice management.
- Power sale management.
- Rate of power and quantity linked invoice entry/generation.
- Management of customer/business partners.

- Tracking sales transactions.
- Record pre-sales and post-sales processes.
- Effective management of sales documents.
- Real time integration with FICO module.
- Implementation of workflows.
- Standard Feature, Functionalities and Reports of SAP applicable to GRIDCO's business function as identified and agreed for implementation during requirement study/AS-IS-TO-BE study phase.

6.4.4 Human Capital Management Module

GRIDCO intends to automate following functionalities of Establishment and HR Department through HCM Module:

- Department and employee information management.
- Jobs and position management.
- Employee life cycle management.
- Employee leave accounting.
- Time and absence management.
- Gross payroll accounting with automatic wage calculation.
- Automatic special payments computation.
- Implementation of Employee self-service (ESS) and Manager self-service (MSS)
- Implementation of Workflows.
- Standard Feature, Functionalities and Reports of SAP applicable to GRIDCO's business function as identified and agreed for implementation during requirement study/AS-IS-TO-BE study phase.

6.4.5 Document Management System

All the modules need to be integrated with Document Management System available in SAP S4 HANA to effectively manage and maintain official documents of GRIDCO.

6.5. Technology Standards

The proposed software application shall be developed by using following latest technologies:

SN	Category	Software Title	Version
1	SAP Database	SAP S/4 HANA	SAP Net Weaver 7.5
2	SAP Server Operating System	SUSE LINUX	Service Pack Ver. 12 or above
3	SAP	FICO, MM, SD, HCM	License Version
4	Operating System (User)	Widows OS	8 and above

6.6. Responsibility of the Parties

Implementing Agency Responsibility

- Implementation of ERP (SAP) system within specified time line.
- Configuration, Customization and Enhancements as needed
- Hosting of the application.
- Migration of data as mutually agreed upon.
- Imparting Training.
- Provide the required Hardware & Software specification for implementation of ERP (SAP) System
- Installation, Setup and Configuration of OS, SAP and other infra hardware and software.
- Complete all work in all respect as per the project time-line.
- Operation and Maintenance

GRIDCO Responsibilities

- GRIDCO shall assign a Nodal Officer who will be single point of contact from the beginning of the project till successful implementation.
- The nodal officer shall provide necessary support to the development team.
- The assigned Nodal Officer may interact regularly with the Implementation team for smooth implementation.
- GRIDCO shall provide all the relevant documents and information during the system study and analysis.
- GRIDCO shall provide the user acceptance of ERP (SAP) System.
- GRIDCO will provide convenient working space and facilities, convenient fax and photocopiers access, and access to local telephone, electrical supply, with adequate

heating, air-conditioning, and lighting at the GRIDCO, ODISHA premises, including necessary security clearance / passes to access the facility to the Implementing agency personnel.

- GRIDCO will be responsible to provide to the Implementing agency personnel with the LAN access through the workstation & free Internet access.
- GRIDCO will be responsible to provide to the Implementing agency personnel with any necessary access to data on their source systems designated for data exploration.
- GRIDCO will be responsible for the articulation and approval of the business requirements of the solution, and for the resolution of differences between articulated and approved business needs and any contradictions in those business needs identified.
- GRIDCO will provide the necessary IT Infrastructure for hosting of the website/application
- All business needs concerning this project would be provided by GRIDCO in English
- Deliverables to GRIDCO of the project will be in English.
- GRIDCO will provide required approval/acceptance of the Deliverables.

6.7. Project Milestones & Timeline

SL	Milestone	Timeline from start of Project
1	Submission of Project Plan	1 Week
1	Requirement Gathering and Documentation	2 Weeks
2	Preparation of AS-IS & TO-BE Document	4 Weeks
3	Preparation of GAP Analysis document and submission of business blue print	6 Weeks
4	Database and Solution Design	8 Weeks
5	Preparation of Master data templates	10 Weeks
6	Implementation	16 Weeks
7	Commencement of Pilot Testing	18 Weeks
8	User Acceptance Testing (UAT)	20 Weeks
9	Solution Deployment and Go-Live	22 Weeks
10	Trainings & Capacity Building	24 Weeks
11	Stabilization support	3 Months
12	On-site post implementation hand-holding support (Four resources)	12 Months

6.8. Project Deliverables

The implementation partner shall deliver the following during the course of implementation and support as per the project milestones and timeline. The documents must be designed and customized as per the solution and software specification prepared for GRIDCO:

- Project plan
- Software requirement specifications
- Software design specifications including database design
- AS-IS and TO-BE documents
- GAP Analysis Document
- Business Blue Print
- Master data templates
- Test cases for all testing
- End user Training manual
- Administrators' manual
- Configuration files & manuals

6.9. Hosting & Deployment

- The software solution shall be hosted on-premise designated data center of GRIDCO.
- The implementation partner shall submit the hardware (including storage), software and network requirement and sizing to GRIDCO for smooth and lag free operation.
- The implementation partner shall develop and customize the software as per the requirement of GRIDCO in its own hosting infrastructure/cloud infrastructure. The quoted cost for customization should necessarily include the infrastructure cost for the development period and there shall be no provision of extra cost above and beyond quoted customization cost.
- After successful completion of development and acceptance of UAT, the partner shall migrate the solution as it is to the designated in-premise data center of GRIDCO free of cost.
- The partner shall ensure development and deployment of the software solution following all Govt. standards and guidelines.
- The partner shall develop and deploy the software solution adhering to all IT security principles and guidelines.

6.10. Capacity Building & Change Management

The implementation partner shall ensure successful capacity building and smooth change management by following industry standard methodology. The exercise shall broadly include the following:

6.10.1 Trainings

The implementation partner shall extend following trainings from time to time for smooth and trouble-free implementation and operation of the software.

- Overview training to the management.
- Standard functional training to functional and IT team.
- Solution configuration training to functional and IT team
- End user training to all users of GRIDCO for operation of software.
- Technical training and system administration training to IT team.
- Overview training of ABAP and BASIC to IT team
- Database training to IT team for connection, retrieval and modification of data.

6.10.2 Go-Live & Stabilization

After successful completion of User Acceptance Testing the implementation partner shall migrate the solution to the in-premise infrastructure provisioned by GRIDCO in its Data Centre. The migration shall include all the software, licenses and patches demonstrated and available during UAT. After successful impartment of required trainings, the implementation partner shall ensure smooth running of software solution and extend stabilization support for three months free of cost.

After successful migration the partner shall perform:

- Demonstration of all modules with real-time and live data (Including master data) of GRIDCO.
- Perform stabilization testing for a week.

Post implementation support shall commence after end of stabilization period on chargeable basis as per the man-month rates quoted in the bid. GRIDCO shall decide on the number of resources to be deployed for the support period after completion of project and Go-Live.

6.11. Operation and Maintenance

The implementation partner shall extend necessary support for SAP ERP after Go-Live for three months for free and on chargeable basis thereafter.

The Operation and Maintenance shall include the following:

- Ensure the system is in running condition
- Take regular Backup of the data

- Application of Patches
- Bug Fixing and Minor Enhancements
- Performance tuning from time to time

6.12. Change Request Management

Any requirement beyond the scope of work mentioned above will be treated as Change Request. Change request management will be conducted based on feedback received from the GRIDCO and subject to the approval of GRIDCO. The activities that will be treated as change request is mentioned below:

- Functional changes in the application
- Development of new modules/Form/Report in the developed system Integration with any new system
- Addition of new modules

The procedure for executing the change request is as follows:

- Identification and documentation of change request requirement– The details of scope of change will be analyzed and documented.
- GRIDCO will ask the implementing agency to submit the effort estimation.
- Finalization of the change request –Committee constituted by GRIDCO and the implementing agency. Implementation of the change Request– The change will be implemented in accordance to the approval of GRIDCO.
- The additional cost of change request will be borne by the GRIDCO.

6.13. Payment Schedule

Service Rendered	Percentage of Payment
Development, Customization & Implementation of SAP ERP Application Modules (FICO, MM, SD, HCM)	15% on Submission & approval of Project Plan, AS-IS, TO-BE, GAP Analysis and Business Blue Print Document
	50% on completion of User Acceptance Testing
	25% on completion of Go-Live & Training
	10% after successful completion of one year operation and support period from the date of Go-Live of the solution.
SAP User License, Payroll License, Learning Hub License and ATS	100% payment on submission of invoice from OEM or direct payment to OEM on delivery of software and licenses

Change Request Management	100% payment after completion of requested modification
Post Implementation Maintenance & Operational Support for ERP (SAP) Application	25% payment on completion of every three months of satisfactory support.
On-site hand holding support	25% payment on completion of every three months of satisfactory support based on deployed man-month.

6.14. Service Level Requirement

The service level agreement on Project Management and the penalty therein for delay in completion of milestones is as highlighted below:

SL	Milestone	Target as per timeline	Penalty	Validation Method
1	Submission of project documentation which includes Project Plan, AS-IS, TO-BE, GAP Analysis and Business Blue Print Document	8 Weeks	Rs. 1000 per day	Document signing date
2	User Acceptance Testing (UAT)	20 Weeks	Rs. 5000 per day	UAT Sign off date
3	Training	24 Weeks	Rs. 5000 per day	Actual Training date

The service level agreement on Post Implementation support and hand-holding support and the penalty therein for delay in rendering of services is as highlighted below:

SL	Service Details	Target	Penalty	Validation Method
1	Issue resolution	As agreed,	Rs. 2000 per day	Document signing date/Ticket raise date
2	Support Personnel		Rs. 2000 per day	Attendance record

6.15. Exit Management

The exit management plan should be discussed with the GRIDCO and finalized prior to its execution. The Implementing Agency shall handover the hardcopy (one set) & soft copy (CD/DVD) of the following deliverables (latest version) as following deliverables as part of the exit management.

- Business Blue Print (BBP)
- User Manual
- Configuration Screen
 - ➔ GRIDCO will form a core group of technical resources, who can take entire control over the project after the exit of the implementing agency.
 - ➔ To end of the contract or any other time frame mutually decided by the Parties shall initiate the knowledge transfer session to the core group.
 - ➔ The knowledge transfer session shall be carried out for a maximum 100 hours. GRIDCO shall make payment to the tune of last set of completed services.
 - ➔ In case of use of any licensed products the rights of the same shall be transferred to GRIDCO.

SECTION-7
Annexures

Annexure – 1

Power of Attorney

(To be executed on non-judicial stamp paper as per Stamp Act.)

KNOW ALL MEN BY THESE PRESENTS THAT WE _____, A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF INDIA AND HAVING ITS REGISTERED/PRINCIPAL OFFICE /PLACE OF BUSINESS AT _____ REPRESENTED BY _____ (THE “EXECUTANT”) DO HEREBY NOMINATE, CONSTITUTE, AUTHORIZE AND APPOINT _____ SON OF _____, RESIDENT OF _____ AND PRESENTLY EMPLOYED WITH _____, A COMPANY/ CORPORATION ORGANISED AND EXISTING UNDER THE LAWS OF INDIA AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS AT _____ AS OUR TRUE AND LAWFUL ATTORNEY (THE “ATTORNEY”) TO DO IN OUR NAME AND ON OUR BEHALF ALL OR ANY OF THE FOLLOWING ACTS, DEEDS AND THINGS IN CONNECTION WITH OR IN RESPECT OF OR RELATING TO THE NOTICE INVITING TENDER NO. 02/2022 DATED 12.05.2022 (THE “NIT”) ISSUED BY GRIDCO LTD, A COMPANY ORGANISED AND EXISTING UNDER THE LAWS OF INDIA AND HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS (UNDER THE COMPANIES ACT) (AT GRIDCO Ltd, Janpath, Bhubaneswar -751022, Odisha, India) (THE “EMPLOYER”) FOR THE EXECUTION, CONSTRUCTION AND DEVELOPMENT OF THE SERVICES DESCRIBED IN THE NOTICE INVITING TENDER (NIT) (THE “SERVICES”) THAT IS TO SAY:

1. TO PREPARE, OFFER, SIGN, SUBMIT AND DELIVER TO THE EMPLOYER THE EXECUTANT’S BID FOR THE SERVICES PURSUANT TO THE NIT (THE “BID”) INCLUDING TO MAKE, SIGN, SUBMIT, DELIVER, EXECUTE, AND ACCEPT ALL DOCUMENTS, INFORMATION, APPLICATIONS AND OTHER WRITINGS NECESSARY FOR OR INCIDENTAL TO THE SIGNING, SUBMISSION AND DELIVERY OF THE BID TO THE EMPLOYER;
2. TO NEGOTIATE, ENTER INTO, SIGN AND EXECUTE, ACCEPT AND DELIVER ALL CONTRACTS UNDERTAKINGS, ACCEPTANCES AND OTHER WRITINGS CONSEQUENT UPON ACCEPTANCE OF THE EXECUTANT’S BID;
3. PARTICIPATE IN BIDDERS’ AND OTHER CONFERENCES AND PROVIDE ALL INFORMATION REQUIRED BY THE EMPLOYER AND TO FURNISH/SEEK CLARIFICATIONS ARISING OUT OF OR RELATING TO THE NIT AND, UPON AWARD OF THE CONTRACT CONSEQUENT TO THE ACCEPTANCE OF THE EXECUTANT’S BID BY THE EMPLOYER;
4. TO REPRESENT AND ACT ON BEHALF OF THE EXECUTANT IN RESPECT OF ALL MATTERS BEFORE THE EMPLOYER RELATING TO THE EXECUTANT TO BID AND UPON THE ACCEPTANCE OF THE EXECUTANT’S BID BY THE EMPLOYER INCLUDING THE RESULTANT CONTRACT ON SUCH THE ACCEPTANCE OF THE EXECUTANT’S BID (THE “CONTRACT”) IN RESPECT OF ALL MATTERS RELATING TO OR ARISING OUT OF OR CONCERNING THE CONTRACT AND TO GENERALLY DEAL WITH THE EMPLOYER ON BEHALF OF THE EXECUTANT IN ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO OR ARISING OUT OF THE EXECUTANT’S BID. THE NIT AND THE CONTRACT IN THE EVENT OF ACCEPTANCE OF THE EXECUTANT’S BID BY THE EMPLOYER;
5. AND GENERALLY TO DO ANY AND ALL OTHER AND FURTHER ACTS, DEEDS AND THINGS WHICH ARE NECESSARY FOR OR INCIDENTAL TO OR DEEMED APPROPRIATE FOR MORE EFFECTUAL EXERCISE OF THE POWERS HEREBY CONFERRED.

AND We, the Executant above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney pursuant hereto shall always be deemed to be the acts, deeds and things done by the Company itself.

IN WITNESS WHEREOF, THIS POWER OF ATTORNEY ON THIS [.....] DAY OF [.....], 2022 has been executed under the common seal of the Company, at _____.

[NAME]

[DESIGNATION]

[DATE]

Annexure – 2

Contract Form

THIS CONTRACT made on the _____ day of _____, _____, between _____ of _____ (hereinafter “GRIDCO”), of the one part, and _____ of _____ (hereinafter “the Consultant”), of the other part:

WHEREAS GRIDCO invited bids for Services, viz., _____ and has accepted a Bid by the Consultant for the estimated Contract Value for the sum of Rs. _____ (hereinafter “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a) ITB (As Enclosure - I)**
 - b) Scope of Services (As enclosure –II)**
 - c) General Conditions of Contract (As enclosure –III)**
 - d) Team Composition, Deployment & Payment Term. (As enclosure –IV)**
 - e) Accepted Price Proposal. (As Enclosure –V)**
 - f) Letter of Award (LOA). (As enclosure –VI)**
 - g) Contract Performance Bank Guarantee. (As enclosure –VII)**

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by GRIDCO to the Consultant as indicated in this Contract, the Consultant hereby covenants with GRIDCO to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. GRIDCO hereby covenants to pay the Consultant in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (Authorized official of the GRIDCO)

Signed by _____ (for the Consultant)

Annexure – 3

Contract Performance Bank Guarantee
(To be executed on non-judicial stamp paper as per Stamp Act.)

Date:

Contract Name and No.:

To:

WHEREAS _____ (hereinafter “the Consultant”) has undertaken, pursuant to Contract No. _____ dated _____, _____ to take up the assignment for Electricity Demand Forecasting and Development of Power Trading Strategy for GRIDCO (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Consultant shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Consultant’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter “the Guarantor”), have agreed to give the PMC a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. ***The guarantee can be presented by GRIDCO at any of our branches at Bhubaneswar who will pay the claim amount to GRIDCO immediately.***

In case of any delay by the Guarantor, in remitting the amounts under the present Guarantee, within 15 days from the date of receipt of notice of demand from GRIDCO, the Guarantor agrees to pay interest at the rate of 18% per annum compounded on quarterly rests from the date of demand, until the date of payment.

The Guarantor also agrees that GRIDCO at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee GRIDCO may have in relation to the Bidder’s liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of Rs. (_____ / - / Indian Rupees _____ only) exclusive of interest payable on the amount demanded in the notice till the date of payment to GRIDCO and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in

This security is valid until the _____ day of _____. Name _____ In the capacity of _____ Signed _____ Duly authorized to sign the security for and on behalf of _____ Date _____

Notwithstanding anything contained herein above.

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only.
- ii) The Bank Guarantee shall be valid up to _____ only.
- iii) We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter. **For _____ (indicate the name of the Bank)**

N.B.:

- (1) Name of the Consultant:
- (2) No. & Date of the Letter of Award / Contract:
- (3) Amount of the Bank Guarantee :Rs.
- (4) Validity period or date up to which the Contract is valid:
- (5) Signature of the Constituent Authority of the Bank with seal:
- (6) Name & Addresses of the Witnesses with signature:
- (7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of

1.

**Name & Address
Witness**

2.

**Name & Address
Witness**

Annexure – 4
Technical Check List

#	Document Name	Submitted/Not Submitted	
1	Manufacturer Authorization (MAF)		
2	CMMI/ISO Certificate whichever applicable		
3	Financial Statement indicating Turnover	FY 2019-20	
		FY 2020-21	
		FY 2021-22	
4	SAP Implementation experience in Govt./State PSU/Central PSU/Large Corporate House having turnover more than 500 Cr		
5	SAP Implementation experience in power sector		
6	Positive net worth declaration		
7	Company registration certificate		
8	Resource strength (Self certificate from head of HR)		
9	Self-certificate declaring non-blacklisting by any Govt. entity		

(Authorized signatory)

Date:

Name:

Designation:

Annexure – 5

Price Bid

To

The Managing Director,
GRIDCO, Bhubaneswar.

Sub: Price bid of the tender for selection of agency as per Tender No 02/2022 dated 02.05.2022

Dear Madam/Sir,

We, the undersigned, offer to provide above service in accordance with your tender. Our commercial proposal for project is given as below;

A. Quote for Development & Implementation of ERP (SAP)System*

#	Items/Description	Unit	Rate [X]	Qty [Y]	Cost [X*Y]
a	Development, Customization & Implementation of ERP (SAP) Application Module (Finance & Accounting)	Lump-sum		1	
b	Development, Customization & Implementation of ERP (SAP) Application Module (Material Management)	Lump-sum		1	
c	Development, Customization & Implementation of ERP (SAP) Application Module (Sales & Distribution)	Lump-sum		1	
d	Development, Customization & Implementation of ERP (SAP) Application Module (Human Capital Management)	Lump-sum		1	
Sub-Total (before tax)					
GST @ 18%					
Total (after tax)					
(In Words: Rupees)					

*Three months system stabilization support shall be extended free of cost with deployment of consultants/engineers onsite at GRIDCO.

*The development, customization and testing of software shall be carried out in implementation partner's own/cloud infrastructure. No additional charges for the same shall be provided.

*The implementation partner shall migrate the software to GRIDCO's hosting infrastructure after successful completion before Go-Live free of cost.

B. Quote for SAP Licenses, ATS, Post implementation Maintenance & Operational and Hand Holding support – Optional Items

#	Items/Description	Unit	Rate [A]	Qty [B]	Cost [A*B]
a	SAP Professional License (for Development, Customization & Implementation of above-mentioned modules, with SAP S/4 HANA Database) – License validity for a period one year	Nos		40	
b	SAP HR Core license including ESS and MSS License – License validity for a period of one year	Nos		75	
c	500 Payroll User Licenses – License validity for a period of one year	Nos		500	
d	Annual Technical Support (ATS) for SAP Licenses as per requirement mentioned under (a) of this section.	Nos		40	
e	SAP Learning Hub License for Core Team & IT Team members	Nos		10	
f	Change Request Management for ERP (SAP) Application: Man-Day per resource	Man-Day		300	
g	Post Implementation Maintenance & Operational Support for ERP (SAP) Application	Year		1	
h	On Site Hand Holding Support (FICO/MM/SD/Systems)	Man Month		48	
Subtotal (before tax)					
GST @ 18%					
Total (after tax)					
(In Words : Rupees)

Note:

The cost quoted under the will be considered at the time of evaluation of financial bid.

- The cost quoted under [Section A] & [Section B] of this price bid will be considered for evaluation of financial bid.
- The ERP License & ATS of the License may be procured by the GRIDCO from the OEM/OEM authorized agency. If license is procured through bidder, 100% License fees shall be reimbursed as per claim.
- Any change in rate / type of tax or additional tax will be applicable as prevailing during the time of billing.
- All the columns for price must be filled up even if the amount is zero (0.00) for any item.
- Order for option items mentioned under table B shall be issued as per discretion of GRIDCO. GRIDCO is free to revise the quantity and duration as per its management decision.
- Unit price quoted for items (f) and (g) of option items (table B) shall remain valid for three years from the date of completion of system stabilization period. GRIDCO is free to extend/renew the contract from time to time during the validity period in the prevailing rate.

We undertake in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

(Authorized signatory)

Date:

Name: Designation:

ANNEXURE – 6
BID SECURITY DECLARATION FORM

[NIT No. 01/2022 dated 12.05.2022]

To,

Chief Financial Officer,
GRIDCO, Bhubaneswar –22.

Sir,

1. Having examined the above specification together with terms & conditions referred to therein, *I/We the undersigned hereby offer to extend the services, covered therein, complete in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.

2. * I/We hereby undertake to provide the services within the time specified in the Tender.

3. * I/We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.

4. * I/We certify to have purchased/ downloaded a copy of the specification by remitting cash/money order/D.D./ remitting the cost of tender, herewith and this has been acknowledged by your letter/ money receipt No. _____ Dated _____

5. In the event of tender, being decided in *my/our favor, *I/We agree to furnish the Composite B.G. in the manner, acceptable to GRIDCO LIMITED, and for the sum as applicable to *me/us as per **clause-4.6 of section-4** (General Terms & Conditions) of this specification within 20 days of issue of letter of award failing which *I/We clearly understand that the said letter of Intent/Work order will be liable to be withdrawn by the purchaser and the EMD, deposited by us shall be forfeited by GRIDCO Limited.

6. Bid Security Declaration

*I/We further declare that, we will not modify/withdraw our bid after opening of techno-commercial bid (i.e. part-I bid) during its validity period and in such an event we hereby declare that GRIDCO Limited would be free to debar us from participating in the tenders floated by GRIDCO Limited for a period of three years.

Signed this day of 2022

Yours faithfully

Signature of the Tenderer with seal of the company

[This form should be duly filled up by the tenderer and uploaded at the time of submission of tender]

* (Strikeout whichever is not applicable)

NB- The Bidders are required to up load this sheet duly filling the required data, in PDF format.

ANNEXURE-7

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

**(On Non-Judicial Stamp Paper of Appropriate
Value to be Purchased in the Name of Joint
Venture/Consortium)**

JOINT VENTURE/CONSORTIUM AGREEMENT BETWEEN AND
..... FOR BID SPECIFICATION NO.....OF (GRIDCO)

THIS JOINT VENTURE/CONSORTIUM AGREEMENT executed on thisday of
.....Two thousand andbetween M/s.....

.....a company incorporated under the laws of and
having its Registered Office at.....
(hereinafter called the “Lead Partner” which expression shall include its successors, executors
and permitted assigns) and M/s..... a company
incorporated under the laws of

..... and having its Registered Office at (hereinafter called the
“Other Partner” which expression shall include its successors, executors and permitted
assigns) for the purpose of making a bid and entering into a contract (in case of award) against
the Tender No 01/2022 for Procurement, Customization, Deployment of SAP Enterprise
Resource Planning (ERP) Software in GRIDCO, a Govt. of Odisha Undertaking, having its.
Registered Office at GRIDCO Office, Janpath, Bhubaneswar.

WHEREAS GRIDCO invited bids as per the above mentioned Specification for the
Procurement, Customization, Deployment of SAP Enterprise Resource Planning (ERP)
Software in GRIDCO stipulated in the bidding documents.

AND WHEREAS Qualification Requirement of the Bidder as per Instruction To Bidder
(ITB), forming part of the bidding documents, stipulates that a Joint Venture/Consortium of
two qualified firms as partners, meeting the requirement for the bid as applicable may bid,
provided the Joint Venture/Consortium fulfills all other requirements jointly and in such a case,
the BID shall be signed by the Lead partners legally bind both the Partners of the Joint
Venture/Consortium, who will be jointly and severally liable to perform the Contract and all
obligations thereunder.

AND WHEREAS the Joint Venture/Consortium agreement shall be attached to the bid and the contract performance guarantee will be submitted separately as per the format enclosed with the bidding document without any restriction of liability for either party.

AND WHEREAS the bid has been submitted to GRIDCO vide Bid Proposal Nodatedby Lead Partner based on the Joint Venture/Consortium agreement between the Partners under these presents and the bid in accordance with the requirements of Qualification Requirement of the Bidders, has been signed by the partners.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreement both the Partners to this Joint Venture/Consortium do hereby now agree as follows:

1. In consideration of the award of the Contract by GRIDCO to the Joint Venture/Consortium partners, we, the Partners to the Joint Venture/Consortium agreement do hereby agree that M/s shall act as Lead Partner and further declare and confirm that

we shall jointly and severally be bound unto GRIDCO for the successful performance of the Contract and shall be fully responsible for the Procurement, Customization, Deployment of SAP Enterprise Resource Planning (ERP) Software in GRIDCO in accordance with the Contract.
2. In case of any breach of the said Contract by the Lead Partner or other Partner, we do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if GRIDCO suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance as per the contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to GRIDCO, on its demand without any demur. It shall not be necessary or obligatory for GRIDCO to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner.
4. The financial liability of the Partners of this Joint Venture/Consortium agreement to GRIDCO, with respect to any of the claims arising out of the non-performance of the obligation set forth in the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the

Joint Venture/Consortium agreement.

5. It is expressly understood and agreed between the Partners to this Joint Venture/Consortium agreement that of each of the Partners shall be as delineated hereunder.
 - a. the sharing of responsibilities and obligation.
 - b. Extent of participation of each party in the Joint Venture/Consortium.
 - c. Commitment of each party to furnish the Performance Security to the extent of his participation in the Joint Venture/Consortium.
 - d. Responsibility of each Partner of Joint Venture/Consortium (in terms of Physical and Financial involvement).
 - e. Working Capital arrangement of Joint Venture/Consortium.
 - f. Provision that NEITHER party of the Joint Venture/Consortium shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in Joint Venture/Consortium to any party including existing partner (s) of the Joint Venture/Consortium. The GRIDCO derives right for any consequent action (including blacklisting) against any or all Joint Venture/Consortium partners in case of any breach in this regard.
 - g. Management Structure of Joint Venture/Consortium with details.
 - h. Lead Partner to be identified who shall be empowered by the Joint Venture/Consortium to incur liabilities on behalf of Joint Venture/Consortium and to receive instructions for and on behalf of the Partners of Joint Venture/Consortium, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.
 - i. the Profit-Sharing Ratio of the partners of the Joint Venture/Consortium.
6. This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack (Odisha) shall have the exclusive jurisdiction in all matters arising there under.
7. In case of an award of Contract, We the Partners to the Joint Venture/Consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favor of GRIDCO in the forms acceptable to GRIDCO for value of 3% of the Contract Price in the profit sharing ratio of our share in the Joint Venture/Consortium Agreement.
8. It is further agreed that the Joint Venture/Consortium agreement shall be irrevocable

and shall form an integral part of the Contract, and shall continue to be enforceable till GRIDCO discharges the same. It shall be effective from the date mentioned above for all purposes and intents.

IN WITNESS WHERE OF the Partners to the Joint Venture/Consortium agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year mentioned above.

1. Common Seal... of **For Lead Partner** has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized resolution representative)

Signature.....

Signature

Name.....

Name

Designation.....

Designation

(Common Seal of the company)

2. Common Seal... of **For Other Partner** has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized representative)

Signature.....

Signature

Name.....

Name

Designation.....

Designation

(Common Seal of the company)

WITNESS

1. Signature:

Name:

Official Address:

2. Signature:

Name:

Official Address:

ANNEXURE – 8

PROFORMA OF POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM

**(On Non –Judicial Stamp Paper of Appropriate value
to be Purchased in the Name of JOINT VENTURE/CONSORTIUM)**

POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Joint Venture/Consortium Partners whose details are given hereunder.....have formed a Joint Venture/Consortium under the laws of Intra India and having our Registered Office (s) / Head Office

(s) at.....(each hereinafter called the ‘Joint Venture/Consortium’ partly which expression shall unless repugnant to the context or meaning thereof, include its respective successors, administrators and assign(s) and now acting through M/s.....being the lead Partner in-charge do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of India and having its Registered/Head Office at..... as our duly constituted lawful

Attorney (hereinafter called “Attorney” or “Authorised Representative” or “lead Partner in Charge”) to exercise all or any of the powers for and on behalf of the Joint Venture/Consortium in regard to Tender No. 01/2022 for Procurement, Customization, Deployment of SAP Enterprise Resource Planning (ERP) Software in GRIDCO and the bids for which have been invited by GRIDCO, to undertake the following acts

1. To submit proposal and participate in the aforesaid Bid – Specification of GRIDCO on behalf of the “Joint Venture/Consortium”.
2. To negotiate with GRIDCO the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with GRIDCO for and on behalf of the “Joint Venture/Consortium”.
3. To do any other act or submit any document related to the above.
4. To receive, accept and execute the contract for and on behalf of the “Joint Venture/Consortium”.
5. To receive payment on behalf of the Joint Venture/Consortium.
6. To submit Bank Guarantee on behalf of the Joint Venture/Consortium.

It is clearly understood that the Partner in –charge (Lead Partner) shall ensure performance of the contracts (s) and if one or more Partner fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the partners.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Latent Defect Period in terms of the contract.

The Joint Venture/Consortium partners hereby agree and undertake to ratify and confirm all the actions whatsoever the said Attorney/ Authorised Representative / Partner in-charge takes.

It is proposed on behalf of the Joint Venture/Consortium by virtue of this Power of Attorney and the same shall bind the Joint Venture/Consortium as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture/Consortium as aforesaid have executed these presents on thisday of under the Common Seal (s) of their Companies.

for and on behalf of
the Partners of Joint Venture/Consortium
.....

The Common Seal of the above Partners of the Joint Venture/Consortium:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1.0 Signature

Name

Designation.....

Occupation.....

2.0 Signature

Name

Designation.....

Occupation.....