

Annexure-I to LOI

1.0 BRIEF SCOPE OF WORK:

Providing end to end consultancy services for implementation of Enterprise Resource Planning (ERP) solution in NEEECO.

2.0 CONTRACT PRICE:

The total Contract Price for the entire scope of work under this CONTRACT shall be ₹ 1,26,26,885/- (Rupees One Crore Twenty Six Lakhs Twenty Six Thousand Eight Hundred Eighty Five) only inclusive of Service Tax. The contract price will remain fixed throughout the period of the contract and no escalation will be allowed.

3.0 PERIOD OF CONSULTANCY:

The period of consultancy for the entire scope of services shall be 30 months from the date of Letter Of Intent (LOI).

4.0 DELIVERABLES TIME LINE:

Time is the essence of the contract and the schedules shall be strictly adhered to. Consultant shall perform the work in accordance with the agreed schedule as per Clause No. 25.0 of detailed bid document.

5.0 LIQUIDATED DAMAGE (LD):

If the work is not completed in time as per Scope and Deliverable Timelines, due to reasons attributable to the Consultant, NEEPCO without prejudice to the right of the Corporation, recover the following damages for breach of Contract by the Consultant:

1. Reduce Contract price @ 0.50% (half percent) per week or part thereof of the total Contract Price subject to a maximum of 10% of the contract price subject to Force Majeure.
2. The LD Clause shall be in addition to the 'Penalties for Delay in Completion of work due to non-deployment of Personnel' as Stipulated at **Clause No. 30** of bid document.

6.0 CONTRACT PERFORMANCE GUARANTEE (CPG):

Within 30 (thirty) days from the date of issue of LOI, the consultant shall submit a Contract Performance Guarantee for amount equivalent to 10% of the total Contract value for the due and faithful performance of the Agreement and for the due and faithful performance of the Letter of Intent along with the other terms and



conditions agreed to. The Bank Guarantee shall be initially valid for such period to cover 90 (ninety) days beyond the full term of the Contract period.

7.0 PAYMENT SCHEDULE:

7.1 The Payment Schedule to be made to the Consultant against the milestone stipulated in the Detailed Scope of Work shall be as below:

| Sl. No. | Milestone | Percentage (%) of Total Contract Value Payable to Consultant | Deliverables |
|---------|---|---|---|
| 1 | On mobilisation of the consultant's resources | 10% of the contract price against submission of the Bank Guarantee (BG) in the prescribed format attached with LOI. | Mobilisation and submission of BG |
| 2 | On Submission of IT Road Map and Approved Detailed Project Report (DPR) | 10 % of Total Contract value | IT Road Map and approved DPR |
| 3 | On Submission of Approved RFP document. | 10 % of Total Contract value | RFP |
| 4 | On finalisation of Vendor(s) Selection | 10 % of Total Contract value | Issue of LOI to Vendor |
| 5 | Monthly Progress Report | 30% of Total Contract value shall be made on Pro-rata basis for 15 monthly progress reports i.e. Payment of 2 % of Total Contract value for every monthly report till Go-Live at Last Site (15 th month from zero date as envisaged). <i>Zero date shall be the kick off meeting date with ERP Vendor(s).</i> | MPR |
| 6 | Go-Live at Corporate site & First Plant Site(s) | 15 % of Total Contract value | Go-live sign off by NEEPCO |
| 7 | Go-Live at Last Site | 10 % of Total Contract value | Go-Live sign off by NEEPCO |
| 8 | Post Go-Live Review | 5 % of Total Contract value | Post Go-live Report i.e. 6 (six) months after Go-live at Last site. |

- 7.2 The Bank Guarantee against mobilization shall be released on submission of the approved DPR.
- 7.3 The First Plant Sites means one (1) regional office, one (1) hydro plant and one (1) Gas Based Plant of the Purchaser.
- 7.4 All other terms and condition for payment shall be as per the bid document.

8.0 MODE OF PAYMENT:

All payments due to the Consultant shall be disbursed under the e-payment system. The In Charge or Authorized Representatives of the Corporation will verify and certify the Consultant's invoices, indicating payment instructions (full bank details) for disbursement.

The consultant shall have to furnish the following information for receiving payment against the work through e-payment system:

| | |
|--------------------------|-----------------------------|
| 1. Name of beneficiaries | 2. Name of the Bank: |
| 3. Branch of the Bank: | 4. IFSC code of the Branch: |
| 5. Account No.: | 6. City/Town: |
| 7. Fax No.: | 8. Telephone No.: |
| 9. E-mail address: | |

9.0 PAYING AUTHORITY:

All payments shall be made from the Corporate Office, Shillong. The Senior Manager (Bills), NEEPCO, Lower New Colony, Shillong shall be the Paying Authority, who shall release the payment based on the certification from the officer In-charge. All bank charges shall be to the account of the Consultant.

10.0 OFFICER - IN - CHARGE:

The Executive Director (IT), NEEPCO Ltd, Shillong.

11.0 ACCEPTANCE OF LOI:

The consultant shall confirm acceptance of the Letter of Intent in the e-portal within 3 (Three) days from the date of issue and by returning a duly signed copy of the Letter of Intent to NEEPCO.

12.0 SIGING OF CONTRACT AGREEMENT

On acceptance of the LOI and submission of CPG and its acceptance by the Purchaser, the consultant shall require to sign the Contract Agreement on pre-notified date.

13.0 OTHER TERMS & CONDITIONS:

All other terms and conditions which are not specifically mentioned here shall be governed by the bid document.

Aishi
05/11/17