
Contract Forms

Agreement

THIS AGREEMENT is made on this _____ (eg. 3rd) day of _____ (eg. February), _____ (eg. 2010), between _____ of _____ (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and _____ of _____ (hereinafter called “the Supplier”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Goods and Related Services, viz., _____ (eg. Name of bid) vide their bid document number _____, dated _____

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of those Goods and _____ Related _____ Services _____ in _____ the _____ sum _____ of _____ (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 deemed to form and be read and construed as part of this Agreement, viz.:
 - i. the Detailed award of contract;
 - ii. the Service level agreement;
 - iii. Instructions to Bidders
 - iv. the Special Conditions of Contract;
 - v. the General Conditions of Contract;
 - vi. the MTS document
 - vii. the Scope of Work;
 - viii. the Technical Specifications
 - ix. the Purchaser’s Notification to the Supplier for Award of Contract;
 - x. Vendor’s response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - xi. Appendix A & D to N;
 - xii. Acceptance of purchaser’s notification

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

“Save Energy for Benefit of Self and Nation”



(An ISO 9001:2008 Certified Company)

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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 Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (Authorized Utility official)

Signed by _____ (for the Supplier)

Witness-1

Witness-2

Performance Security

BANK GUARANTEE

This Guarantee made on this _____ day of _____ 2010 between _____ Bank Limited, a Company incorporated in _____ having its registered office at _____ and one of its branch office at _____ Mumbai _____ hereinafter called the "Bank" which expression shall unless repugnant to the context or contrary to the meaning thereof shall include its successors and assigns) of the One Part and _____, a Company incorporated in India under the Companies Act, 1956 and having its registered office at _____ (hereinafter called " Purchaser" which expression shall include its successors) of the Other Part.

WHEREAS

1. The Supplier has entered in to an agreement with the purchaser (Contract No. _____ dated _____ for supply of _____ herein after called "the Contract".
2. As per the terms of the Contract the Supplier has to provide a Bank Guarantee from a Nationalized Bank for an amount of Rs _____ (the "Guaranteed Amount") for the due performance of the Suppliers Obligations in accordance with the Contract in favour of the Purchaser. A copy of the Contract is enclosed with this Bank Guarantee.
3. The Bank has, at the request of Supplier, agreed to give in favour of the Purchaser a Guarantee for payment of the Guaranteed Amount in a manner hereinafter appearing which the Purchase has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said Contract and in consideration of the premises, the Bank hereby unconditionally and irrevocably, and without any qualification whatsoever, agrees, covenants, undertakes and guarantees, as primary obligator and not as surety merely, to make payment to Purchaser on its first demand without whatsoever any claims, objection, protest or demur and without any recourse to the Supplier, notwithstanding any intimation or direction to the contrary or any objection, such sum or sums of money to the extent of and upto the Guaranteed Amount up to and including 14*days after the due performance of the suppliers obligation including any warranty and FMS obligations and termination of the said Contract
2. Any such demand placed on the Bank shall be conclusive as regards the Guaranteed Amount due and payable by the Bank under this Guarantee.
3. This Guarantee is executed up to and including a period of 14 days after the due performance of the supplier's obligation and termination of the said Contract during which period it is not revocable except with the previous written consent of Purchaser.
4. Purchaser may, without affecting Bank's liabilities and obligations hereunder, grant time or other indulgence to or compound with Supplies or enter into any agreement or agree to forbear to enforce any of the terms and conditions of this Guarantee.
5. This Guarantee shall not be affected by any change in the constitution of Purchaser or Supplier by merger, amalgamation or absorption with any other body or corporation or otherwise and this Guarantee will be available to or enforceable by or against such body or corporation.

Regd. & Corporate Office: Visnagar Road, MEHSANA - 384 001 (North Gujarat)

Telephone: 02762-236254

Fax: (02762) 223574

Website: www.ugvcl.com

e-mail: corporate@ugvcl.com

UGVCL/RAPDRP/SCADA/SIA/CHEMTROLS/3

“Save Energy for Benefit of Self and Nation”

UGVCL
Uttar Gujarat Vij Company Limited
CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

(An ISO 9001:2008 Certified Company)

In order to give effect to this Guarantee, Purchase shall be entitled to act as if the Bank were the principal debtor and the Bank hereby waives all and any of its rights of suretyship.

Any notice by way of request and demand or otherwise hereunder sent by telex, fax or personally served, or by registered post addressed as aforesaid to the Bank in Mumbai, India shall be presumed to have been duly received by the Bank as follows:

- (i) If personally served, when served.
- (ii) If by fax or telex on the second business day after the transmission.
- (iii) If mailed, upon receipt, or on seventh day after deposit in the mail with postage prepaid.

The Guarantee herein contained is not revocable by notice during its currency and shall remain in full force until payment has been made to Purchase by Bank of the Guaranteed Amount payable hereunder.

The liability of the Bank is irrevocable during the currency of this Bank Guarantee and is restricted to the Guaranteed Amount viz. Rs _____ (Rupees _____ Only).

Unless demand or claim under this Guarantee is received by the Bank in writing within the validity period of this Guarantee, all the rights of Purchase against the Bank shall be forfeited and the Bank shall be relieved and discharged of all liabilities hereunder.

These Presents shall be governed by and construed in accordance with the Indian Law, and the courts in _____ alone shall have exclusive jurisdiction in relation hereto.

The Bank hereby declares that it has power to issue this Guarantee and the undersigned have the full power to approve execution, delivery and the performance of the Guarantee.

Signed, sealed and delivered by the Bank

For _____

Authorized Signatories

Appendix B – Service Level Agreement

B1 : Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by Supplier to Purchaser for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

- 1 Trigger a process that applies Purchaser and Supplier management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
- 2 Makes explicit the performance related expectations on performance required by the Purchaser
- 3 Assist the Purchaser to control levels and performance of services provided by Supplier
- 4 This SLA is between Supplier and Purchaser.
- 5 The SLA should be read in conjunction with provisions provided in Section 6, Chapter-2 of MTS document.

B2: Description of Services Provided

Supplier shall provide service as defined in Section VI - Scope of Work, in accordance to the definitions and conditions as defined in the Section VII - GCC and Section VIII - SCC.

B.2.1 Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures detailed in Section B.2.8 of SLA (SLA Change Control).

B.2.2 Service Level Agreements & Targets

This section is agreed to by Purchaser and Supplier as the key supplier performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contact or its revision whichever is later.

Service Level Chart

For overall system availability

Availability per quarter	Deduction as % of the apportioned price of total FMS for SCADA-DMS portion of the contract applicable for that site
≥ 99%	NIL
Less than 99%	Deduction of 2% of the apportioned price of the apportioned quarterly AMC for every 1% or part there of decrease in availability under 99%.

For individual hardware & non critical functions

Availability per quarter	Deduction as % of the apportioned price of total FMS for SCADA-DMS portion of the contract applicable for that site
≥ 98%	NIL
Less than 98%	Deduction of 2% of the apportioned price of the apportioned quarterly AMC for every 1% or part there of decrease in availability under 98%.

Regd. & Corporate Office: Visnagar Road, MEHSANA - 384 001 (North Gujarat)

Telephone: 02762-236254

Fax: (02762) 223574

Website: www.ugvcl.com

e-mail: corporate@ugvcl.com

“Save Energy for Benefit of Self and Nation”

(An ISO 9001:2008 Certified Company)

While calculating Availability following shall be considered :

The Overall SCADA/DMS System shall be considered as available if

- a) All SCADA applications are available
- b) All DMS applications are available
- c) All SCADA/DMS functions described in the specification are executed at periodicities specified in the specification. without degradation in the response times
- d) Requests from available Operator Consoles & VPS are processed
- e) Information Storage and Retrieval applications are available
- f) Data exchange with other system is available
- g) One of the redundant hardware is available so that all the SCADA/DMS applications are functional to ensure the design & performance requirement as envisaged in the MTS

Further, Non-Availability of RTU/Data Concentrators/FRTUs/FPI/R-APDRP-IT System shall not be considered for calculating Overall SCADA/DMS System Availability.

However each device, including RTU, FRTU & Servers etc. shall individually exhibit a minimum availability of 98%. Further, the non-availability of following Non-Critical functions shall not be considered for calculations of SCADA/DMS System availability , however these functions should be available for 98% of the time.

- (a) Database modification and generation
- (b) Display modification and generation
- (c) Report modification and creation
- (d) DTS

The computation of Availability / Non-availability would be rounded up to 2 decimal places at each Contract Co-ordination Site on quarterly basis and any deduction in the maintenance charges thereof would be calculated as stated above on pro-rata basis.

Availability would be on per quarter basis

The formula to be used for availability computation would be as under:

$$\text{Availability per quarter (per site)} = \frac{\text{THQ} - (S1 \times 1 + S2 \times 0.4 + S3 \times 0.1)}{\text{THQ}} \times 100\%$$

Where THQ is total hours in the quarter

S1 is the total non-available hours in Severity Level-1

S2 is the total non-available hours in Severity Level-2

S3 is the total non-available hours in Severity Level -3

Severity definition chart is tabulated below for reference.

Problem Severity Levels

The problems will be categorized as follows:

Category	Definition
Severity 1 – Urgent	Complete system failure, severe system instability, loss or failure of any major subsystem or system component such as to cause a significant adverse impact to system availability, performance, or operational capability
Severity 2 – Serious	Degradation of services or critical functions such as to negatively impact system operation. Failure of any redundant system component such that the normal redundancy is lost Non-availability of Man-power at control centre during working hours
Severity 3 – Minor	Any other system defect, failure, or unexpected operation
Severity 4 – General/Technical Help	Request for information, technical configuration assistance, “how to” guidance, and enhancement requests.

The details of the system under different severity level are as below:-

a) Severity-1 (Urgent support)

This support is required when there is a complete system failure, severe system instability, the loss/ failure of any major sub-system / system or its components, which may significantly impact the system availability, performance, or operational capability at Control centre. For example, loss of data to the operator due to any problem in SCADA-DMS system, loss of ICCP system (software/Hardware related), Loss/failure of DR Centre, outages of both the CFEs attributable to any software/hardware related problem, outage of any important software functionality (on both the servers) which is required to disperse Distribution management functions, , Failure of both GPS clock and time synchronization and outage of both routers, failure of both LAN system, outage of both main and backup servers of any system, firewall would be included under this category. Initially Utility’s Engineers shall attempt to restore the system. In case the system does not come up and/or the problem is not resolved then Utility’s Engineer shall intimate the problem to the Contractor. Upon receiving intimation, the representative of the Contractor would immediately attend to the problem and if required, any other authorized representative the Contractor may log on to the system. The problem shall be attended by the Contractor at the earliest, within the response/Resolution time as specified in the Agreement. The Contractor shall take all steps to restore the SCADA functionality at the earliest to avoid data loss.

b) Severity-2

The support services not defined under Severity-1 are included under this category. Failure of one SCADA/DMS/FEP Server/ICCP server, failure of VPS, Stoppage of data collections for archiving, real time calculations, failure in Acquisition of SOE at the respective Control-Centre, outage of Real Time Network and distribution applications, and other applications are included in this category. Coverage under this severity would be outages that do not immediately cause on feeder data loss but subsequently could result into Severity-1 category outage, loss of an important subsystem that may affect the day-to-day works and loss of archived data. Failure of

any redundant system component affecting the critical redundancy like loss of any one Application Processor, Router, CFE would also be included in this category. Non-availability of Man-power at control centre during working hours will also be covered under this category.

c) Severity-3 (Standard support)

The support services included under this category are when the outage or loss of functionality is neither an emergency nor a priority functionality as indicated in severity level 1 or 2 above. Problems like database reworking, failure of any one workstation, etc. would be covered under this Severity.

d) Severity-4 (General Technical Help)

Request for information, technical configuration assistance, “how to” guidance, and enhancement requests are included under this category.

B.2.3 Breach of SLA

In case the Supplier does not meet the service levels mentioned in Section B.4 of this Appendix & Section-6, Chapter-2 of MTS document, for three (3) continuous time-periods as specified in the relevant clause, the Purchaser will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

1. Purchaser issues a show cause notice to the Supplier.
2. Supplier should reply to the notice within three working days.
3. If the Purchaser authorities are not satisfied with the reply, the Purchaser will initiate termination process as described in clause 33 of Section VII, GCC.

B.2.4 Exclusions

The Supplier will be exempted from any delays or slippages on SLA parameters arising out of following reasons:-

- 1 Delay in execution due to delay (in approval, review etc) from Purchaser’s side. Any such delays will be notified in written to the IT Team.
- 2 The network links will be provided by a third party and the Supplier will monitor and report any problems on behalf of third party. If Supplier notifies and Purchaser approves that the delay or fault was due to the third party link services then such loss will not be considered for tracking Supplier’s SLA parameters (Also reduced from total service time).

B.2.5 Monitoring and Auditing

IT Team of Purchaser will review the performance of Supplier against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the Supplier as soon as possible. Purchaser reserves the right to appoint a third-party auditor to validate the SLA.

B.2.6 Reporting Procedures

The Supplier’s representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include “actual versus target” SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the Purchaser’s IT Team.

B.2.7 Issue Management Procedures

B.2.7.1 General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Purchaser and Supplier. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

B.2.7.2 Issue Management Process

- Either Purchaser or Supplier may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Purchaser and the Supplier’s representative will determine which committee or executive level should logically be involved in resolution.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- Management of Purchaser and Supplier will develop a temporary, if needed, and the permanent solution for the problem at hand. The Supplier will then communicate the resolution to all interested parties.
- In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

B.2.8 SLA Change Control

B.2.8.1 General

It is acknowledged that this SLA may change as Purchaser’s business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- 1 A process for negotiating changes to the SLA.
- 2 An issue management process for documenting and resolving particularly difficult issues.
- 3 Purchaser and Supplier management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

B.2.8.2 SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be Purchaser’s monthly review meetings.

B.2.8.3 Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

B.2.9 Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that purchaser and Supplier management are

communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

1. All issues would be raised to the project management team, which is completely responsible for the day to day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.
2. If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented by the IT team.
3. In case one or both the parties are unsatisfied with the decision of the top management of the Purchaser, the dispute will be resolved as specified in clause 7 of Section VII – GCC.

B.2.10 Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be executed by their respective authorized representatives as of the date first written above.

Supplier

Purchaser

(On Behalf of all consortium members also)

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----

OTHER PROVISIONS:

1. BOQ training table has given the number of trainees and training days requirement .Bidder has to follow this for each city.
2. DC Transducers is required in each RTU and FRTU location and the count is same as RTU and FRTU count.
3. Existing GPS receiver is supporting NTP/SNTP.
4. In RTU and FRTU bidder can follow the HDR and CMR count which is mentioned in the corresponding section of BOQ. In the Signal count table of RTU, The DS signal is showing the double indication count, Bidder has to multiply by 2 for getting the actual signal status. In the case of DC, the count shows the actual commands count.
5. In the Signal count table of FRTU, The DS signal is showing the double indication count, Bidder has to multiply by 2 for getting the actual signal status. In the case of DC, Bidder has to multiply by 2 for getting the actual commands.
6. 1 color Plotter of minimum of 36" is required in each control center and has resolution of 2400X1200 dpi and have Ethernet interface.
7. 1 color scanner is required in each control center with paper size support for A3.
8. BG Any scheduled bank as notified by RBI is acceptable.

“Save Energy for Benefit of Self and Nation”

UGVCL
Uttar Gujarat Vij Company Limited
CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

(An ISO 9001:2008 Certified Company)

9. HDR total count in FRTU section of BOQ is 27553 instead of 28696
10. Bidder shall provide input/output ACDB .The number of feeders and their ratings in the output ACDB shall be decided during detail engineering.
11. FAT will be conducted DISCOM Wise.
12. FMS is for five years and warranty shall be 36 (Thirty Six) months from the date of commissioning or 42 (forty two) months from date of delivery at Purchaser’s stores whichever is earlier as per the new Amendment from PFC Dated 12 th September.
13. Operational acceptance certificate will be issued DISCOM wise.
14. 5% spares need to store throughout the FMS period.