

| SNO | MTS clause reference                                                                                   | Present description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Modified description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | <p>MTS section 1 clause 1.4.1 point 3 last para,</p> <p>Clause 1.11 SECTION 6 Chapter 2 clause 2.1</p> | <p><b>MTS: SECTION 1 Chapter 1 clause 1.4.1: Point 3 FMS last para</b> The Scope of Work shall include the software and hardware maintenance support to be provided by the Contractor in respect of the system supplied under this project during five year Facility Management Services(FMS) period along with Supervision &amp; Operationalizing five year warranty of the SCADA/DMS System after the Operational Acceptance of the SCADA/DMS System. :</p> <p><b>MTS: SECTION 1 Chapter 1 clause 1.11 Warranty</b><br/>                     This would include five years warranty for the related hardware &amp; software supplied under the SCADA/DMS project after the operational acceptance of the SCADA/DMS System. The five year warranty shall include comprehensive OEM on-site warranty for all components (H/W and Software including OS) supplied including reloading and reconfiguration of all Software and device drivers/patches etc. if required. For details refer section 6 chapter 2.</p> | <p><b>MTS: SECTION 1 Chapter 1 clause 1.4.1: Point 3 FMS last para</b><br/>                     The Scope of Work shall include the software and hardware maintenance support to be provided by the Contractor in respect of the system supplied under this project during five year Facility Management Services(FMS) period along with Supervision &amp; Operationalizing warranty of the SCADA/DMS System after the Operational Acceptance of the SCADA/DMS System. The period of 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:</p> <p><b>MTS: SECTION 1 Chapter 1 clause 1.11 Warranty</b><br/>                     This would include warranty for 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 for the related hardware &amp; software supplied under the SCADA/DMS project The warranty shall include comprehensive OEM on-site warranty for all components (H/W and Software including OS) supplied including reloading and reconfiguration of all Software and device drivers/patches etc. if required. For details refer section 6 chapter 2.</p> |

|    |                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                        | <p><b>MTS: SECTION 6 Chapter 2 clause 2.1 SCOPE OF WORK</b></p> <p>The Scope of Work shall include the software and hardware maintenance support to be provided by the Contractor in respect of the system supplied under this project during five year Facility Management Services (FMS) period alongwith Supervision &amp; Operationalizing five year warranty of the SCADA/DMS System after the Operational Acceptance of the SCADA/DMS System.</p> | <p><b>MTS: SECTION 6 Chapter 2 clause 2.1 SCOPE OF WORK</b></p> <p>The Scope of Work shall include the software and hardware maintenance support to be provided by the Contractor in respect of the system supplied under this project during Facility Management Services (FMS) period alongwith Supervision &amp; Operationalizing warranty for 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</p> |
| 2. | Section-2, chapter-5, para-5.2.1 server:               | <p>The minimum hardware configuration of the servers shall be:</p> <ul style="list-style-type: none"> <li>▪ .....</li> <li>▪ .....</li> <li>▪ 8GB Main memory (RAM)<br/><b>For servers* 4GB Main memory (RAM)</b></li> <li>▪ 216 GB Auxiliary memory (Hard disk drive)/<b>For servers * 144 GB Auxiliary memory (Hard disk drive)</b></li> <li>▪ .....</li> </ul>                                                                                       | <p>* <b>Note</b> : Applicable to following servers.</p> <ol style="list-style-type: none"> <li>a. Communication Server s(i.e.ICCP/Inter Control Center Communication Server, Front –End server (Communication Front End) FEP (CFE) &amp; Communication Server)</li> <li>b. DMZ Server</li> <li>c. Training &amp; Development System Server (DTS &amp; Development Server)</li> </ol>                                                                                                                  |
| 3. | Section 2 :Chapter 5: Hardware requirement :Item 5.2.5 | shall have minimum of twenty four (48) ports of 10/100/1000Mbps per LAN switch for SCADA/DMS LAN & (24)ports be considered for DMZ system, DTS & development system & DR system each,)                                                                                                                                                                                                                                                                  | Shall have forty eight (48) ports of 10/100/1000Mbps per switch shall be available for SCADA/DMS LAN & Twenty Four (24)ports shall be considered for DMZ system, DTS & development system & DR system each,)                                                                                                                                                                                                                                                                                          |

Modification no . 2 dtd 12.09.11 - RFP & SCADA/DMS Model technical specification (MTS) under R-APDRP

|    |                                                                        |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                |
|----|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | last bullet                                                            |                                                                                                                                                                                                                                                                    |                                                                                                                                                                                |
| 4. | Section 3<br>:Chapter 1:RTU/FRTU<br>:Table -1 List of Test on RTU/FRTU | Test No-27 –Test for LDMS Testing -.                                                                                                                                                                                                                               | Test No-27 –Test for LDMS Testing for RTU.                                                                                                                                     |
| 5. | Section 3<br>:Chapter 1<br>Clause 1.21                                 | The LDMS is a client workstation of main SCADA/DMS control centre connected on 2 Mbps or 64 kbps leased line for local monitoring of SCADA/DMS System. The hardware & software specification features shall be same as of remote VDU defined for SCADA /DMS System | The LDMS shall be connected to RTU for local data monitoring of S/S and RTU. The hardware specification shall be same as that of remote VDU                                    |
| 6. | Sec 9 Table A Item 20                                                  | Item 20 – Firewall & Network IPS – No 1                                                                                                                                                                                                                            | Deleted                                                                                                                                                                        |
| 7. | Sec 2<br>Chapter 5<br>Clause 5.10                                      | 3. One operator workstation shall be considered per 10 S/S at SCADA/DMS control centres. However, for locations less than 20 S/S shall have 2 operator workstation as minimum.                                                                                     | 3. One operator workstation shall be considered per 20 S/S at SCADA/DMS control centres. However, for locations less than 20 S/S shall have 2 operator workstation as minimum. |

| SNO | RFP clause reference                                           | Present description                                                                                          | Modified description                                                                                                                                                                                                                                  |
|-----|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | RFP Section V Form F- 3: Bid Security                          | The Bidder has submitted its Bid dated _____ ICB No._____ for supply of _____ herein after called "the Bid". | _____(here after called "The bidder")<br>The Bidder has submitted its Bid dated _____ ICB No._____ for supply of _____ herein after called "the Bid".<br>(b) Advance will be released against same amount of BG.(Format as given below as Form F3-A): |
| 2.  | RFP Section V Form F- 3A : advance bank guarantee (New clause) |                                                                                                              | Section V Form F-3A advance bank guarantee                                                                                                                                                                                                            |
| 3.  | RFP Appedix C3 Added Note for Form F4                          |                                                                                                              | Note :The prices shown in Price proposal Appendix C-3 against mandatory spares should be supported by an Annexure indicating their unit prices and quantity.                                                                                          |
| 4.  | RFP Appedix C3 Added Note for Form F5                          |                                                                                                              | Note :The Price shown against FRTU and RTU in Price proposal Appendix C-3 should be supported by an Annexure, indicating substation/location wise, and Town wise prices, with their totals & subtotals.                                               |
| 5.  | RFP Appedix C3 Added Mandatory spares                          |                                                                                                              | Note :The prices shown in Price proposal Appendix C-3 against mandatory spares should be supported by an Annexure indicating their unit prices and quantity.                                                                                          |

Modification no . 2 dtd 12.09.11 - RFP & SCADA/DMS Model technical specification (MTS) under R-APDRP

|     |                                  |                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                             |
|-----|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.  | RFP GCC Definition n )           | “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 Supplier, as per the provisions of Clauses 19 of the GCC. | “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 Supplier, as per the provisions of Clauses 18 of the GCC. |
| 7.  | RFP GCC 4.1 a                    | Without prejudice to <b>Clause 5.1</b> of this GCC, for the purposes of fulfillment of it’s obligations as laid down under the Contract where the Purchaser deems fit and unless the context requires otherwise,                                                                                                                            | Without prejudice to <b>Clause 4.1</b> of this GCC, for the purposes of fulfillment of it’s obligations as laid down under the Contract where the Purchaser deems fit and unless the context requires otherwise,                                                                                                                            |
| 8.  | RFP GCC 13.2                     | The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, accompanied by the documents submitted pursuant to GCC Clause 10.                                                                                     | The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, accompanied by the documents submitted pursuant to GCC Clause 9.                                                                                      |
| 9.  | RFP GCC 15 (Heading)             | Performance security                                                                                                                                                                                                                                                                                                                        | Security                                                                                                                                                                                                                                                                                                                                    |
| 10. | RFP GCC 15.1 -15.4 (Sub Heading) |                                                                                                                                                                                                                                                                                                                                             | Performance security<br>Sub heading 15.1-15.4                                                                                                                                                                                                                                                                                               |
| 11. | RFP GCC 15.5 -15.6 (Sub Heading) |                                                                                                                                                                                                                                                                                                                                             | Advance bank guarantee<br>Sub heading 15.5-15.6                                                                                                                                                                                                                                                                                             |

|     |                                              |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12. | RFP GCC<br>15.5 & 15.6<br>new sub<br>clauses |                                                                                                                                                                         | <p>15.5 Supplier shall provide a Bank Guarantee equal in amount and currency to the advance payment, and valid until the Supplier has fully repaid/adjusted the amount so advanced to the Purchaser in accordance with the terms of the Contract and completion of successful site acceptance test.</p> <p>15.6 The security shall be in the format provided in the Bidding Documents or in another format acceptable to the Purchaser. The amount of the security shall be reduced in proportion to the value of the System executed by and paid/adjusted to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered/adjusted by the Purchaser and site acceptance test has been successfully completed. The way the value of the security is deemed to become reduced and, eventually, voided is as specified in the SCC. The security shall be returned to the Supplier immediately after its expiration.</p> |
| 13. | RFP GCC<br>16.4                              | Subject to <b>sub-clauses 17.1 to 17.3</b> , the Supplier shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, | Subject to <b>sub-clauses 16.1 to 16.2</b> , the Supplier shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 14. | RFP GCC<br>17.4                              | The obligation of a party under GCC <b>Sub-Clauses 18.1 and 18.2</b> above, however, shall not apply to information that:                                               | The obligation of a party under GCC Sub-Clauses <b>17.1 and 17.2</b> above, however, shall not apply to information that                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 15. | RFP GCC                                      | The above provisions of GCC Clause 18 shall not                                                                                                                         | The above provisions of GCC Clause 17 shall not in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

Modification no . 2 dtd 12.09.11 - RFP & SCADA/DMS Model technical specification (MTS) under R-APDRP

|     |              |                                                                                                                                                                            |                                                                                                                                                                         |
|-----|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | 17.5         | in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. | any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. |
| 16. | RFP GCC 17.7 | The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.                                                             | The provisions of GCC Clause 17 shall survive completion or termination, for whatever reason, of the Contract.                                                          |
| 17. | RFP GCC 38.5 | The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 28.                                          | The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 27.                                       |

**Form F- 3A : advanced bank guarantee**

**Advance Payment Bank Guarantee**

**This Guarantee** made on this \_\_\_\_\_ day of \_\_\_\_\_ 2011 between \_\_\_\_\_ **Bank Limited**, a Company incorporated in \_\_\_\_\_ having its registered office at \_\_\_\_\_ and one of its branch office at \_\_\_\_\_ *[insert: location]* \_\_\_\_\_ 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. Whereas, in accordance with the terms of the said Contract, the Purchaser has agreed to pay or cause to be paid to the Supplier an Advance Payment in the amount of *[insert: amount in numbers and words, for each currency of the Advance Payment]* due to the Supplier as per the terms of the Contract the Supplier has to provide a Bank Guarantee from a \*Nationalised 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**

4. 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 up to and including the date upon which the Supplier has fully repaid the amount so advanced to the Purchaser in accordance with the terms of the Contract and completion of successful site acceptance test.

5. Any such demand placed on the Bank shall be conclusive as regards the Guaranteed Amount due and payable by the Bank under this Guarantee.

6. This Guarantee is executed up to and including up to and including the date upon which the Supplier has fully repaid the amount so advanced to the Purchaser in accordance with the terms of the Contract and completion of successful site acceptance test during which period it is not revocable except with the previous written consent of Purchaser.

7. 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.

9. 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.

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 *[insert: location]*, 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.

Modification no . 2 dtd 12.09.11 - RFP & SCADA/DMS Model technical specification (MTS) under R-APDRP

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

Common Seal of the Bank