

Affidavit



**Indian-Non Judicial Stamp
Haryana Government**



Date : 14/02/2017

Certificate No. G0N2017B4067



Stamp Duty Paid : ₹ 100

(Rs. Hundred Only)

GRN No. 24081105



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Wapcos Ltd

H.No/Floor : 76c

Sector/Ward : 18

Landmark : Police station

City/Village : Sarhaul

District : Gurgaon

State : Haryana

Phone : 9582729696



Purpose : AGREEMENT to be submitted at All

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

1. Service Level Agreement (SLA)

1.1 Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by PMA to TANGEDCO 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 TANGEDCO and PMA 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 TANGEDCO.
3. Assist TANGEDCO to control levels and performance of services provided by PMA.
- 4 This SLA is between PMA and TANGEDCO.

1.2 Description of Services Provided

PMA shall provide service as defined in Section III - Scope of Work, in accordance to the definitions and conditions as defined in the Section II (b) - GCC and Section II (a) – Commercial terms and conditions of the Tender Specification CE (R-APDRP)/OT No. 01/2016-2017.

1.3 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 1.10 of SLA (SLA Change Control).

1.4 Service Level Agreements & Targets

This section is agreed to by Owner (TANGEDCO) and PMA M/s WAPCOS Ltd. 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.

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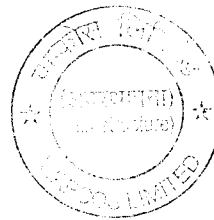
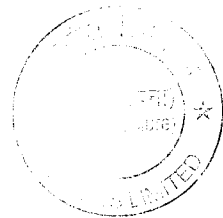


Table: Service Level Chart


Section	Service	Parameter	Service level	Validation	Penalty
1. Clause 2 & 4 of Section III	Reporting of establishment of offices including deployment of requisite man power, vehicles & other infrastructure, submission of inception report and Detailed work Implementation Schedule/CPM/PERT/ BAR chart etc., including formulation of supervision and monitoring system for project execution.	For corporate office Within 15 days from the date of issuance of LoA of this contract or as per the direction of TANGEDCO	100%	Proof certified by officer not below the rank of Superintending Engineer to be nominated by TANGEDCO	Liquidated Damages @ 0.5% per completed week of delay will be levied on the 10% upfront payment.
		For Circle Office Within 15 days from the date of issuance of LoA of this contract or as per the direction of TANGEDCO	100%	Proof certified by the project incharge of respective EDC	Liquidated Damages @ 0.5% per completed week of delay will be levied on the 10% upfront payment.
2. Clause 4 of Section III	Supervision and monitoring of placement of LoA for procurement of materials/works, all site works under the scope of implementing agency including quality checks in respect of material used and execution of works with specific emphasis on different elements completions timelines etc as per Guidelines of MoP.	As per the time line fixed by MoP/PFC/REC/ TANGEDCO	95%	Monthly progress report	For performance below service level(SL) of 95%, penalty will be levied as below. 1)90%≤SL<95% = 2% of quarterly charges 2)85%≤SL<90% = 2.5% of quarterly charges 3)80%≤SL<85% = 3.0% of quarterly charges 4)SL<80% - quarterly payment will not be made.

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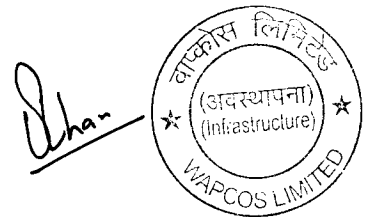


Section	Service	Parameter	Service level	Validation	Penalty
3. Clause 4 of Section III	Organize and conduct meetings as desired by TANGEDCO and submit reports / proceedings of the meetings to TANGEDCO	As per the time line fixed by MoP/PFC/REC/ TANGEDCO	100%	MoM	For performance below service level(SL) of 100%, penalty will be levied as below. 1)95%≤SL<100% = 2% of quarterly charges 2)90%≤SL<95% = 2.5% of quarterly charges 3)85%≤SL<90% = 3.0% of quarterly charges 4)80%≤SL<85% = 3.5% of quarterly charges 5)SL<80% - quarterly payment will not be made.
4. Clause 3 & 4 of Section III	Preparation and submission of Reports as per the timelines in clause 3 & 4 of Section III - scope of works and reports required to be submitted to various agencies including government.	As per the time line fixed by MoP/PFC/ REC/ TANGEDCO	95%	Reports certified by the concerned project in charge	For performance below service level(SL) of 95%, penalty will be levied as below. 1)90%≤SL<95% = 2% of quarterly charges 2)85%≤SL<90% = 2.5% quarterly charges 3)80%≤SL<85% = 3.0% quarterly charges 4)SL<80% - payment will not be made.
5. Clause 4 of Section III	To attend all review meetings	Organized by MoP/PFC/REC/ GoTN/TANGEDCO (HQ&EDC level)as per TANGEDCO's discretion	100%	MoM	For performance below service level(SL) of 100%, penalty will be levied as below. 1)95%≤SL<100% = 2% of quarterly charges 2)90%≤SL<95% = 2.5% of quarterly charges 3)85%≤SL<90% = 3.0% of quarterly charges 4)80%≤SL<85% = 3.5% of quarterly charges 5)SL<80% - payment will not be made.

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Section	Service	Parameter	Service level	Validation	Penalty
6. Clause 4 of Section III	Preparation and submission reimbursement claim required by TANGEDCO/PFC/REC/MoP/GoTN	As per the time line fixed by MoP/PFC/REC/TANGEDCO	100%	Claims certified by TANGEDCO HQrs.	For performance below service level(SL) of 100%, penalty will be levied as below. 1)95%≤SL<100% = 2% of quarterly charges 2)90%≤SL<95% = 2.5% of quarterly charges 3)85%≤SL<90% = 3.0% of quarterly charges 4)80%≤SL<85% = 3.5% of quarterly charges 5)SL<80% - payment will not be made.
7. Clause 4 of Section III	Joint inspection (along with representative of state utility) of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable).	As scheduled by TANGEDCO	100%	Report certified by the concerned project in charge	For performance below service level(SL) of 100%, penalty will be levied as below. 1)95%≤SL<100% = 2% of quarterly charges 2)90%≤SL<95% = 2.5% of quarterly charges 3)85%≤SL<90% = 3.0% of quarterly charges 4)80%≤SL<85% = 3.5% of quarterly charges 5)SL<80% - payment will not be made.
8. Section III	Removal/ Replacement of resource at the behest of TANGEDCO/by the PMA without the approval of TANGEDCO	Within contract period	a) With in 1 year from starting date of contract b) After 1 year	Reporting of Project in-charge	a)Rs.1,00,000/- per resource b)Rs.25,000/- per resource



Section	Service	Parameter	Service level	Validation	Penalty
9. Section III	Resource personnel (Man Power)	Absence during Contract period	100%	Attested certification from project incharge /HQ offices of TANGEDCO	A) In case of absence (apart from allowed leaves) of a resource during contract period, no payment will be made for the days resource is absent and B) an amount will be deducted for the absent period as per the unit cost(*) of each resource C) Besides a penalty of 2% Unit cost (*) will be imposed.

(*) The unit cost of resource per month will be arrived on the following basis

i) Deduction of payment for absence of employee except Project Leader

Award cost x No. of months x No. of employee x 0.60

=

Man power as per award x 33

ii)) Deduction of payment for absence of Project Leader

Award cost x No. of months x No. of employee x 0.90

=

Man power as per award x 33

1.5 Breach of SLA

In case PMA does not meet the service levels mentioned in clause 1.4 of this agreement (SLA) and as per clause 13 & 15 of section II(b) of tender specification CE (R-APDRP)/OT No. 01/2016-2017, the owner will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

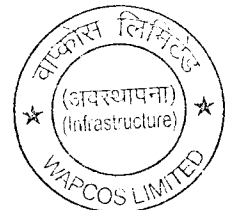
1. Owner (TANGEDCO) issues a show cause notice to the consultant (PMA).
2. PMA should reply to the notice within three working days.
3. If the authorities of Owner are not satisfied with the reply, the owner will initiate termination process as described in section II (b).

1.6 Exclusions

PMA 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 TANGEDCO's side. Any such delays will be notified in writing to TANGEDCO.
2. The materials supply/works execution will be performed by a third party and the PMA will monitor and report any problems on behalf of third party. If PMA notifies

[Handwritten Signature]



and TANGEDCO approves that the delay or fault was due to the third party performance then such loss will not be considered for tracking PMA's SLA parameters.

1.7 Monitoring and Review

IPDS Team of TANGEDCO will review the performance of PMA against the SLA parameters each month, or at any periodicity defined in the contract document. The review report will form basis of any action relating to imposing penalty or breach of contract. Any such review can be scheduled or unscheduled. The results will be shared with the Supplier as soon as possible.

1.8 Reporting Procedures: The representative of PMA 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 IPDS team of TANGEDCO.

1.9 Issue Management Procedures

1.9.1 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 owner and PMA. 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.

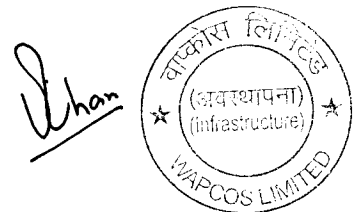
1.9.2 Issue Management Process

1. Either owner or PMA 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.
2. Owner and PMA's representative will determine which committee or executive level should logically be involved in resolution.
3. 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.
4. Management of owner and PMA will develop a temporary, if needed, and the permanent solution for the problem at hand. PMA will then communicate the resolution to all interested parties.

1.10 SLA Change Control

1.10.1 General

It is acknowledged that this SLA may change as owner'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 Owner and PMA 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.

1.10.2 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 owner's monthly review meetings.

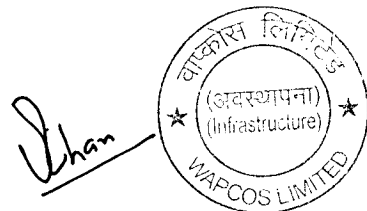
1.10.3 Version Control

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.

1.11 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 IPDS team.
3. In case one or both the parties are unsatisfied with the decision of the top management of the owner, the dispute will be resolved as per clause 12 of section II(b) of tender specification CE (R-APDRP)/OT No. 01/2016-2017.



1.12 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.

PMA

Signature -----

Name : M.A. Khan

Address: 76-C, Institutional Area,
Sector-18, Gurgaon – 122 015

Company: WAPCOS Limited

Date: 14.02.2017



TANGEDCO

Signature -----

Name: J. NIRMALAGNANA PUSHPAM
Designation:

Date:

Chief Engineer / R-APDRP
TANGEDCO
141, Anna Salai, Chennai-600 002.