TECHNICAL REQUIREMENTS
to
Order of object:
Providing support, development of additional functionality or modify existing, purchase new licenses, and related consulting services and training for the software Distribution Management System DMS
I. Existence of the following functionalities:
Network builder and Dynamic Mimic Diagram
Geographical network client
DMS1 RT redundant (Hot/Standby)
DMS2 RT SIM redundant (Hot/Standby)
Intersystem Replicator (DMS1 RT-DMS2 RT SIM)
Open Date Base in Oracle (License for Oracle not included)
Low Voltage Functionality
Network model
Topology analyzer
Load Flow
State Estimation
Performance Indices
Fault Management(Fault Location and Isolation)
Temporary Elements
Voltage Control/AVR setting
Optimal Network Reconfiguration
Optimal Capacitor Placement
Energy losses
Fault(Short Circuit) Calculation
Relay Protection
Motor Start
History(storage of operation dynamic data)
Reliability Analysis
Advanced Network Planning Client including mandatory Long-Term Load Forecasting
GIS-DMS Interface (ArcGIS Exporter, ArcGIS Adapter)
Trafo Asset Management - asset database management
II. Provision of maintenance
1/ Provided support for the period from Monday to Friday (from 09:00 AM until 5:00 PM CET)
2/ Provided telephone number(s) for services outside the working hours
3/ To receive error messages 7x24h (helpdesk)
4/ The maintenance of the Computer Software by Licensor covers remedy of defects in the current version run at Licensor's system free of charge.
5/ Exchange of information about current developments and status: at least once per year. The Contractor shall provide information about available or planned (if known) changes regarding technical and commercial issues, planned and available software functionalities (such as technical changes, license, contract persons, owner, etc.)
6/ Unused maintenance requests from previous year are transferred on next year.
7/ Possibility of changing the level of the support

III. Processing of new requirements or elaboration of the system
1/ EVN provides requirement for the purchase of new functionalities, elaboration of the system, as well as for the need of provision of training
2/ Checking the requirement and processing of issues that have arisen on the part of the contractor - 10 working days
3/ The Contractor shall clarify the open points
4/ Bid provision by the Contractor, as per approved price list of the services, after clarification of all open points
5/ approval of the implementation time
6/ Verification and confirmation of the bid by the employer

7/ At software developments
    7.1/ preparation and delivery of the software functions in the test system. Provision of a form for installation.
    7.2/ test and acceptance on the part of the employer
    7.3/ installation in productive environment. Provision of a form for installation.
    7.4/ test and acceptance on the part of the employer. Adoption is completed with the signing of delivery and acceptance or transport protocol in the productive system.

8.1/ conduct of consultations/ trainings
8.2/ acceptance of the consultations /trainings Acceptance shall be documented by means of confirmation of the provided reports of work done
9/ The Contractor shall provide the required documentation to the employer

ПРОТОКОЛ от договарянето / Negotiations PROTOCOL

по процедура на договаряне без предварителна покана за участие / under procedure of negotiation without preliminary call for participation
№466-EP-18-CI-У-3

Предмет: **Осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, закупуване на нови лицензии, както и свързаните с това услуги за консултации и обучения за софтуер за управление на мрежата DMS**

Subject: Providing support, Development of additional functionality or Modify existing, Purchase new licenses and related Consulting services and training for the software Distribution Management System DMS

Преговори от: Negotiations from:	Дата / Date: 27.11.2018 г. Час / Time: 14:00 ч.
Участник / Participant	Schneider Electric DMS NS LLC for power engineering Novi Sad
Представители на участника: Participant Representatives:	

1. ДОГОВОР / CONTRACT

1.1. Възлагането по настоящата процедура ще приключи със сключване на договор с твърди цени за срока на действие на договора.

Awarding under the Procurement will finalize with signing of a Contract with fixed Prices for the term of the Contract.

2. СРОКОВЕ / TERMS

2.1. Срокът на действие на договора е за период от 36 месеца.

The Contract term is for 36-months period.

2.2. Срокове за реакция и изпълнение – съгласно документ Техническо и търговско предложение на ИЗПЪЛНИТЕЛЯ за удължаване на поддръжката на софтуер за управление на мрежата DMS и за управление на активи от дата 22/08/2018 г. – неразделна част от договора.

Response and execution deadlines – according to document Technical and Commercial quotation of the extension of DMS and Asset management software maintenance of the CONTRACTOR dated 22/08/2018 – an integral part of the Contract.

3. НЕУСТОЙКИ / PENALTIES

3.1. При неспазване на срока за изпълнение на услуга, ИЗПЪЛНИТЕЛЯТ дължи на ВЪЗЛОЖИТЕЛЯ неустойка, в размер на 0,5% на ден, до 8% от стойността на съответната услуга. Неустойката се прихваща от задължението към доставчика след изпращане на уведомително писмо (документ за неустойка с обезщетителен характер) от ВЪЗЛОЖИТЕЛЯ.

In case of delay in fulfilling of service implementation the CONTRACTOR shall pay the CONTRACTING AUTHORITY a penalty of indemnity nature amounting to 0.5% of the value of the service for each day of delay but no more than 8% of the value of the service.

3.2. Плащането на неустойки не лишава изправната страна по договора от правото и да търси обезщетение за претърпени вреди и пропуснати ползи над размера на неустойката.

The penalty shall be deducted from the liability to the CONTRACTOR after sending a letter of notice (document for penalty of indemnity nature) by the CONTRACTING AUTHORITY.

4. ГАРАНЦИИ / WARRANTY

4.1. Страните се съгласяват, че за конкретната обществена поръчка не се изисква представяне на гаранция за изпълнение.

The parties agree that the performance guarantee is not required for the specific procurement.

5. ПЛАЩАНЕ / PAYMENT

5.1. Плащанията ще бъдат извършвани от ВЪЗЛОЖИТЕЛЯ на тримесечна база по банков път без аванс, в срок до 45 (четиридесет и пет) календарни дни, след приемо-предавателен протокол за действително изпълнена услуга и получаване на фактура.

Payments shall be made by CONTRACTING AUTHORITY on 3-months basis via bank transfer, without advance payment, up to 45 (forty-five) days after signing of acceptance protocol and issuing of invoice.

5.2. Фактурата се издава в последния работен ден от последния месец на всеки тримесечен период.

The invoice shall be issued on last working day of each three-month period.

6. ТЕХНИЧЕСКИ ПАРАМЕТРИ / TECHNICAL PARAMETERS

6.1. Съгласно документ Техническо и търговско предложение на ИЗПЪЛНИТЕЛЯ за удължаване на поддръжката на софтуер за управление на мрежата DMS и за управление на активи – неразделна част от договора.

According to document Technical and Commercial quotation of the extension of DMS and Asset management software maintenance of the CONTRACTOR dated 22/08/2018 – an integral part of the Contract.

7. ЦЕНИ / PRICES

Всички цени са в ЕВРО без включен ДДС
All Prices are in EURO, VAT Excluded

Описание / Description	Начална Цена Initial Price	Мярка / Unit	Договорена Цена Negotiated Price	Мярка / Unit
DMS and Asset Management maintenance				
DMS Level A	1 766.40	За 1 месец Per month	**1 766.40**	За 1 месец Per month
DMS Level B	3 532.79	За 1 месец Per month	**3 532.79**	За 1 месец Per month
DMS Level C	5 259.19	За 1 месец Per month	**5 259.19**	За 1 месец Per month
Asset management Level A	714.00	За 1 година Per year	**59.50**	За 1 месец Per month
Asset management Level B	1 428.00	За 1 година Per year	**119.00**	За 1 месец Per month
Asset management Level C	2 142.00	За 1 година Per year	**178.50**	За 1 месец Per month
Additional services				
Software development (customization of DMS software, project enhancement, development of user interface, etc.)	43.00	За 1 час Per hour	**43.00**	За 1 час Per hour
Software installation	38.50	За 1 час Per hour	**38.50**	За 1 час Per hour
Engineering/commissioning work (network construction, data validation)	38.50	За 1 час Per hour	**38.50**	За 1 час Per hour
Travel and accommodation costs				
Car expenses Novi Sad – Plovdiv – Novi Sad	860.90	up to 4 (four) people	**860.90**	up to 4 (four) people
Daily wage 76 Eur including traveling time	126.00	За 1 ден Per day	**126.00**	За 1 ден Per day
Hotel accommodation for one person	104.00	За 1 ден Per day	**104.00**	За 1 ден Per day

За всичко, недоговорено в настоящия протокол, остават валидни условията на документацията за участие и съдържащите се в нея документи.

For not negotiated topics in this Protocol shall remain valid conditions of the tender documentation and the documents contained in it.

ПОТВЪРЖДЕНИЕ ЗА СЪДЪРЖАНИЕ НА ПРОТОКОЛА / CONFIRMATION OF THE PROTOCOL CONTENT

Долуподписаните представители на участника, сме запознати и напълно съгласни със съдържанието на настоящия протокол.

The undersigned representatives of the participant are aware of and fully agree with the content of this Protocol.

1. ....

    (име / name)   (подпис / signature)

2. ....

    (име / name)   (подпис / signature)

Представители на Възложителя:

1. ....

    (име / name)   (подпис / signature)

2. ....

    (име / name)   (подпис / signature)

3. ....

    (име / name)   (подпис / signature)

Участникът получи копие от настоящия протокол.
Participant received a copy of this protocol.

Schneider Electric DMS NS

EVN Bulgaria – Maintenance Extension

Date: August 22, 2018

Table of Contents

1. INTRODUCTION

The subject of this document is the technical and commercial quotation of the extension of DMS and Asset Management maintenance for EVN Bulgaria (the End User/Customer), based on the Request issued by the End User.

Term maintenance used in this document refers to the both, DMS and Asset Management software. Pricing is given separately. Pricing contains prices for DMS and Asset Management maintenance separately.

This budgetary offer is provided by "Schneider Electric DMS NS LLC" (SEDMS) to EVN Bulgaria.

2. MAINTENANCE

- The Maintenance period for both, DMS and Asset Management in the proposal is 36 months, under the service level which is to be selected by the Customer. Proposed service levels are given in the chapter 3.4, and their monthly prices are given in the chapter 4.1.
- The Maintenance period starts on the Effective date of the Maintenance contract once the Customer selects desired service level and accepts it.
- Maintenance excludes defects caused or brought about by natural wear and tear, inappropriate or negligent use by Customer's employees or any third party on the latter's behalf, and those defects originating in causes not attributable to SEDMS.
- In addition, SEDMS NS shall not be liable and shall not be obliged, under the Maintenance contract to correct any defects and deviations that arise as a result of:
    o alterations, extensions, modifications, or creation of any derivative works of the ADMS System made by Client, which have not been approved in writing by SEDMS, or for use by the Client outside those uses contemplated in associated documentation; and/or
    o the introduction of malicious or illegal software and/or malware, such as viruses, trojans, spyware, etc. by the Client that materially affects the ADMS System and its performance
- In the case of any software defects in the third party software products included in the system (for example in the Microsoft operating system), SEDMS's obligations shall be to use its best efforts to obtain and install an update, service pack or patch from the third party supplier as soon as possible.
- SEDMS shall not be responsible for any defects (including latent defects) which are reported to SEDMS after the end of the Maintenance contract.

3. Support and Maintenance Service Levels

Maintenance service levels are presented in the Table 9.1.

SEDMS services can be "Technical services" (chapter 9.1) and "Support services" (chapter 9.2).

- **Technical service hours** are included without limitation in the support during Warranty period and/or Maintenance Fee.
- **Support service hours** are limited as minimal package of 100 hours per year in the support during Warranty period and/or Maintenance Fee. Additional support service hours may be purchased in packages of 100 hours. Unused hours in one year will be transferred to the next year.
- On-site support is not included in the support during Warranty period and/or Maintenance Fee. If the Customer is requesting the presence of SEDMS experts on-site, it will be charged additionally to the Customer according to the standard travel costs.

Definitions:

- **Critical Problem** – if the complete ADMS system is not working (**P1**) or it cannot perform some of critical ADMS operations (**P2**), software is inoperative or unusable, or there is a critical defect that causes loss of productivity and required functionality due to system crashes, downtime, or data corruption. Critical impact on business operations.
- **Major Problem** - significant reduction of performances of ADMS software operations, loss of ability to perform non-critical ADMS operations, or significant degradation of the ability to complete maintenance or recovery operations. Less critical but has impact on business operations (**P3**).
- **Minor Problem** - means any condition in the DMS Software that is not a Critical or Major Problem, which affects the service or operation of a DMS System, but does not render such system unusable or inoperable. Defect does not have a significant impact on the process, software is usable but correction is required (**P4**).
- **Response time** – the time after Incident request is received and acknowledged by SEDMS, and in which SEDMS will respond to the Customer with the Resolution, work-around solution, or information about when and how the problem will be resolved (Table 9.1).

3.1. Technical Services

Technical Service includes:

- Incident request reception – receive incident request and collect all data necessary for understanding and resolution of the Request. Additional data usually assumes log files (which are to be properly collected), software/system configuration files, database backups, etc.
- Response time –the time after Incident request reception, as defined in the Table 3.1, in which SEDMS will respond to the Customer with the incident solution, work-around solution, or information about the problem and necessary time for the resolution (diagnosis).
- The Resolution of any incident related to ADMS software in the form of instruction how to overcome the problem, or software patch/update which includes the resolution of the problem. The software patch/update will be provided to the Customer on electronic way (upload, email), without SEDMS obligation to install and test on the Customer system.

3.2. Support Service

Support Service includes:

- Measuring the system performances - means executing, on each of the computers in the system, the tools for monitoring or diagnostics of the memory consumptions, CPU usage, checking the operating system warnings /faults, etc., and collecting and analyzing the results of such executions.
- Configuration actions - means configuration of the DMS software, RDBMS, performing database backups /restores, configuration of the 3rd party software, operating system, etc.
- Download and install updates - means proper execution of the software update download, and installation according to given instructions for the software updates, operating system updates, 3rd party software updates, etc.
- Data validation - means validation/ verification of the network scheme data including analysis and correction of inconsistent and/or irregularly entered data in the system, or data imported from the external system.
- ADMS software use - assistance in use of ADMS software, recommending and/or advising the guidelines and instructions in DMS software use, remote assistance in network scheme construction, etc.
- Power Application use - assistance in Power Applications use and execution, recommending and/or advising the guidelines and instructions in executing Power Applications, analysis of Power Applications results, etc.
- Technical actions - expertise assistance in executing technical actions, in collecting traces, software updates installations, database backup /restore, etc.
- Training – additional trainings in the power engineering and/or software engineering for ADMS.

3.3. Remote Support

SEDMS will provide remote support in executing the Technical or Support Services. SEDMS traveling to Customer premises is not included in the support during Warranty period and/or Maintenance Fee.

The Customer must provide the Contact person(s), with appropriate IT skills, to act as "L1" support and to be trained by SEDMS in the production center, on Customer's cost. The Contact person(s) will be the only point of contact between the Customer and SEDMS related to support and maintenance of ADMS system. The Contact person(s) shall have access to the ADMS system, and will provide SEDMS necessary information and act according to SEDMS (remote) instructions.

If possible, Customer will provide SEDMS remote access to ADMS system and necessary resources (connection and access to hardware and software, access to Customer data and files made by and used by DMS Software applications). The remote access to ADMS system will be under Customer control and approval.

3.4. Service Levels

SEDMS support service levels are presented in the Table 3.1.

Table 3.1 – SEDMS service levels for the support under warranty or maintenance

Service Level	1 (Basic): Level A	2 (Advanced): Level B	3 (24/7): Level C
Working time	9am – 5pm, CET Monday-Friday	9am – 5pm, CET Monday-Friday	24 hours
E-mail service?	24 hours	24 hours	24 hours
Phone service?	9am – 5pm, CET	9am – 5pm, CET	24 hours
Response time on Critical Requests	2 working days	2 hours	1 hour
Response time on Major Requests	2 working days	6 hours inside working time	6 hours
Response time on Minor Requests	2 working days	2 working days	1 working day
Web portal (Trouble Ticket System)	included	included	included
Technical Services	included	included	included
Support Services	100 h*	100 h*	100 h*
Onsite support	Not included*	Not included*	Not included*

* additional hours available with additional payment

4. COMMERCIAL CONDITIONS

4.1. Sales price

The following table gives an overview of prices for DMS and Asset Management maintenance:

Description	Price per month (Eur)	Comment
DMS Level A	€ 1,766.40	Price per month
DMS Level B	€ 3,532.79	Price per month
DMS Level C	€ 5,259.19	Price per month
Asset management Level A	€ 714.00	Price per year
Asset management Level B	€ 1,428.00	Price per year
Asset management Level C	€ 2,142.00	Price per year

The prices include withhold tax, and exclude any other present or future taxes (including without limitation sales and value added taxes under the applicable law). All other taxes and other costs under the applicable law shall be borne and paid by the Customer.

4.2. Additional services

Additional services which are not covered by the maintenance services described in the chapter 2 and 3 can be purchased on the hourly basis with the following price list:

Description	Price per hour (Eur)
Software development (customization of DMS software, project enhancement, development of user interface, etc)	€ 43.00
Software installation	€ 38.50
Engineering/commissioning work (network construction, data validation)	€ 38.50

If the need for travelling onsite, at Customer premises occurs, it will be done based on the following pricing:

Description	Price per hour (Eur)
Car expenses for max to 4(four) people for the route Novi Sad-Plovdiv-Novi Sad	€ 860.90

Daily wage 76 Eur including traveling time	€ 126.00
Hotel accommodation for one person	€ 104.00

4.3. Payment terms

Customer shall be obliged to make corresponding payments to SEDMS under issued invoices for partial deliveries, by bank transfer **30 days** upon the date the invoice has been issued by SEDMS or, in case of advance payments, within **30 days** from the milestones date given below in chapter 4.4.

4.4. Payment milestones

SEDMS will issue invoices according to the following milestones:

Payment of the support during maintenance period

- The invoice on appropriate amount will be issued after each 6 months of service.

4.5. Software IP rights

SEDMS is the owner and/or licensed user of the software employed and owner of the software developed there from and will grant to Client a non-exclusive and non-transferable right to use the software on the computers and systems included in the project for an unlimited period of time.

Any amendment, reproduction, adaptation, transformation, distribution, disclosure or public notification requires the prior express written consent of SEDMS.

SEDMS retains ownership of all intellectual property pre-existing & developed during the Offer and Contract performance.

4.6. Confidentiality

All information supplied by SEDMS to Client with the proposal or during the project is the sole property of SEDMS for which reason some of this information may be marked as confidential. The content of this confidential information may be technological or financial and may cover any technology, procedures, know-how, technical data, patents, formulas, methods, etc., including also the innovations that may subsequently be developed on the basis of such technology.

Client shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own Confidential Information) to protect from disclosure such information that is confidential of the other.

This undertaking shall be valid 5 years from the date of this Offer.

4.7. Force Majeure

SEDMS will not be liable for the failure to comply with the obligations corresponding to the same under the Contract if the same is caused by an element of force majeure.

To the effects of the present Contract and its execution, it is understood by Force Majeure those natural phenomenon, unavoidable accidents, fire, revolt or popular riot, military or terrorism acts, as well as any imposition, order or act of any control system (state, autonomic or local), governmental agency or administrative or judicial authority, or any other cause or similar circumstance of unforeseeable and inevitable nature, and that does not depend on the will of the parts, escaping to its control, that motivates the impossibility to execute anyone of the activities object of the present Contract. The part that was affected by some of the anticipated causes of greater force will notify the other as soon as it is possible and in any case in the maximum term of 5 days since it knew it, describing the cause and the time, that can anticipate, will last the same one, in the possible detailed form more.

The fulfillment of the obligations affected because of force majeure will be suspended during the period of duration of this cause, not being responsible the parts for the derived consequences of such events, reason why they will not respond for that reason.

After the completion of the cause of force majeure, the parts will decide the measures necessary to recover the lost time, adopting all those that are to their reach so that the execution of the totality of the obligations of the Contract is resumed in the best conditions and with the smaller delays to the cease of the cause. Nevertheless, if the cause extended by a period superior to 60 days from its beginning, anyone of the parts will be able to solve the present Contract.

4.8. Validity period

Validity period of this offer is ninety (90) days.

22.08.2018.

Schneider Electric DMS NS

SGIT Sales Director