



उत्तर प्रदेश UTTAR PRADESH

AG 427718



IDTMS SERVICE AGREEMENT

23 JUN 2021

This Service Agreement (the "Agreement") is entered into at on this the ..... day of January, 2021 at Mumbai

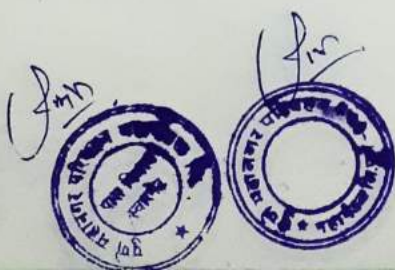
BETWEEN

**EbixCash Pvt. Ltd (EBIX)**, (Formerly known as M/s, Ebix Software India Pvt. Ltd) a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at B-59A, Sector 60, NOIDA, Uttar Pradesh -201307, INDIA in India, hereinafter referred to as the '**System Integrator/SI**', (which expression shall unless repugnant to the subject or context shall mean and include its successors in interest and permitted assigns) represented by its authorized signatory Mr. Vikas Verma of the **FIRST PART**;

AND

**Pune Mahanagar Parivahan Mahamandal Ltd (PMPML)**, a company incorporated under the provisions of the erstwhile Companies Act, 1956 and prevailing under the Companies Act 2013, having its Registered Office at PMT Building, Shankar Sheth Road, Swargate Pune, Maharashtra 411037 in hereinafter referred to as "**PMPML**"(which expression shall, unless repugnant to the meaning or context hereof, shall mean and include its successors in interest and assigns) represented by its **Dr. Rajendra Jagtap (IDES)** Chairman and Managing Director, PMPML of the **OTHER PART**;

The expressions '**System Integrator/SI**' and '**PMPML**' are hereinafter collectively referred to as the '**Parties**' and individually as '**Party**'.



389

दिनांक 14 SEP 2020

कम सं  
स्वाम्य स्वयं मरने का बयान  
स्वाम्य की नाम व पूरा पता  
स्वाम्य की पत्नी का नाम

EBIX CASH NOIDA

अरविन्द कुमार स्वाम्य विक्रेता  
लाईसेंस नं 91 लाठ की अवधि 31-3-2021  
उप-निदेशक कार्यालय परिसर, नौराहा





उत्तर प्रदेश UTTAR PRADESH

AG 427716

(Continue Agreement)



This Stamp paper form part and parcel of an agreement between Pune Mahanagar parivahan Mahamandal Ltd. (PMPML) and EBIXCASH PVT LTD., Dated.



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14 SEP 2020

क्रम सं०

दिनांक

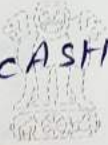
स्टाम्प क्रय करने का प्रयोगन \_\_\_\_\_

स्टाम्प केता का नाम & पूरा बत्ता \_\_\_\_\_

स्टाम्प की बनराशि \_\_\_\_\_ *Oct 5000*

**अरविन्द कुमार स्टाम्प डिबेता**  
लाईसेन्स नं० 91 ला० की अवधि 31-3-2021  
उप-निबन्धक कार्यालय परितर, नीएडा

EBIX CASH NOIDA



WHEREAS;

- A. **System Integrator** is an IT company engaged in the business of providing Intelligent Transport Management Solutions (ITMS) in the transport vertical for various government / semi government organizations across India.
- B. **Pune Mahanagar Parivahan Mahamandal Ltd (PMPML)** is a Public Bus Transport Company and is the sole public bus transport provider for the Pune Metropolitan Area including the twin cities of Pune and Pimpri-Chinchwad, in the State of Maharashtra.
- C. PMPML is desirous of engaging System Integrator to provide **IDTMS Design, Develop, Build, Install, Maintain, Operate and Transfer Project under (BOOT) Model of Automatic Fare Collection System (Including Electronic Ticketing Machines and the Software)** (the "Project") as required by PMPML and as per the Association of State Road Transport Undertaking (ASRTU) Rate Contract. Reference to be made to
- Association of State Road Transport Undertakings (ASRTU) Rate contract issued vide No.: ASRTU/SC(S&C)/2019-2021/269 dtd. 11.09.2019 and ASRTU's amendment circulars issued vide No. ASRTU/SC(S&C)/2019-2021/AMEND/588 dated 07/02/2020 and vide No. ASRTU/SC(S&C)/2019-2021/AMEND/112 dated 14/07/2020. All terms and conditions included in the Request for Proposal (RFP) no.ASRTU/19-20/IT10 dated 06 June 2019 and aforementioned ASRTU Rate Contract and any amendment thereof not conflicting with the terms and conditions of this Agreement shall be deemed to be part of this Agreement.
  - Work Order – Ref No P.M.P.M.L./TM/4299 dated 7 January 2021 issued by PMPML to M/s EBIX.

The terms and conditions of this Agreement shall supersede the terms and conditions Work Order – Ref No P.M.P.M.L./TM/4299 dated 7 January 2021 issued by PMPML to M/s EBIX.

The required services are described and defined in detail under the "Scope of Work" (Annexure- I) in this Agreement;

- D. **System Integrator** has approached PMPML and offered to provide its services as mentioned above as "the Project" and has also represented that they have necessary infrastructure, manpower and experience in the above mentioned functions and that they possess the financial capability to perform the above mentioned services and such other functions as may be assigned to them by mutual written agreement between the Parties from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:





For the purpose of this Agreement these expressions shall be interpreted as defined below, unless contrary to the context hereof:

1. DEFINITIONS AND INTERPRETATIONS:

- 1.1 "Agreement" or "Contract" shall mean this Agreement together with any and all Annexures, Schedule hereto and shall include any modification, alterations, amendments and addendum hereto, made in accordance with the terms of this Agreement, after the date of execution of this Agreement;
- 1.2 "Business Day" means a day that is neither a declared holiday, national holiday or a Sunday.
- 1.3 "Contract Period" means the period starting from Execution Date till the expiry or termination of this Agreement
- 1.4 "Disclosing Party" shall mean the party disclosing the confidential information.
- 1.5 "Execution Date" shall mean the date of signing of this Agreement.
- 1.6 "ETM" or "ETIM" shall mean Electronic Ticketing Machine to be deployed under this Project..
- 1.7 "Go Live Date" shall mean the date occurring on completion of a period of 12 (Twelve) weeks from the Execution Date on which the implementation of the Project on all existing routes and existing depots of PMPML is to be completed by the SI
- 1.8 "Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either Party
- 1.9 "Receiving Party" shall mean "The party receiving the confidential information" "Services" or "Scope of Work" means and includes the entire scope of work set out in Annexure 1.
- 1.10 "Termination" means the early termination of the Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of the Agreement with the normal efflux of time.
- 1.11 "Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs
- 1.12 "Termination Notice" means the notice of Termination by either Party to the other Party, in accordance with the Agreement





Any definitions included anywhere in the body of this Agreement shall be deemed to be included in this section.

**1.13 In this Agreement:**

- (i) Headings are for convenience only and do not affect construction;
- (ii) Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;
- (iii) Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any subordinate legislation made under it;
- (iv) **References to persons include companies, corporations, partnerships, associations and other organizations whether or not having a separate legal personality.**
- (v) Except where otherwise indicated, reference to clauses, sub-clauses, recitals and Annexure of this Agreement.
- (vi) "including" means "including without limitation";
- (vii) **The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply;**
- (viii) **References to any legislation or to any provision of any legislation shall include any modification or re-enactment of that legislation or any legislative provision substituted for and all rules and regulations and statutory instruments issued under such legislation or provision;**

**2 SCOPE OF WORK**

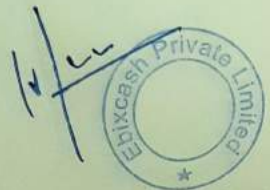
System Integrator shall render the services ("**Services**") and undertake the Scope of Work as fully detailed in the **Annexure I** and System requirements & Service Level Agreement (SLA) **As** detailed in **Annexure II** hereto to the PMPML.

**3 TERM**

- a. The Contract Period under the Project shall be initially 07 (Seven) years from the - Execution Date. After completion of 05 (Five) years of Contract Period, the Project shall be checked for any obsolescence and duly upgraded by the SI if required at his expense. The check for obsolescence shall be limited to functional and technological requirement only and any aesthetic aspects pertaining to the Project shall not be checked. Post the expiry of the Contract Period, PMPML and System Integrator may extend this Agreement through mutual discussions taking into consideration the extant state of the hardware and software supplied under the Project. PMPML also reserves the right to suitably extend the Contract Period in case of occurrence of any Force Majeure Event as per sole discretion of PMPML.
- b. The Go Live Date shall be exclusively determined by PMPML.

**4 CONSIDERATION**

4.1 In consideration of the Services rendered by the System Integrator as per the terms of this Agreement, the PMPML shall pay to System Integrator a consideration as detailed herein.





S.No	Parameters
<b>Part A (Capital Expenditure, Operation and Maintenance)</b>	
1	Software Platform for E-Ticketing @INR 9,80,000 (INR Nine Lakh and Eighty Thousand Only) per month
2	Service Charges @ INR1835/bus/month only. This would include all the infrastructure, operations and maintenance costs as per the bill of quantity specified in the ASRTU Rate Contract including <ul style="list-style-type: none"> <li>a. 2 (Two) ETM Machine for each bus to be deployed by the SI</li> <li>b. Computers and ETIM machines as per requirement of PMPML and the Project.</li> </ul>
<b>Part B (Consumables and Manpower in Depot)</b>	
3	Additional Human Resource \ to be deployed at PMPML Depot as per minimum requirement of PMPML and consumables paper Roll limited to maximum <b>4 Rolls per bus per day</b> of (50 to 60 GSM 14m long X 57mm wide), waybill and cartridge for conducting daily operations. of the Project @ INR 1323/bus/month. <b>In case of additional requirement</b> PMPML shall make payment for additional rolls on actual basis. .

Monthly payment for **Part A (Capital Expenditure, Operation and Maintenance)** and **Part B (Consumables and Manpower in Depot)** as mentioned in the aforementioned table shall be subject to the terms and conditions mentioned herein below and elsewhere in this Agreement:

- a) PMPML shall make monthly payment to the SI for the actual number of operated buses from the Execution Date till 03 (Three) months from the Execution Date.
- b) PMPML shall make monthly payment to the SI for minimum 1500 (Fifteen Hundred) buses or actual number of operated buses whichever is higher from the fourth month onwards till expiry of the Contract Period or Termination of this Agreement.
- c) In case the number of actual operated buses exceeds 2000 (Two Thousand), then PMPML shall make payment to the SI thereon for minimum 2000 (Two Thousand Hundred) buses or actual number of operated buses whichever is higher till expiry of the Contract Period or Termination of this Agreement.

It is hereby clarified that Goods and Services Tax (GST) in respect of the above as statutorily applicable, would be paid as per actual at prevailing notified rate at the time of payment.

SI shall be liable to pay the statutorily applicable tax amount billed and collected vide the invoices submitted to "PMPML" by SI.

4.2 System Integrator shall raise invoice every month in the name of the PMPML. PMPML shall make the payments within 30 (Thirty ) days of the receipt of the invoice







- 4.3 The monthly billing for the Contract Period will commence from the as mentioned in Clause 4.1 of this Agreement.
- 4.4 All payment to be made in terms of this agreement will be subject to the deduction of tax at source as per the applicable sections of the Income Tax Act, 1961.
- 4.5 Further, there shall be a tripartite agreement between PMPML, SI and a bank or card issuing and acquiring entity specifying in detail the rights and obligations of each entity.
- 4.6 SI shall be required to successfully complete a User Acceptance Test (UAT) for the Project to be conducted by an external entity on behalf of PMPML within 03 (Three) months from the Execution Date. The UAT shall be conducted by competent Government Entity/equivalent body undertaking certification of Information Technology (IT) Projects at PMPML's expense.

**5 CODE OF CONDUCT**

- 5.1 That System Integrator shall use, at all times, its best efforts and work diligently to promote the business interest of PMPML by rendering services as per the terms of this Agreement.
- 5.2 That System Integrator will take reasonable care to ensure that the employees or any other person of the System Integrator under this Agreement shall always act with due diligence. In case of misconduct by the employees of System Integrator, PMPML shall bring the same to the notice of System Integrator and System Integrator will be obliged to take appropriate action against the erring employee of System Integrator
- 5.3 The System Integrator or its Employees/Agents/Advisors/Associates shall at all times handle the data generated from the Project with utmost diligence and care and shall not share the same with any third party without prior written concurrence of PMPML.

**6. BANK GUARANTEE:**

System Integrator shall submit the Performance Bank Guarantee of Rs. 1,00,00,000/- (Rupees One Crore Only) post execution of this contract which will be valid for the period of 7 years and 6 months (Seven years and Six months) from the date of signing of agreement as per Clause no.4 of Work Order issued by PMPML.

- I. The Performance Bank Guarantee will be forfeited if SI does not fulfilled the terms and conditions of this Agreement.
- II. "PMPML, Pune" shall also be entitled to make any recoveries due from SI from Performance Bank Guarantee submitted against this Agreement. In such case SI will have to recoup the Performance Bank Guarantee amount so recovered in due course of time.
- III The Performance Bank Guarantee shall be retained by PMPML for the period of mentioned in this Clause.





### 8. SUB CONTRACTING

Either Party can subcontract or appoint any agent or any third party to fulfill its obligations for operations of project under this Agreement with the prior written concurrence of the other Party. It is agreed by the Parties that the technology partner of the System Integrator shall not be considered as an agent or sub-contractor or third party to this agreement. System Integrator shall inform in writing to the PMPML about the details of this technology partner at the time of execution of this Agreement and any change to the same and also undertake to ensure that the terms of this Agreement are kept confidential by such technical partner.

### 8. SERVICES & PERSONNEL

- 8.1 System Integrator shall comply with all applicable statutes like Provident Fund (PF), Employees State Insurance (ESI), Minimum Wages Act, Payments of Wages Act etc., in terms of coverage, returns, record maintenance and like in relation to its employees. PMPML shall not be liable for any non-compliance on part of System Integrator.
- 8.2 System Integrator shall make the payment of all benefits including accidental insurance as admissible under different enactments to its employee including weekly rest days, leave, National Holidays, Overtime, if any as applicable, from time to time.
- 8.3 Under no circumstances shall the employees of System Integrator shall be construed or deemed to be the employees of PMPML at any time.

### 9. TERMINATION:

9.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the SI fails to cure the default within a cure period to be determined by PMPML, the SI shall be deemed to be in default of this Agreement (the "SI Event of Default") unless the default has occurred solely as a result of any breach of this Contract by PMPML or due to Force Majeure. The defaults referred to herein shall include the following:

- a) the SI abandons or manifests intention to abandon the operation of the Project without the prior written consent of PMPML;
- b) the SI has failed to make payment of penalty to PMPML within the period specified in this Agreement; It is hereby clarified that deduction of Penalty shall be done from regular bills/invoices raised by the SI;
- c) the SI creates any form of encumbrance on the Project;
- d) a breach of the Agreement by the SI has caused a Material Adverse Effect;
- e) the SI repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- f) an execution levied on any of the assets of the SI has caused a Material Adverse Effect;
- g) the SI is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed to the SI for whole or material part of its assets that has a material bearing on the Project;
- h) the SI has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of PMPML, a Material Adverse Effect;





- i) a resolution for winding up of the SI is passed or any petition for winding up of the SI is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the SI is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction;
- j) any representation or warranty of the SI herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading;
- k) the SI has failed to fulfil any obligation specified in this Contract;
- l) the SI is unable to maintain the Project beyond the Service Level Agreement mentioned in Annexure-II

Without prejudice to any other right or remedies which the SI may have under this Agreement, upon occurrence of an SI Event of Default, PMPML shall be entitled to terminate this Agreement by issuing a Termination Notice to the SI; provided that before issuing the Termination Notice, PMPML shall by a notice inform the Operator of its intention to issue such Termination Notice and grant 30 (Thirty) days to the Operator to make a representation, and may after the expiry of such 30 (Thirty) days, whether or not it is in receipt of such representation, issue the Termination Notice.

For any new/renewal of certification to be done through any external/Government agency/entity, PMPML shall accord adequate time to SI to acquire the same and shall be done with prior written concurrence of PMPML.

Either Party on account of breach of any of the terms or conditions of this Agreement by the other Party may Terminate this Agreement after serving the notice, provided that a written notice is sent to the defaulting Party forthwith and no corrective action / explanation is provided by the defaulting party within the timeline mentioned in this Agreement.

**9.2.**  
In the event that any of the defaults specified below shall have occurred, and PMPML fails to cure such default within a cure period mutually agreed between the Parties, PMPML shall be deemed to be in default of this Agreement (the "PMPML Event of Default") unless the default has occurred as a result of any breach of this Agreement by the SI or due to Force Majeure. The defaults referred to herein shall include the following:

- a. PMPML commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the SI; or
- b. PMPML repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

Without prejudice to any other right or remedy which the SI may have under this Agreement, upon occurrence of a PMPML Event of Default, the SI shall, be entitled to terminate this Agreement by issuing a Termination Notice to PMPML; provided that before issuing the Termination Notice, the SI shall by a notice inform the PMPML of its intention to issue the Termination Notice and grant 30 (Thirty) days to PMPML to make a representation, and may after the expiry of such 30 (Thirty) days, whether or not it is in receipt of such representation, issue the Termination Notice.

**9.3** Upon the Termination of this Agreement:





- a) All outstanding payments due to either Parties as per this Agreement till the Termination Date shall become payable within 30 (Thirty) days of the Termination Date.
- b) Either Party shall forthwith hand over to the other the possession of all documents, materials and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals assigned to perform the Services/Scope of Work under this Agreement. In the event any information or document cannot be returned, then the recipient Party shall with the consent of the disclosing Party, destroy such information, so that the recipient Party cannot retrieve such information, in any manner.

#### 10. CONFIDENTIALITY:

All non-public information, including but not limited to data, records, customer information, training material and trade secrets ("**Confidential Information**") given to Receiving party by the disclosing party without limitation, any information that by its very nature is sensitive and confidential, belonging to either Party contained in any written or printed document or software, and/ or information and data whatsoever in connection for the purpose of this Agreement. However, the disclosing shall notify the Receiving party about the confidentiality of such information in writing. The Receiving party shall not disclose the Confidential Information to any other person without prior written consent of the Disclosing, unless as required by order of a court or government agency of competent jurisdiction, except to those persons to whom the Receiving party deems such disclosure necessary in connection with this Agreement; Upon expiry or termination of the Agreement Service Provider shall return to the Disclosing Party all confidential information received by it or destroy all such confidential information and certify in writing to such destruction.

Neither party shall be liable for the disclosure or use of the following information:

- a. If it is known or is disclosed publicly, and if such a disclosure is not a violation of this Agreement.
- b. If either party obtains such information from a third party without restrictions.
- c. if either party already knew of the information
- d. If either party developed such information independently without disclosing said information;
- e. If required by statute, regulation, Court directive or order of a statutory authority.
- f. If law requires disclosure of such information the party forced to disclose will have to immediately notify the other party in advance of any disclosure and co-operate with the other party in an effort to limit the nature and scope of such required disclosure.





**11. FAILURE TO ENFORCE:**

The failure of either Party to enforce at any time any of the provision of this Agreement shall not be considered to be waiver of the right of such party thereafter to enforce each and every such provision.

**12. FORCE MAJEURE:**

12.1 For the purposes of the Agreement the expression "Force Majeure" or "Force Majeure Event" includes acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, pandemics, epidemics, quarantine restrictions, freight embargoes or explosions and if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under the Agreement and this Supplementary Agreement and which act or event: (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following good industry practice, and (iii) has material adverse effect on the Affected Party.

12.2 Within 7 (Seven) days of the date of occurrence of a Force Majeure Event, the Affected Party shall notify the other Party, inter alia, the following in reasonable detail:

- A. the nature and extent of the Force Majeure Event;
- B. the estimated duration of the Force Majeure Event;
- C. the nature of and the extent to which, performance or any of its obligations under the Agreement is affected by the Force Majeure Event;
- D. the measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
- E. any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under the Agreement

12.3 If the duration of delay due to a Force Majeure Event continues beyond a period of 3 (Three) months, both the Parties shall hold consultations with each other in an endeavor to find a mutually acceptable solution for resuming performance of the obligations of either Parties for the remaining term of the Agreement. In case the Parties are unable to reach a mutually accepted solution after expiry of said period of 03 (Three) months, wither Party shall be entitled to terminate this Agreement after a written Termination Notice of 01 (One) month to the other Party.

12.4 In case of Termination of this Agreement under Clause 12.3 of this Agreement, all outstanding payments to either Parties shall be payable within 30 (Thirty) days of the applicable Termination Date.

12.5 To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.





**13 NOTICE:**

- 13.1 All notifications/ alterations, or notices related to this Agreement shall be made in writing and shall be effective when they are delivered personally with acknowledgment or sent by registered mail with acknowledgment to the addresses indicated in this Agreement. Any change of Address should be notified. The Notice shall be issued in writing in English Language.
- 13.2 Such Notices shall be issued in writing at the following address or such other addresses as may be intimated from time to time.

If made to PMPML	If made to System Integrator:
The Chairman & Managing Director, Pune Mahanagar Parivahan Mahamandal Ltd (PMPML), PMPML Headquarters, Swargate, Pune, Maharashtra-411037	

- 13.3 The notices and correspondences shall be signed by an authorized representative of the sender.
- 13.4 Shall be in person or by registered post, tele-fax/ fax/ courier/e-mail.
- 13.5 Notice shall be deemed to be received by the other Party within 07 (Seven) days from the date of the acknowledgment receipt

**14 CHANGES / MODIFICATION**

The Parties shall always have the right to add, delete, amend or alter any of the terms and conditions of this Agreement as may be required by business exigencies or any change made by the regulatory authority or statutory changes and such terms and conditions as mutually agreed in writing and acknowledged by the Authorized Representatives of both Parties to be effective. The same shall be binding on the Parties.

**15 RELATIONSHIP**

Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee or that of principal and agent between Client and Service Provider.

**16 SEVERANCE**

If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

**17 INDEMNITY AND LIMITATION OF LIABILITY**

Notwithstanding anything mentioned elsewhere in this Agreement, the SI including its principals/advisors/officers shall be liable to PMPML for any damages (including, but not limited to, damages based upon lost profits, business interruption, lost





business, or lost transactions) for any acts or failure to act under this Agreement. Further as PMPML is the principal Party under this Agreement, the SI hereinafter indemnifies PMPML from all damages/liabilities arising from the operationalization of this Agreement.

## 18 DISPUTE RESOLUTION AND ARBITRATION:

18.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 18.2; The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 18.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the other in arriving at an amicable settlement thereof. Failing which, either Party may require such Dispute to be referred to the Chairman and Managing Director of PMPML for amicable settlement, and upon such reference, the said persons shall meet no later than 15 (Fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 (Fifteen) day period or the Dispute is not amicably settled within 30 (Thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 (Sixty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 18.3.

### 18.3 Arbitration

18.3.1 Any Dispute which is not resolved amicably by conciliation as provided in Clause 18.2 shall be finally decided by reference to arbitration by a Sole Arbitrator mutually appointed by SI and PMPML (the "Arbitrator"). Such arbitration shall be as per the Arbitration and Conciliation Act, 1996 or any amendment thereof. The venue of such arbitration shall be Pune, and the language of arbitration proceedings shall be English; The cost of such arbitration shall be mutually borne by both the Parties.

18.3.2 The Arbitrator shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 18 shall be final and binding on the Parties as from the date it is made, and the SI and PMPML agree and undertake to carry out such Award without delay;

18.3.3 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

## 19. JURISDICTION OF COURTS

The courts at Pune will have the exclusive jurisdiction on any disputes.



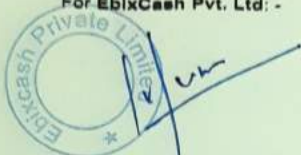


20. ENTIRE AGREEMENT

- a. This Agreement supersedes all oral and written representations and agreements between the Parties including, but not limited to any earlier agreement relating to the subject matter
- b. This Agreement shall be executed in two counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

In witness whereof the Parties have signed this Agreement on the date first mentioned hereinabove.

For EbixCash Pvt. Ltd. -

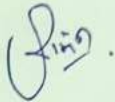


Mr. V. Kas Verma  
Designation Director

In the presence of  
Witnesses:

(1) Yugank Grewal

For Pune Mahanagar Parivahan  
Mahamandal Ltd



Mr. Dattabhai M. Zende  
Designation Traffic Manager.

In the presence of  
Witnesses:  
**TRAFFIC MANAGER**  
Pune Mahanagar Parivahan  
Mahamandal Ltd.

(1) Chandrasekar V. Varpe  
Traffic planning officer

Annexure I

Scope of Work & Commercial

The Scope of Work is broadly defined as below-

• Part A

- Design, develop, customize, integrate, deploy and operate following modules during entire Contract Period:
  - Electronic Ticketing System (ETS)
  - Online Reservation System (ORS)
  - Public Online Reservation System (PORS)
  - Hosting of services in Data center (DC)/DR or Cloud.
  - Create a dashboard and provide analytics capability to enable PMPML to plan services better as per requirement of PMPML.
- Assessment, installation of required hardware, networking components as defined in Specifications and Bill of Quantity section of ASRTU



BEFORE ME  
SURESH RAINA  
NOTARY Govt. of India  
NOTED AND REGISTERED  
REGD. No. 4089  
DATE 23 JUN 2021



23 JUN 2021



10/11/20

contract. Any additional requirement, if any, would be provided on chargeable basis.
<ul style="list-style-type: none"> <li>Procure and supply Electronic Ticketing System (ETS) as per required specifications, their asset management, repair and maintenance and managing inventory related to ETS.</li> </ul>
<ul style="list-style-type: none"> <li>Establishment and maintenance of IT helpdesk to provide support relating to ITS to stakeholders which have to interface with the system.</li> </ul>
<ul style="list-style-type: none"> <li>Operation and Maintenance of the IT systems infrastructure at the central system and the AFCS project in accordance with the provision of the ASRTU Rate Contract.</li> </ul>
<ul style="list-style-type: none"> <li>Design, develop, deploy, operationalize and maintain SLA monitoring tools</li> </ul>
<ul style="list-style-type: none"> <li>Develop Training content and impart training to PMPML, Pune's identified Personnel (conductor, planning staff).</li> </ul>

- Part B Creation of Internal Mobile App to display dashboard showing real-time MIS reports and other key details of the Project as per the hierarchy mutually agreed between SI and PMPML
- API to integrate with AVLS system
- API for commuters to buy tickets at the Kiosk Integration of all future AFCS hardware such as POS, Validators etc, that will be procured by PMPML and all other IT initiatives of PMPML.

**General Scope of Requirements**

**User Access Control:** The system provided by SI must provide the means to control and restrict the system access for critical and confidential data. The user access control capability will support the limiting of access to certain objects, and the filtering records of certain objects based on the user role and attributes (including position of person in the organizational hierarchy). The system administrator will have the ability to create new roles, provide a role access to an object, defining the level of access (Read only or Edit), adjust accordingly the Access parameters that will be used by a particular user role when accessing the object (limiting or providing full access) to the user to a subset of records of that object, based on the user's attributes. The User Authentication System and User Roles framework should be according to industry standards.

**Audit Trails:** An audit trail of changes to data in the system is required. All records that are changed should be time stamped and logged. Transactions modifying critical data must record an audit trail to identify the user responsible for the modification. The audit trail must operate on nominated tables & data items. There should be a facility to report on audit logs.

**Data Archiving and Backups:** The System should provide a user driven data archiving capability, with support for flexible archiving periods and selected data. SI shall retain the transactional data reports for 6 (Six) months and archival of the same for 7 (Seven) years usable for analysis during any point. The system shall provide for backups of transactional data at regular intervals. The standard data storage & archival procedures shall be followed for effective data management and retrieval for future analysis and reference. A copy of the raw data should be provided by the SI to PMPML. Also, Data analytics of trip-route-depot

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and organization wise should be made available through a dashboard. The dashboard User Interface (UI) to be formulated in collaboration with PMPML.

**Online Help:** There should be adequate and effective online help facility in relation to the IDTMS System. IDTMS System is required to be functional 24 X 7 X 365 days.

**Open Standards:** Application shall be based on 3-tier architecture and developed using open standards to take care of interoperability issues. The user and reporting interface will be intuitive, web-enabled and compatible with latest versions of internet browser (such as IE, Firefox & Google Chrome). "PMPML, Pune" operators & management with certain user roles shall also be trained to generate various reports through the web as per the access rights defined. All databases used in ETS are to be standard RDBMS. All SQL related queries & data types must conform to ISO SQL. The SI shall if required, provide to PMPML the relational database layout including related fields, key fields and definitions for all fields in all tables in the database. "PMPML," operators and management should be able to query a route by distance travelled and revenue collected, and therefore the solution must permit comparison across information from ETS.

**Dates and time stamp:** All information technologies must properly display, calculate, and transmit date data displayed & printed in 'dd/mm/yyyy' format.

**SMS and Email communication:** The system should interface to a standard Short Messaging Service and email, Gateways using standard protocols with encryption to send & receive emails & SMS. In case, SMS and Email or any other mode of communication is required to be utilized then PMPML shall bear cost of such mode of communication.

**General Requirements:** The System shall provide data exchange facilities using standard data formats like XML, ASCII, CSV, etc., compatible to transfer data to/from bus mounted units to PC based systems, etc. Wherever web services are used, the interchange must conform to industry standards such as W3C-SOAP 1.2 standard

The performance testing benchmark environment, the quantitative response time requirements and the method of conducting the performance testing will be determined along with "PMPML, Pune" during the design phase.

The system performance must not be degraded by increasing the number of buses, thereby the sub-components, number of access nodes on the network or the number of users accessing the system (whether simultaneously or not).

The IDTMS System shall be used by "PMPML, Pune" personnel as identified by "PMPML, Pune" in its sole discretion and SI shall accordingly provide, as required, training to such personnel.

The system should be designed to ensure that the loss of data is minimized due to the network 'drop outs'. The SI to ensure that there should not be any loss of daily transactional data generated under the Project and the entire data can be retrieved when the ETM's are connected to the Computers. In case ETM is damaged on account of PMPML personnel, then SI has to submit real-time data generated by the concerned ETM and received in its system to PMPML.





The Project shall be compliant with all the certifications and guidelines issued by competent authorities as per ASRTU Rate Contract.

**Electronic Ticketing System (ETS)**

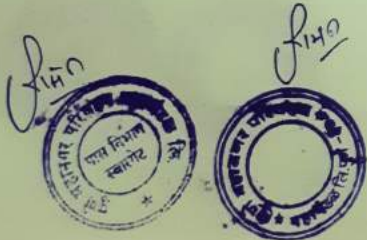
Electronic Ticketing system (ETS) will comprise fare collection through spot printed (ETIM Issued) tickets through ETIMs, Cash & Ticket Operations (in case of ETIM failure) and Smart Card Operations). ETS will consist of handheld ETIMs used by conductors to automate ticketing by issuing spot-ETIM printed ticket and Contactless personalized RFID Smart cards for travel (with e-purse for passes and tickets). It also consists of issuing new personalized RFID cards as bus passes to the desiring customers, renewal of RFID cards, Issuing RFID based e-purse cards and recharging the same through the Point of Sales counters across the operational area. This also involves printing of personalized RFID cards at the card printing center. As ETIMs validates e-purse smart cards, a provision must be made in the ETIMs for a smart card reader with inbuilt security protocols. The ETS will support secure transfer of financial data from ETIM through GSM network to a central server at preconfigured intervals as decided by PMPML. Revenue monitoring application will be hosted in the central server to track financial performance. ETS will also empower "PMPML, Pune" Field Personnel to reconcile bus occupancy numbers with ticketed passengers and authenticate ETIM issued tickets or validate smart cards. In the event of failure of ETIMs, a pre-printed ticket inventory (and cash reconciliation) will be provided at the depot by "PMPML, Pune".

A set of functions and minimum set of technical features which the module must meet in realizing the objectives of the stakeholders is required of the solution.

**Minimum Requirement:**

Minimum Requirements ETS should consist of the following at the minimum including the Scope of Work mentioned hereinabove –

- ETIMs should automate ticketing through spot-printed tickets to commuters, Support Cash and Ticket Operations in case of Failure of ETIMs (with an inventory management of tickets).
- Provide means of automated End of Day Cash audit and reconciliation of pre-printed tickets and support contact less smart cards ticketing with e-purse,
- The System should be an online system. The ticket data should be communicated online from ETIM Devices to Backend over GPRS using encrypted protocols and should automate revenue reconciliation data/ Revenue monitoring application should provide reports on financial performance, adherence to targets according to division, depot, schedule, route wise etc. with actual performance and aid in effective planning and appraisal through graphs, reporting etc.
- Empower Security and Vigilance Department or any other Authorized person by "PMPML, Pune" for inspection (reconciling bus occupancy numbers with tickets issued, inspecting status reports etc.).
- Issuing and Renewing RFID based personalized smart cards as Bus Pass, Cashless Cards, and Identity Cards if required.



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- Printing and distributing personalized smart cards as Bus Pass, Cashless Cards and Identity Cards to the Point of Sales through centralized card printing house if required.
- The system shall have all required masters digitized by the SI related to vehicle operations, revenue and crew such as depots, route, schedules, bus-stops, fare-stages, conductors, drivers, users, etc.
- The updating and view of masters shall be based on access roles and rights. Any updating of masters shall be in online mode only to maintain data integrity. However, it shall be possible to access/view master data related to depot in online mode.
- The system shall support and interface with schedule creation at central level.
- The allocation of drivers, conductors and buses shall be done at depot level. The same should be possible in online mode. The System shall not allow more than one driver, one conductor to be allocated to one bus/one schedule.
- The system shall allow bulk waybill printing for all schedules for the day/shift. The printing of waybills and closing/audit at the end of shift, which shall be functional in offline mode or redundant connectivity must be provided by the SI. The cashier shall be able to record cash receipt in the system.. Pre-printed tickets shall still be used as a fall-back to ETS, the system shall manage entire inventory, receipt and issue process for pre-printed tickets. Details of pre-printed tickets sold should be captured to generate consolidated revenue reports.
- All data created/modified in off-line/online mode (including ETM) shall be synchronized with Central System, as soon as connectivity is restored with an audit trail of such changes.
- SI shall provide the required hardware and connectivity to manage issue and receipt of ETIMs through software application, by building required infrastructure.
- Timely Preventive and Breakdown maintenance schedule of all supplied hardware shall be adhered by the SI as per manufacturer's instructions. ETIM should support read/write of Contactless Smart cards of EMV, Type A and Type B, confirming to ISO 14443 specifications. These Contactless Smart cards can be used by "PMPML, Pune" as e-Purse tickets and passes (Student/staff/monthly passes etc.).
- Real time display of revenue collection by route, schedule, bus stop, time, date, distance, deviation, depot etc.
- Charging Infrastructure should be compact to save on space for charging ETIMs.
- Preferable that charging infrastructure should charge multiple ETIMs at a time.
- The backend system should be robust enough to handle online communication of minimum 2,000 ETIM Devices at a time.
- In case of failure of ETIMs, pre-printed tickets will be provided at the depot by "PMPML, Pune", the inventory solution has to be provided by the SI for issuing these tickets (through conductors) to ensure coordination and accountable reconciliation practices.
- Reconciliation will be done End of Day (EOD) at the depot.
- Mechanism to recover the data and populate the appropriate database, in case the data is not getting sent from the device.
- SI should take up periodical preventive and corrective maintenance of all ETIM device.
- SI shall be responsible for replacing the defective ETIM in line with the SLA. SI shall be responsible for arranging defective ETIMs to be collected from depots and returning the same duly after service at his own cost and risk. SI shall be

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responsible for the entire comprehensive maintenance of ETIMs including batteries, printer mechanism and all other components. SI shall also be responsible to deliver the functional ETIM to PMPML personnel at location of requirement/breakdown.

- SI shall be responsible for issuing, receiving and charging of ETIMs. Requisite space shall be provided by "PMPML, Pune".

The ETIM, at the minimum, consist of the following features:

- Handling wear and tear; high throughput of transactions (during peak period) supporting prolonged battery power to last minimum for a shift with GPRS connectivity; and read/write facility of contactless e-purse smart cards.
- Route, bus stop, fares, and passes data in the device application.
- Support secured Login using ID/PIN using Contact less Smart Cards for crew.
- Provision to extract transaction data from ETIMs, in case the data is not communicated to Central Server due to problem in communication or ETIM device.
- Easy to use for conductors with issue of tickets requiring minimum key-strokes.
- Display the valid passenger count in the bus, as per the ticket issued, at any point of time.
- Display the real-time status of the battery and ETIM health.
- Conserve battery during idle time either by invoking auto shutdown or sleep mode.
- Tamper proof software and hardware (alert upon tamper)
- ETIM to print hard copy information of number of tickets issued in the bus and total revenue collected at that point in time for security personnel to reconcile the number of passengers in the bus.
- Trip Direction/Number Change should be automatic and reflected in the ticket
- Display must be readable in all ambient light conditions including bright, day light.

Further, the SI shall have to carry out repair & maintenance of Electronic Ticket Issuing Machines and other hardware by replacing the worn out/defective spare parts on free of cost basis throughout the Contract Period. However, if there is any physical damage to ETIM and/or other hardware, then only the payment of such damage/missing ETIM and/or other hardware or its spare parts shall be reimbursed to the SI on monthly basis. SI shall intimate to PMPML within same day of occurrence of breakdown of particular ETIM and/or other assets with adequate reasons for the said breakdown. PMPML shall consider the reasons provided by SI and fix the way forward accordingly. All ETIMs and all other assets under the Project have to be insured by the SI at his cost and expense. In case any damage and manhandling to Project assets is not covered under guarantee/warranty/insurance, same will be recovered by PMPML from concerned staff if found to be intentional.

PMPML will provide sufficient space in one of the depots to the SI to set up a service center for the maintenance of the ETIM Machines. PMPML will provide working infrastructure like space, Electricity, Internet, Table &, lock and key cupboard in the depot

Online Reservation System (ORS)

PMPML proposes for an Online Reservation System to be developed in the open source platform for current/advance reservation ticketing as per PMPMLs business rules/policy. The





ORS application need to implement all the reservation/cancellation/concessional rules. The SI should develop ORS application.

The major tasks to be done are as follows:

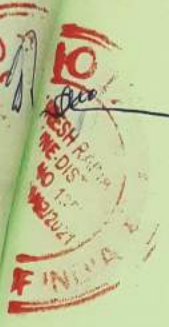
- ┆ Develop ORS Application as per the requirement of PMPML.
  - ┆ Provide enhanced Security features like encryption of the data, preventing the virus/hackers attack.
  - ┆ Provide payment modes like CC/DC payment facility, Wallet Integration, QR Code and payment gateway facility with proper reconciliation process at depot level.
  - ┆ The user and reporting interface will be intuitive, web-enabled and compatible with latest versions of internet browser (such as IE, Firefox, Google Chrome & Safari).
  - ┆ The system should allow one way trip, round trip and multi city trip booking through the ORS.
  - ┆ The system should have facility to provide ORS booking details on ETM before handing over ETM to conductor. The interface developed should be capable of performing the Functions like uploading and downloading of data, like capture advance booking details from the ORS and pass it on to the ETMs.
  - ┆ Online reservation booking facility should be accessible to authorized ticket booking agents and online travel agents with all security checks, access permissions and
  - ┆ Restricting agents to cross prescribed financial ceiling permissible for reservation booking.
- ┆ System should be able to cater to Business rules regarding Reservation/cancellation/Advance Booking, Full/Partial Cancellation of tickets, and Advancement and postponement of journeys.
  - ┆ All ORS users should be able to change their password periodically. Alerts in this regard should be sent to users periodically.
  - ┆ Enabling Blocking of seats or issuing ticket for reserved quota.
  - ┆ Applying concessions applicable for ORS as per the rules of PMPML.
  - ┆ Automatic locking of booking facility provided to authorized booking agents, if the limit is exceeding the permissible limit.
  - ┆ Comprehensive audit trail, logging and reporting.
  - ┆ All the reservation and current tickets should be issued with proper validation of Wallet/ Smart Card.

Public Online Reservation System (PORS)

PMPML proposes to have PORS For booking the tickets through internet for web users and the payment is done via payment gateway. The PORS application shall support a count of approximately 10,000 simultaneous log in. The SI should develop PORS application. The major tasks to be done are as follows:

- ┆ All the basic facility related to bus booking/cancellation of the PMPML buses online.
  - ┆ Passenger should be able to book ticket on OTP based guest login.
  - ┆ An E-wallet facility for the passengers up to INR 2000 without KYC (decided by PMPML).
  - ┆ Ride miles points should be added into their wallet account against the respective journey.
  - ┆ Facility to display UC concessional scheme and amenities on home page.
  - ┆ Users should have a facility to Print / SMS / E - mail Ticket.
- ┆ Passengers should be able to track their refund status via PNR/Mobile
- ┆ Dynamic searching (today, tomorrow and next 7 days seat status with fare) and vice versa.



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- PORS application should integrate with the payment gateways, wallet and QR code as and when the same are integrated by PMPML.
  - Integration with PMPML Smart card and mobile cards for paper less journey
  - Web enquiry for seats availability, fare, routes, en-route stops, Arrival and departure time etc.
  - Advance Booking, Full/Partial Cancellation of tickets, and advancement and Postponement of journeys.
  - The security for the access to the application must be provided centrally with suitable authentication/architecture. Audit trail must be maintained for all data updates/amendments and deletions for security audit.
  - Prevention of the unauthorized virus/hackers.
  - An admin console report of passengers i.e. city wise, country wise, amount wise, device and other related queries for preparation of route/schedule in future.
  - All the reservation tickets should be issued with proper validation of Wallet/ Smart Card

#### Application Hosting and CCC

Application hosting can be done on Cloud or on Tier 2 & above compliant Data Center (DC) and Disaster Recovery Center (DR). SI shall be responsible for providing application hosting services for the entire project duration.

#### Central Control Centers

Operator Terminals will be installed at CCC and will be used for viewing, reporting, monitoring, controlling and management of all events, incidents, alerts, and updates for IDTMS project

The Central Control Centre (CCC) related space provisioning will be done by PMPML, The required non-IT components like, electricity, seating space (furniture) etc. will be done by PMPML

All the civil infrastructural requirements, air conditioning requirement, seating arrangement, flooring, false ceiling, painting, aesthetics, partitioning, power etc., needed to build the Command and Control area shall be provided out by PMPML.

#### **Additional Scope of Work (over and above the scope of work as per ASRTU Rate Contract specified herein)**

##### Provision of Additional Manpower Services (Depot Manpower) and Paper Roll

1. Additional minimum number of manpower (depot engineer) need to be deployed at the depot as per requirement of PMPML.
2. Paper Roll for ticketing, waybill and cartridge for conducting daily operations of the Project to be provided. Additional maximum 4 Rolls per bus per day will be provided daily considering optimum utilization. In case the number of paper roll exceeds the volume of maximum 4 rolls per day per bus, additional charges shall be payable on actual basis.
3. Paper Roll Specifications shall be 50 to 60 GSM, 14m long, 57mm wide.
4. Deployment time – as per requirement of PMPML

Payment to the SI shall be made as per Clause 4.1 of the Agreement.



### 1.1 Ownership

- I. The ownership of the Hardware, Equipments and any other Infrastructure created by SI for the "Design, Develop, Build, Install, Maintain and Transfer Automated Fare Collection System (AFCS) for the Buses of SRTUs" Project shall be with SI till the period of the contract. The possession and ownership of the infrastructure shall be handed over to PMPML after the expiry of the Agreement before release of performance security.
- II. The process for the same should start prior to 6 (Six) months before end of the Agreement.
- III. SI shall provide knowledge transfer to "PMPML, team during the Contract Period
- IV. In case ownership of any hardware / software/ connectivity / license is non-transferable, then in that case the same has to be procured / purchased in the name of "PMPML, Pune" at the total cost and expense to be borne by SI.

### 1.2 Warranty

- I. SI shall warrant all that the Infrastructure and components procured for Project shall have no defects arising from design or workmanship or any act or omission. The warranty shall remain valid for a period of the Contract Period from the date of complete "Go-Live" of the Solution
- II. SI shall replace any parts/components of the IT Infrastructure supplied for project if the components are defective and during the entire warranty period at no additional cost. SI shall apply all the latest upgrades/patches/releases for the software after appropriate testing at no additional cost during Contract Period.

### 1.3 Personnel

- I. SI shall be responsible for sourcing of the personnel and the management of all matters relating to such personnel, to carry out the responsibilities assigned to the SI under this agreement.
- II. SI shall provide manpower for the project in accordance to provisions of ASRTU rate contract Additional manpower requirement over and above as specified in this agreement will be provided by SI at additional cost with written concurrence of PMPML.
- III. Details of manpower to be provided by the SI under this Agreement is tabulated hereunder:

S.No.	Designation	Requirement in Nos.

Note: The SI shall submit to PMPML the above list of the personnel deployed in each role on a quarterly basis including details such as name, designation, contact details, years of experience and qualification.





#### 1.4 Training

- I. SI shall conduct training for all stakeholders including training material and training faculty related to the project being conceived. SI will be responsible for design and implementation of training and change management strategy in coordination with "PMPML, for awareness of the stakeholders.
- II. SI shall also be required to conduct workshops/seminars, if required for creating awareness for various stakeholders within "PMPML for acquaintance of various cadres.
- III. Training for the analytics and visualization tool also to be made.

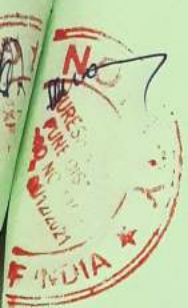
#### Annexure – II – Service Level Agreement

##### 1. SLA Monitoring & Measurement System

- I. SLA shall be for two phases i.e. Implementation and Post implementation phases. Implementation SLA shall be applicable from the date of start of project unanimously confirmed by both parties by way of kick off meeting or letter issued by "PMPML, Pune" for start of project work. Post implementation SLA shall be applicable after full scale operations roll out at all locations in "PMPML".
- II. SI shall design, develop, implement, customize "IDTMS" System and shall also develop an additional SLA tool to measure performance against each of the indicators listed under SLAs specified in this agreement.
- III. The SLA monitoring system implemented by SI shall be reviewed and certified by SI concerned officials.
- IV. SI shall ensure that proposed SLA monitoring system addresses all the SLA measurement requirements and enables calculation of eligible payment to SI, including penalties as specified in the SLA.
- V. Officials authorized by PMPML shall be allowed to access the systems or its components like databases, subject to such rights & privileges as PMPML may decide from time to time.
- VI. The detailed SLA parameters will be done as under –

SI shall provide services as defined in Scope of Work, in accordance to the definitions and conditions as defined.





**Duration of SLA**

**This Service level agreement would be valid for entire Contract Period**

**Implementation SLA**

- **Penalty for delay in Go-Live of ETIM in the pilot depot = Rs 200000/- per Week**
- **Penalty for delay in final Go-Live of the project at all locations (Rs.2,00,000) per Week.**

If the final Go-Live is delayed beyond the specified time limit, or any particular milestone is delayed prescribed time due to certain dependencies, then penalty should be waived on genuine grounds. PMPML reserves the right to invoke suitable penalty clauses after assessment of reasons from either side.

**Post Implementation SLA**

#	Services	Parameters	Validation	Level	Penalty
1	Repair / Breakdown of ETM  Note: PMPML to compute Penalty on operational ETMs.	Percentage of faulty or breakdown ETIMs not resolved in 24 hours in case of normal working days and 48 hours in case of weekly and public holidays.	Percentage will be calculated across all depots and will exclude count of ETIM machines which are kept in stock or unused, Percentage of faulty or breakdown ETIMs will be calculated using only ETIMs which are in used by STU staff and officials.  ETIM machines kept in stock or which are not in use will not be considered for arriving at this percentage.  Measuring tool: SLA monitoring tool shall provide this information from ETIM component issue tracking report.	<=2%  >2% and less than 5%  On every additional 1% after initial 5%	No Penalty  0.5% Penalty on monthly billing.  1% Penalty on monthly billing for each additional 1% after initial 5%.
2.	Repair / Breakdown of hardware items	Percentage of faulty of breakdown calls not resolved in 24	Percentage will be calculated across all depots.  Hardware kept in	<=0.5%  >2% and less than	No Penalty  0.5% Penalty on





		hours in case of normal working days and 48 hours in case of weekly and public holidays.	stock or not in use will not be considered for arriving at this percentage.  Measuring Tool: SLA monitoring tool shall provide this information.	5%  On every additional 1% after initial 5%	monthly billing.  1% Penalty on monthly billing for each additional 1% after initial 5%.
3	Resource availability for SI services	Number of days for which resource is present at the designated locations / total number of days.	Measurement tool: Attendance register through system; Average out of all of the resources deployed by the SI.	>98%  95% - 98%  1% Penalty on monthly billing for each additional 1% after initial 95%.	No penalty  0.5% penalty on the monthly billing.  1% penalty on the monthly billing for each additional 1% after initial 95%..

For the additional services of providing additional Depot manpower and paper roll, the SLA and penalty shall be same as point 3 of the above referred table.

**SLAs for 4.1 Part A Scope of work (Capital Expenditure, Operation and Maintenance) will be based on the respective billing amount towards 4.1 Part A only.**

**SLAs for 4.1 Part B Scope of work (Consumables and Manpower in Depot) will be based on the respective billing amount towards 4.1 Part B only.**

Maximum SLA related penalty applicable during project operation and maintenance period as per the above table is capped at 4 (Four)% of the total amount payable per month (service charges per bus per month)





**Annexure III – Other Terms and Conditions**

**1. Documentation**

- I. SI shall prepare/update the documents including that of SRS, Detailed Design, Test Cases & Results, User / Operations / Maintenance / Installation / Training manuals, Security Policy, Licensing, data dictionary etc. SI shall obtain the sign-off from "PMPML, Pune" for all the documents submitted for this Project and shall make necessary changes as recommended by PMPML before submitting the final version of the documents.
- II. SI shall undertake preparation of documents including that of Infrastructure solution design & architecture, data structure dictionary, configuration files of the Infrastructure, Standard Operating Procedures, and Information Security Management procedures as per acceptable standards. SI shall take sign-off on the documents, including design documents, Standard Operating Procedures, Security Policy & Procedures from "PMPML, Pune" and shall make necessary changes as recommended before submitting the final version of the documents.
- III. SI shall prepare and submit all the documentation before provisional 'Go-Live' and also ensure that a periodic revision of the documents to reflect any changes in the system and / or processes relating to new system are also done and submitted to "PMPML, Pune".
- IV. SI shall be responsible for submitting final version of all the mentioned documents to PMPML within 03 (Three) months of the Execution Date

**1 Project Timelines**

- i. Project Implementation and its schedule





The envisaged Project shall be implemented in 3 (Three) months from the Execution Date as tabulated below:

• **Part A (Scope of Work)**

#	Milestone / Activity	Period
1	Execution Date	T
2	Requirement gathering	T+2 weeks
3	Software Requirement Specification (SRS)	T+5 weeks
4	Application Development	T+ 7 Weeks
5	System Integration	T+ 8 Weeks
6	Pilot testing (Pilot Depot to be fixed by PMPML and Report of said testing to be submitted by SI)	T+ 9 Weeks
7	Training	T+ 9 Weeks
8	System Roll out	T+ 10 Weeks
9	Submission of manuals and O&M plan	T+ 10 Weeks
10	User Acceptance Test (UAT)	T+ 10 Weeks
11	Commercial Deployment- Go Live Date	T+12 Weeks

It shall be completely incumbent to the SI to achieve the Go-Live Date as mentioned above. PMPML reserves the complete right to modify the abovementioned milestones and associated period as per its discretion.

• **Part B (Scope of Work)**

#	Milestone/Activity	Period
1	Part B (Scope of Work)	T+16 Weeks

Herein;

T, as referred above, means the Execution Date as per this Agreement.

**Responsibility Matrix**

Responsibilities	SI	PMPML
<b>Hardware</b>		
Supply of Electronic Ticketing machine (ETM)		
Booking Window hardware		
Civil infrastructure for depots / helpdesk		
Space for Booking Counter		

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Manpower for Booking Counter		
Manpower for Maintenance of ETM		
Hosting of Entire Solution on Cloud/ Data Centre		
<b>Network</b>		
GPRS Connectivity In ETM		
Network Connectivity at Data Centre		
<b>Training</b>		
Providing Infrastructure for Training		
Allocating Conductors for Training		
Training of Conductors/ Drivers for ETM, Smart card functions		
Training to PMPML Pune personnel on understanding and analysis of ETM, Smart card, ORS data		
Training of PMPML Pune Officials on Revenue System		
<b>Software</b>		
User Requirement Gathering		
Software Development		
User Acceptance Testing		
Go live		

**2 Project Deliverables**

SI shall deliver the requisite deliverables to PMPML, Pune as part of an assurance to fulfil the obligations under the SLA and this Agreement.

Any conflict with respect to project and/or deliverable timelines will have to be resolved by SI in consultation with PMPML and/or its designated agencies and approved by PMPML. Thereafter the approved timelines will have to be followed by SI. It is to be noted that upon achievement of Go Live Date, SI is required to submit all the updated system design documents, specifications, application deployment files, user manuals, administration manuals and all other applicable deliverables to PMPML.

**3 Bill of Material**

The exact Bill of Material (BOM) for the project will be designed in consultation with officials of PMPML. BOM required over and above quoted in ASRTU rate contract will be cost additional and shall be finalized post written concurrence of PMPML. SI shall make its own independent assessment for exact bill of material before carrying out assessment with PMPML. However, the final bill of material will not be lesser than what has been provided in ASRTU rate contract.



Sr No	Bill of Material	QTY
<b>A</b>	<b>In Bus and Station Infrastructure</b>	
1	Electronic Ticketing Machine (ETM)	2 Per Bus
2	ETM SIM Cards Connectivity	1 Per ETM
		Minimum 1 per Depot( shall cover all ETMs for charging)
<b>3</b>	<b>ETM Charging Racks for Depots</b>	
	<b>Current Booking Counters at Depot</b>	
	<b>— 2 Counters per depot</b>	
<b>B</b>		
1	Electronic Ticketing Machine (ETM)	2 per Depot
2	ETM SIM Cards Connectivity	1 per ETM
	<b>Advance Booking Counter — 2 Counters per Depot</b>	
<b>C</b>		
1	Desktop	2 per Depot
2	Dot Matrix Printer — 80 Column	2 Per Depot
3	Networking/ Connectivity related Hardware	1 Set Per Depot
4	Connectivity - Redundant ( Primary + Secondary)	2 Per Depot
<b>D</b>	<b>Desktop for Cashier and MIS in Depot</b>	<b>2 Per Depot</b>
<b>E</b>	<b>Software Applications</b>	
	Electronic Ticketing System + Depot Management System	1
1	Online Reservation System	1
2	Mobile App	1
3	Public Online Reservation System	1
4	MIS & Analytics Reporting System	1

PMPML shall also provide seating space to support engineer for carrying out minor repairs to ETMs and maintenance etc. including support to IDTMS system at depot level on daily basis so also, at divisional level, for Team Leader at each division for monitoring entire operations of divisions. While doing so, PMPML will also provide electric connection, free of cost upto the seating space of support engineer/Team Leader at depot/division.

#### 5 . Exit and Transition Management

This section sets out the provisions, which will apply when SI is either not willing to continue the project or there is a Termination or expiry of the Agreement. In such a case, PMPML at its sole discretion, may select another service provider for transition and support going forward. It shall be the duty of the SI to provide the necessary transition for



support to the new service provider. The new service provider shall be entitled to use the assets for the duration of the exit management period which shall be normally three months from the date of expiry or termination of the Agreement as per directions of PMPML. The exit management period starts, in case of non-renewal of Agreement, 03 (Three) months before on the date when the Agreement expires with efflux of time or in case of Termination of Agreement, on the Termination Date. The exit management period ends on the date agreed upon by the PMPML and SI.

a) Under Expiry of Agreement

- Before 6 (Six) months prior to the expiry of Agreement, the SI shall fully train PMPML staff or any other agency designated by PMPML who is designated to take over the operations of the Project as well as the maintenance of the Project.
- The SI shall be responsible for transferring all the knowledge regarding the AFC Systems/Project, technically and operationally to enable the new agency/ PMPML to carry out the requisite functions.
- All latest operations & technical manuals, passwords, configuration files, software, licenses, as-built drawings, etc. shall be handed over to PMPML at least 3 (Three) months before expiry of Agreement.
- PMPML shall release the Performance Security to the SI only after satisfactory exit management is achieved as part of the Project and SI is obligated to perform all required additional functions to facilitate the same for a smooth transfer of the duties.
- The SI shall transfer all the Project assets in fine working condition at zero cost on the last day of the exit management period. In case of the Project assets procured beyond the scope of current Agreement, procured with written concurrence of PMPML during the later stage of the Project, the PMPML reserves the right to buy it at a mutually agreed depreciated value.

b) Under Termination for for SI Event of Default

- After issuance of Termination Notice by PMPML, the SI shall as soon as possible and within 03 (Three) months (Termination Period) fully train PMPML, staff or any other agency designated by PMPML who is designated to take over the operations of the system as well as the maintenance of the Project.
- The SI shall be responsible for continuing the O&M (Operations & Maintenance) as per the scope of the contract during the Termination period as per the SLA.
- The SI shall be responsible for transferring all the knowledge regarding the Project, technically and operationally to enable the new agency PMPML to carry out the requisite functions.
- All latest operations & technical manuals, passwords, configuration files, software, licenses, as-built drawings etc. shall be handed over to "PMPML," within 1 (One) month after issuance of Termination Notice.
- PMPML shall release the requisite payments to the SI only after satisfactory exit management is achieved as part of the project and SI is obligated to perform all required additional functions to facilitate the same for a smooth transfer of the duties.

6 Exit Management Plan







- a. SI shall provide the PMPML with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
  - i. A detailed program of the transfer process that could be used in conjunction with a Replacement System Integrator as per requirement of PMPML including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - ii. Plans for the communication with SI Sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on PMPML's operations as a result of undertaking the transfer;
  - iii. Plans for provision of contingent support to PMPML, and Replacement System Integrator for a reasonable period after transfer.
- b. SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c. Each Exit Management Plan shall be presented by SI to and approved by the PMPML, or its nominated agencies.
- d. The terms of payment as stated in this Agreement include SI costs in complying with this obligation.
- e. In the event of termination or expiry of Agreement, Project Implementation, or Operation and Management & Service Providing SLA, each Party shall comply with the Exit Management Plan.
- f. During the exit management period, SI shall use best efforts to deliver the services.
- g. Payments during the Exit Management period shall be made in accordance with this Agreement.
- h. This Exit Management plan shall be furnished in writing to the PMPML or its nominated agencies within 90 (Ninety) days from the Execution Date.
- i. So far as transfer cost is concerned, in case of the completion of the Agreement, SI shall pay all transfer costs and stamp duty applicable on transfer of Project assets to PMPML and for executing the activities listed in the Exit Management Plan. However in case of premature termination of contract for any reasons, the SI shall pay all transfer costs and stamp duty applicable on transfer of project assets and for executing the activities listed in and Exit Management Plan except in case the Project is being terminated due PMPML Event of Default, whereby PMPML, shall be responsible for transfer costs and stamp duty, if any.

7 Intellectual Property Rights



- 12/12/11
- 1121
- FV
- a. PMPML shall retain the title and ownership of any site allotted by "PMPML," to SI for purposes of carrying out SI's obligations in relation to the "Design, Develop, Build, Install, Maintain and Transfer Automated Fare Collection System (AFCS) for the Buses of "PMPML," Project. Such title and ownership of "PMPML" in any such site shall not pass to SI.
  - b. The ownership of the hardware, software, equipments and any other infrastructure created by SI for the "Design, Develop, Build, Install, Maintain and Transfer Automated Fare Collection System (AFCS) for the Buses of "PMPML," Project shall be with SI till Termination or expiry of the Agreement. The possession and ownership of the all infrastructure, data and assets created and generated under the Project shall be passed on to PMPML on the closure of the Agreement before release of Performance Security.
  - c. PMPML shall own any and all data created out of the "Design, Develop, Build, Install, Maintain and Transfer Automated Fare Collection System (AFCS) for the Buses of "PMPML, Pune" Project at all the times, i.e. both 'during and 'after the expiry / Termination of the Agreement. SI shall not have any claim on and for such data and shall not for any reason withhold such data from PMPML.
  - d. SI shall exercise all due caution to protect and maintain the data created out of this "Design, Develop, Build, Install, Maintain and Transfer Automated Fare Collection System (AFCS)/Project for the "PMPML,".
  - e. SI shall not share, sell or in any manner use the data created by SI out of this "Design, Develop, Build, Install, Maintain and Transfer Automated Fare Collection System (AFCS)/Project for the Buses of "PMPML," otherwise than in accordance with the terms of the Agreement.
  - f. Upon expiry or earlier Termination of the Agreement, SI shall transfer the possession of any and all assets including without limitation any hardware, software etc. designed, created, implemented by SI for the "Design, Develop, Build, Install, Maintain and Transfer Automated Fare Collection System (AFCS)/Project for the Buses of "PMPML," Project to "PMPML,".
  - g. Upon expiry or earlier termination of the Agreement, SI or his representative(s) shall have no right to remove or take away any hardware, software, material, etc. related to AFCS in any form like printed material, storage material softcopy in CD/ DVD/ BD/ Hard Disk / Pen drive, etc. from any "PMPML," premises without permission of PMPML's authorized persons.
  - h. The application software developed for this Project shall be provided with perpetual licenses for PMPML's use..
  - i. PMPML will however have all intellectual Property Rights on all customization carried out to suit "PMPML," operations & reporting requirements etc. All the OEM license used to run the application should be purchased by PMPML after 7 (Seven) years.

