

AGREEMENT
For Development and Redesigning of Website
for Pune Mahanagar Parivahan Mahamandal
Ltd)

BETWEEN

PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED
(PMPML)

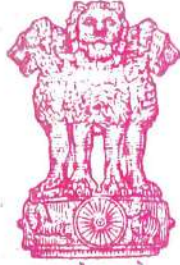
&

M/s. COJAG Smart Technology Pvt .Ltd. (COJAG)

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES



सत्यमेव जयते

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2022

BX 542949

125400 16 MAR 2023
अनु.क्र. दि. मु.शु.रकम.

दस्ताचा प्रकार Agreement

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे दर्पण

मुद्रांक विकत घेणाऱ्याचे नांव महानगर परिवहन महामंडळ

पत्ता स्वागट

दुसऱ्या पक्षकाराचे नांव COYAG SMRISHS

हस्त व्यक्तीचे नांव व पत्ता गीवा धामकर गीवा पे

किरण देवराम लडकर

परवाना क्र. 2209924

834, 24 मंगळ पेठ, पुणे-411

मुद्रांक विभाग घेणाऱ्याची सही

ज्या कोटेशनमिती ज्वाली मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून द नविन्यात बांधणे बंधनकारक आहे.

03 MAR 2023
श्रीम मुद्रांक लिपीक
विभाग पुणे करिता

AGREEMENT

This agreement is made on this

day of at Pune.

BETWEEN

Pune Mahanagar Parivahan Mahamandal Ltd, Pune having its main office at PMT Building, Swargate, Pune and represented by its IT Department Head KALEKAR SMRISHS age approx 68 years, is residing at PMT Building, Swargate, Pune - 411037 and herein referred as "PMPML" (which term wherever the context so requires shall mean and include their successors-in-interest administrator) of the other part.



AND

M/s. COJAG SMART Technology Pvt.Ltd. (COJAG), a company having registered office at the 363, kukde layout, NAGPUR 440027 represented by its authorized signatory Mr. Krunal KALBENDE (Director), hereafter referred as "COJAG" (which term wherever the context so requires shall mean and include their successors-in-interest administrator) of the first part.

GENERAL TERMS AND CONDITIONS FOR THE CONTRACT

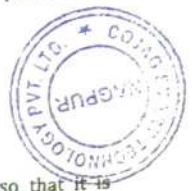
- 1) And whereas PMPML has issued a Work Order for "Development and Redesigning of Website for Pune Mahanagar Parivahan Mahamandal Ltd." (the "Project") vide Letter No PMPML/TM/976 dated 30th June 2021.
- 2) Accordingly, PMPML, COJAG have mutually agreed to enter into this Agreement for undertaking the Project as per the terms mentioned hereinafter.

3) Definitions

- a) "Appendices" means the appendices to this Contract, detailing out project information, performance standards, records, reports etc.
- b) "Authority" or "PMPML" means the Pune Mahanagar Parivahan Mahamandal Ltd. its heirs, assigns and successors as the case may be.
- c) "Chairman and Managing Director" shall mean the Chairman and Managing Director of Pune Mahanagar Parivahan Mahamandal Limited (PMPML), for the time being holding that office and its successor and shall include any officer authorized by it. The Chairman and Managing Director shall subject to the provision of the relevant sections of the Act applicable, act as PMPML's representative for the purpose of the Contract.
- d) "Competent Authority" is the Chairman and Managing Director, PMPML or any other Person(s) appointed by PMPML and notified to the COJAG, who shall be responsible for supervising the COJAG, administering the Contract, certifying payments due to the COJAG, and awarding extensions of time.
- e) "Contract" or "Agreement" means this contract between the Authority and the COJAG, including the Conditions and Appendices including any correspondence and all the terms and conditions expressly mentioned specifically therein.
- f) "Contract Period" means the tenure of the Contract as provided in this Contract.
- g) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official related to Contract execution.
- h) "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of PMPML and includes collusive practice among COJAG (prior to or after submission) designed Contract prices at artificial non-competitive levels and to deprive PMPML of the benefits of free and open competition.
- i) "Gross Misconduct" means any reckless breach or disregard of the provisions of this Contract by the COJAG.
- j) "Law" includes any constitutional provision, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules, or regulations having the force of law and rules of civil and common law and equity.
- k) "Party" mean either PMPML or COJAG, one of the parties to this Contract, and "Parties" means all the two parties to this Contract.
- l) "Person" means any natural person, firm, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority, or other entity, having legal capacity to sue and be sued in its name.
- m) "SLA" shall mean Service Level Agreement.
- n) "Tax" means the Indian Tax, duty, levy, and charge whatsoever charged, imposed, or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

4) Scope of Work

- a) Development of New Website for PMPML
 - i. Designing, development & maintenance of new website for PMPML.
 - ii. Design and development of Mobile-responsive (hardware agnostic) design, so that it is accessible from desktops as well as mobile devices.
 - iii. Layout design, User Interface (UI) or look & feel of the new website is to be approved by PMPML, i.e. Design mock-ups of each screen/pages must be submitted for approval
 - iv. Inclusion of all functionality and information available in the current website of PMPML



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- v. The website must be integrated with existing AFCS application, ITMS application, RTMS application & GRMS application and any other application to be deployed by PMPML via APIs.
- vi. The website must automatically fetch data from the external applications and showcase on the pages. i.e. Route/Journey planning data, e-Ticketing data, or any other future integrations.
- vii. Integration and connectivity of New PMPML Website with all social media platforms. i.e. Content updated on social media handles (Twitter, Facebook, YouTube, Instagram etc) must be reflected on the website.
- viii. Implement SSL certification & other security certification (Cert-IN) etc for the website.
- ix. Ensure that website data is backed up and archived.
- x. Adhere to Web Content Accessibility Guidelines (WCAG) 2.0 and Govt. of India Guidelines (GIGW).
- xi. Must be developed using Open-source platform & software.
- xii. Shall give a stand-alone mobile application with similar features on FOC basis to PMPML.

b) Minimum Features

- i. Breadcrumb navigation or easy to access & highly navigable.
- ii. SEO friendly
- iii. A consistent page layout will be maintained throughout the site.
- iv. Most important elements will be made visible on the first screen.
- v. While using national identity symbols like flags, national emblem etc, it will be ensured that the images are in a proper ratio and color.
- vi. Wherever a graphic is used, a meaningful 'alternate text' must be given.
- vii. The content of the site will be made readable with default standard font.
- viii. Font properties will be such that the text must be readable both in print and electronic format.
- ix. There must be adequate color contrast between text and background.
- x. Use of image will be limited as images increase downloading time and images will only be used when it adds value to the content.
- xi. Use of text rather than images will be considered for headings and website navigation.

c) The functional requirements of the Website are in the Annexure A.

d) Operations and Maintenance

- i. COJAG shall be responsible for undertaking comprehensive Operations and Maintenance (O&M) of the new website during the Contract Period.
- ii. O&M shall include regular and periodic maintenance of the new website as well as updating the same from time to time.
- iii. COJAG shall undertake any updation or any modifications to the new website as directed by PMPML.
- iv. COJAG shall deploy dedicated technical resource for undertaking O&M as per the need and requirement of PMPML.
- v. COJAG shall periodically update the content of the website & proactively liaison with PMPML for the same.

e) AMC activities shall include:

- i. Maintenance of the existing/developed application and ensure that the developed application is bug-free, running efficiently and simultaneously incorporate necessary changes in the application.
- ii. Integration with PMPML's web portal, PMPML's mother App, GRMS.
- iii. Undertake activities like bug fixing.
- iv. Application performance improvement
- v. Fine-tuning application for any hardware change, server change
- vi. Database migration or server migration if applicable
- vii. Data backup and archival
- viii. Debugging, modification and updation in the Application
- ix. Database maintenance & tuning
- x. Health checking & monitoring
- xi. Maintain change management log.
- xii. Proper version control of the source code & transfer
- xiii. Training support & capacity building of PMPML staff

f) Change request (CR) activities shall include:

- i. Development of new Software/Module/Feature after Go-Live
- ii. Development of new API for integration with third party applications after Go-Live
- iii. Undertake Requirement Gathering, preparation of Project Documents
- iv. Preparation of System Requirement Specification (SRS) and System Design Document (SDD)
- v. Testing of the Application
- vi. User Acceptance Testing (UAT)
- vii. Maintain change management log.



- viii. Proper version control of the source code & transfer
- ix. Training support & capacity building of PMPML staff
- g) During the Contract Period, shall be required to provide necessary information, support, and MIS reports in the desired format to PMPML and/or any of its authorized representatives to carry out third-party audit/forensic analysis at any point during the Contract, if required.
- h) COJAG will depute a dedicated technical resource to manage the Project and always ensure adherence to the required SLAs during the Contract Period. Remote handholding support in day to day running of application at PMPML could be sourced on a need basis.
- i) COJAG to provide necessary SLA monitoring tool software to PMPML for monitoring and measuring of SLA within 07 days from the date of signing of this Contract.
- j) COJAG must provide an end-to-end security model that protects data and the infrastructure from malicious attacks, theft, natural disasters etc.
- k) COJAG will ensure that all the necessary procedures / infrastructure/ technology to ensure that the WEBSITE solution is not compromised.
- l) Security features pertaining to THE WEBSITE should be compliant with the e-Governance Security Guidelines (e Gov. Security Standards Framework).
- m) THE WEBSITE should have integrated security features that are configurable by the system administrator to control access to the application, functional modules, transactions, and data.
- n) All the information assets (information and information systems) should be classified, and security should be defined according to criticality of the information asset. All the data / information contained within systems or in hard copies related to this project, are owned by PMPML. No information should be made public either directly or indirectly nor allowed to be accessed by an unauthorized person.
- o) COJAG shall ensure that Audit trail of the application is maintained.

5) Service Level Agreement (SLA)

During Implementation of Change Request/Enhancement

Sl. No.	Service Parameter	Measurement Metric	Minimum Requirement	Liquidated Damages
1	Implementation of Change Request/Enhancement	Completion of respective Go-Live of each CR	As per defined timelines given in the Work Order during the Change Request/Enhancement	Rs 100 per day of delay post timeline given in the Work Order

Note* In case the Service provider reaches 10% of the total contract value in the form of Liquidated Damages at any point of time during the duration of implementation, PMPML reserves the right to invoke the termination clause.

SLA for Implementation

Sl. No.	Service Parameter	Measurement Metric	Minimum Requirement	Penalty
1	Achievement of Milestone: a) Submission of SRS b) Go-Live	As per project Milestone from the date of signing agreement: a. 30 days b. 60 days	As per project Milestone	Rs 100 per day of delay post timeline given in the Work Order
2	Number of Bugs ¹ /Incident tickets per month	Service Provider has to provide the tool to measure the incidents recorded per day, else any such incidents of bugs reported in email/writing by PMPML shall be	< 10 per month	Slab 1 Incidents recorded per month: > =10 and <50 1 % of the total Contract value Slab 2 Incidents recorded per month: > 50 and <=100

¹Bug: A software bug is a problem causing a program to crash or produce invalid output. The problem is caused by insufficient or erroneous logic. A bug can be an error, mistake, defect or fault, which may cause failure or deviation from expected results. Most bugs are due to human errors in source code or its design.



		considered as a bug.		2 % of the total Contract value Slab 3 Incidents recorded per month: >100 5 % of the total Contract value
3	Time for opening of Home Page of the website	<p>Provision of proper tools to measure the SLAs shall be provided by Service Provider.</p> <p>Daily SLA Monitoring average shall be at least 20 instances of home page opening spread over a period of 8 hours with minimum time difference of ten minutes between two instances at two different end-user terminals (10 instances each).</p> <p>This is over & above all such instances where the web page didn't load, during the course of office-hours.</p>	<p><=3 seconds.</p> <p>This metric will be measured as the elapsed time between the action link/button being clicked and its intended response appearing on end-user terminal screen.</p> <p>Dependency:</p> <ol style="list-style-type: none"> 1. Internet link of user 2. Power backup 3. Planned downtime. 4. Hosting provider availability 	<p>• Instances of Elapsed time > 3 seconds for:</p> <ol style="list-style-type: none"> 1. Slab1: > 97 % < 99% of monthly average of instances ○ Penalty: 2% of the total monthly payable 2. Slab 2: monthly average – 95% to 97.00% ○ Penalty: 5 % of the total monthly payable 3. Slab 3: monthly average below 95.00% ○ Penalty: 10 % of the total monthly payable
4	Time for any Form submission on any web page of the website	<p>Provision of proper tools to measure the SLA's shall be provided by Service Provider.</p> <p>Daily SLA Monitoring average shall be at least 20 instances of form submission of any page spread over a period of 8 hours with minimum time difference of ten minutes between two instances at two different end-user terminals (10 instances each).</p> <p>This is over & above all such instances where the web page didn't submit, during office-hours.</p>	<p><10 seconds.</p> <p>This metric will be measured as the elapsed time between the action link/button being clicked and its intended response appearing on end-user terminal screen.</p> <p>Dependency:</p> <ol style="list-style-type: none"> 1. Internet link of user 2. Power back up 3. Planned downtime 4. Hosting provider availability 	<p>• Instances of Elapsed time >10 seconds for:</p> <ol style="list-style-type: none"> 4. Slab1: > 97 % < 99% of monthly average of instances ○ Penalty: 2% of the total monthly payable 5. Slab 2: monthly average – 95% to 97.00% ○ Penalty: 5 % of the total monthly payable 6. Slab 3: monthly average below 95.00% Penalty: 10 % of the total monthly payable
5	Training to PMPML Staff	Compliance as per training schedule provided by Service Provider & approved by PMPML	Provide training to respective department staff as per finalized schedules as per Clause 9.	Rs. 100 per day delay
	Adherence to the required security requirements as specified by MeitY and relevant Government	Non-conformity reported by third party agency / designated agency	Zero Non-compliance	Rs. 500 per every incidence of non-compliance



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authorities			
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Note: In case the Bidder reaches 10% of the total Contract value in the form of Liquidated Damages (cumulative value of Liquidated Damages), OR for consecutive 3 months during the duration of contract phase, PMPML reserves the right to invoke the termination clause.

*COJAG shall ensure that all relevant events are logged and such logs are made accessible to PMPML appointed agency for review / report. Liquidated Damages levied for non- performance as per SLA requirements shall be deducted through subsequent payments due from PMPML or through the Performance Bank Guarantee.

Measurement of SLA

The SLA metrics provided specifies the performance parameters which will be used to measure the SLA's.

Payment to the Successful Service Provider is linked to the compliance with the SLA metrics. The matrix specifies performance measurement on two levels, namely (Pre-Implementation and Post-Implementation)

- a. The Agency will get 100% of the Contracted value (as defined in the SLA's matrix) if all the minimum requirements are complied.
- b. The Agency will get lesser payment in case of the non-compliance to the minimum requirements as defined in the SLA's matrix below.

The payment shall be made after deducting the Liquidated Damages charges as applicable.

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the Service Provider and audited by PMPML or its appointed third part agency for accuracy and reliability.

PMPML shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by PMPML on an annual basis after consulting the Service Provider, Project Management Consultants and other experts. All the changes would be made by PMPML after consultation with the Service Provider and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

PMPML would have right to invoke termination of the contract in case the liquidated damages increase above 10% of the total contract value (CAPEX / OPEX), specific details of which are provided in SLA matrix.

SLA Planned Downtime

Any planned application / server downtime would not be included in the calculation of application / server availability. However, the Successful Bidder should take at least 10 days prior approval from PMPML in writing for the planned outage, which should not be for more than 30 minutes or as per scale of planned activity, would be in lean period (non-movement period, like post mid-night) and limited to maximum four outages in a year. In case of planned outages at Data Centre level, services of other Data Centre services to be used to service the client, while there would be no planned outages for field devices.

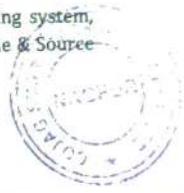
6) Intellectual property & source code

- a) The Parties expressly recognize that all the software deployed and customized by the Service provider's ("COJAG") in accordance with requirements of the client ("PMPML") as per the terms agreed under this Agreement and are exclusively developed for PMPML and any intellectual property thus created as part of the Project including website shall vest with and continue to remain the sole property of PMPML.
- b) PMPML shall be deemed to be the owner of all the software & its source code, operating system, Related Resources and Relevant Supporting Documents including the Website Source code & Source Code and solutions and its source codes and algorithms.



Signature

Signature



- c) The Parties acknowledge that, during the Contract Period, all Intellectual Property Rights created, conceived, developed, subsisting or used in or in connection with the Deliverables as per this Agreement, which were not in existence prior to the Project Commencement Date, is and shall remain the sole property of PMPML. COJAG agrees to maintain adequate and current records of all pertinent information and data (including notes, sketches, drawings, etc.) relating to all Deliverables and to deliver such records to PMPML upon PMPML's request; and COJAG will assist PMPML, in every proper way that may be reasonably required to secure for PMPML the exclusive ownership of all Intellectual Property Rights.
- d) COJAG agrees that it shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute the ownership of the Intellectual Property Rights of PMPML, created, conceived, developed, subsisting or used in or in connection with the Deliverables under this Agreement.
- e) COJAG is strictly prohibited from using the Website commercially or pro bono or in any other arrangement with other transport entities, or other business entities/persons within the state of Maharashtra for the entire period of the project.
- f) Also, COJAG must ensure that the Website must be delivered only with PMPML's logo and branding after due authentication. Also, the COJAG must ensure that the system prohibits any copying/recording/plagiarism/repurpose/reusing of content by either COJAG or end-user.
- g) Notwithstanding anything contained to the contrary, COJAG shall retain all right, title, and interest in and to COJAG Pre-Existing Intellectual Property Rights. "COJAG Pre-Existing Intellectual Property Rights" means all pre-existing information, data, software, tools, and other materials developed by or for COJAG prior to commencement of the contract or developed by or for the COJAG independently outside the scope of the Equipment under this Agreement.
- h) PMPML will retain IPR to all the Bespoke/customized Software developed, forms and the compilations of the project; IPR to any logo, trademark, trade name, service mark or similar designations; Exclusive rights to all project proprietary data; For third party products the department will have exclusive IPR to the project specific customizations on the product (e.g. Bolt-on built on top of an existing product, developed specifically for the department). Source code refers to the software programme/code written/developed for achieving functional requirements of software. Source code is needed for making any changes to the software functionality/design.
- i) PMPML shall have the source code and its usage and unrestricted modification rights to ensure continuity in software usage and operations – even when there is a change in the vendor. It is critical to ensure that source code existing with PMPML is current and updated based on changes in application software. PMPML to retain the right to make changes or right to sell or extend services to other govt entities.

7) Change request (CR)/Enhancement

- a) Definition of Change Request
 - I. Development of new Software/Module/Feature post Go-Live
 - II. Development of new API for integration with third party applications post Go-Live
 - III. Incorporation of change in business process post Go-Live
- b) SOP for Change Request Management:
 - I. PMPML may at any time, by a written order (Work Order) given to the Service Provider, make changes or carry out enhancement work.
 - II. All changes or enhancements having financial implications, shall be undertaken by the Service Provider, only after securing the express consent of PMPML.
 - III. While approving any change request, if required, PMPML may ask the Service Provider to deploy the required manpower resources on-site.
 - IV. The change request/enhancement management procedure will follow the following steps:
 - i. Identification and documentation of the need for the change: The information related to initiator, initiation date and details of change required, and priority of the change will be documented by PMPML.
 - ii. Further, PMPML has to document the functional requirement of the change/enhancement.
 - iii. Based on the functional requirements & its impact in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the Service Provider.
 - iv. It is expected that the Service Provider will estimate the effort using Function Point analysis & Line of Codes. Further the same must be submitted as documentary proof to PMPML.
 - v. Approval or disapproval of the change request: PMPML will approve or disapprove the change requested including the additional payments (as per the quoted man-month rate).



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- vi. Any change request where the total man-month effort requirement is up to the 2 man-days shall NOT be considered as change request. The Service Provider has to do the task without charging any amount to PMPML.
- vii. Any change request where the total man-month effort requirement (estimate) exceeds the total 2 man-days shall be vetted by a special committee of Change request.
- viii. PMPML at its discretion shall constitute a special committee of Change request comprising the following members:
 1. HoD of the initiator dept. (The department that initiates the change request)
 2. HoD of the IT dept
 3. Expert/Consultant nominated by PMPML
 4. Any other member nominated by the CMD, PMPML
 5. CMD PMPML/Jt.MD PMPML
- ix. The recommendations of the special committee of Change request shall be binding on the Service Provider.
- x. Implementation of the change request: The change will be implemented in accordance to the agreed cost, effort, and schedule by the Service Provider. Further the COJAG shall do the following:
 1. Undertake Requirement Gathering, preparation of Project Documentation as per ISO standards
 2. Preparation of System Requirement Specification (SRS) and System Design Document (SDD) as per ISO Standards
 3. Testing of the Application
 4. User Acceptance Testing (UAT)
 5. Maintain change management log
 6. Proper version control of the source code & transfer to PMPML
- xi. Verification of the change: The change will be verified and tested by PMPML on completion of implementation of change request prior to deployment on the production server.
- xii. On successful deployment and demonstration of output of the functionality or feature, PMPML shall issue a successful Go-Live certificate of the Change request.
- xiii. The maximum lead time for any Change request would be sixty (60) calendar days. There shall be Liquidated Damages towards delay in rolling out Change request/enhancement.
- xiv. A penalty of Rs 100 per day would be imposed for each day of delay up to a maximum ceiling of 10% of the Change request estimate. Thereafter PMPML reserves the right to take legal action including termination.

8) Exit Management

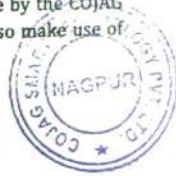
- a) COJAG shall submit a structured & detailed Transition and Exit Management plan within the first month of execution of this contract.
- b) The Exit Management plan shall be approved by PMPML after technical evaluation.
- c) At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to RFP's scope of work, the bidder shall ensure proper and satisfactory Transition is made to the other agency.
- d) All risk during transition stage shall be properly documented by bidder and mitigation measures are planned so as to ensure smooth transition without any service disruption.
- e) Bidder shall provide necessary handholding and transition support. This includes:
 - f) Complete documentation for the entire system is handed over to PMPML
 - g) Handover the list of complete inventories of all assets created for the project
 - h) Hand-over the entire design including source code, program files, configuration files, licenses, setup files, credentials, project documentation, etc.
 - i) Provide shadow support for at least three months and secondary support for further three months after the termination of contract, as applicable at no additional cost
 - j) COJAG shall close all critical open issues as on date of exit.
 - k) The COJAG shall provide all knowledge transfer of the system to the incoming agency to the satisfaction of PMPML.

9) Capacity Building & Training

- a) The training content for operating THE WEBSITE & solution should be made available by the COJAG in easy to view and understand formats such as documents, videos, etc. COJAG can also make use of webinars to provide training.



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- b) The training would focus on the administration of THE WEBSITE &, dashboard, report generation, configuration, data hosting, data maintenance, content updation etc. COJAG shall provide this training prior to Go-live.
- c) COJAG shall also ensure that the training material is available to users and administrators in 2 languages - English and Marathi.
- d) Other requirements to be fulfilled by the COJAG with respect to training are as follows:
- e) Prepare the training material in consultation with PMPML & its authorized committees. Detailed training manuals would be prepared by the COJAG prior to the start of the training. Master copies of all training material should be submitted to the Authority for approval.
- f) One Hard Copy & One Soft Copy of the training material shall be given by the COJAG.
- g) The COJAG should ensure that the knowledge transfer to the staff identified by PMPML happens effectively post implementation.
- h) Post implementation, the service provider must submit the training plan & schedule and get it approved by PMPML.
- i) Each user must be trained for at least 15 hours every quarter by the service provider.
- j) All training obligations of the COJAG shall be considered complete only when the users complete the mandatory training hours and successfully passes exam to be conducted by SI post the training.
- k) The modalities of the exam shall be carried out by the COJAG in consultation with PMPML.

10) Certifications & Audit

- a) COJAG shall ensure that application is developed and hosted in the server provided by PMPML.
- b) The application shall be audited as per the government guidelines for security compliances by third part security audit agencies or CERT-In empaneled agency or STQC.
- c) Before Go-Live, security audit of the application must be completed.
- d) COJAG must facilitate the third-party audit agencies in the process of audit and complying with audit observations.

11) Payment Terms

- a) PMPML shall make a total payment of INR 1,00,000/- (Rupees One Lakh Only) under the Project (This amount is the Total Project Value or "TPV") as per stages mentioned below.

Stage	Payment Percentage (of TPV)
Submission of SRS for the Project	25%
Go-Live for the Project	50%
Three months of O&M and Handholding Support to PMPML from Go-Live	25%

- b) Goods and Services Tax (GST) as statutorily applicable shall be paid for each invoice;
- c) The payment to be made to COJAG under this Agreement shall be subject to SLA and deduction of applicable Tax.
- d) Payment shall be made subject to terms of this Agreement and basis submission of invoices by COJAG

12) Contract period

- a) The total Contract Period shall be 01 (One) year from the date of signing of the Agreement.
- b) It is incumbent on COJAG to achieve Go-Live for the new website no later than 60 (Sixty) days from the date of signing of the Agreement.
- c) PMPML at its sole discretion may extend the Contract Period
- d) PMPML reserves the right to increase the Contract Period as per its sole discretion by if the performance of COJAG under this Agreement is found to be satisfactory.

13) Termination

- a) PMPML, without prejudice to any other remedy for breach of Agreement, by a written notice of not less than 30 (thirty) days sent to the COJAG, may terminate the Contract in whole or in part:
- b) If the COJAG fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by PMPML; or
- c) If the COJAG fails to perform any other obligation(s) under the Contract; or
- d) Laxity in adherence to standards laid down by PMPML; or
- e) Discrepancies/deviations in the agreed processes and/or Services.; or
- f) Violations of terms and conditions stipulated in the Contract or
- g) COJAG indulge in any Corrupt Practices or Fraudulent Practices.
- h) In the event PMPML terminates the Contract in whole or in part for the breaches attributable to the COJAG, PMPML may procure, upon such terms and in such manner as it deems appropriate, services like those undelivered, and the COJAG shall be liable to PMPML for any increase in cost for such similar services. However, the COJAG shall continue performance of the Contract to the extent not terminated.



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- i) At any time after the date of signing of Contract, the Competent Authority may investigate each case where the COJAG has failed to properly perform the services under the Project in accordance with this Contract. The Competent Authority shall issue a notice to the COJAG, instructing him to rectify the failure within a reasonable time.
- j) An event of default on the part of the COJAG, which results from the COJAG being unable to fulfil its service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
 - i. The Competent Authority certifies a copy to the COJAG, that, in its opinion, the COJAG:
 - i. Has repudiated the Contract, or
 - ii. Without reasonable excuse has failed to commence said services in accordance with this Contract and pursuant to the signing of the Contract.
 - iii. Gross misconduct of the COJAG.
- k) Despite previous warning from the Competent Authority, in writing, if the COJAG is found to neglect persistently or flagrantly to comply with any of its obligations under the Contract including good practices in execution of the Contract.
- l) The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of Contract and the COJAG fails to correct it within a reasonable period determined by the Competent Authority.
- m) If the COJAG is in breach of any law or statute governing the Project.
- n) If PMPML finds the COJAG has engaged in corrupt or fraudulent practices in competing for or in carrying out the Operations under the Contract.
- o) The COJAG is unable to maintain the composition and structure of its organization due any of the following causes:
 - i. The COJAG enters voluntary or involuntary bankruptcy, or liquidation; or becomes insolvent.
 - ii. A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - iii. Any act is done, or event occurs with respect to the COJAG or its assets, which under any applicable law has substantially similar effect to any of the foregoing acts or events.
 - iv. Repeated incidences of incorrect reporting; and
 - v. Has been involved in theft/misappropriation of property of PMPML.
- p) If the Contract is terminated because of COJAG's event of default, the Authority shall be entitled to invoke the Performance Security. If the total amount due to the Authority exceeds any payment due to the COJAG, the difference shall be a debt payable to the Authority.
- q) An event of default on the part of the Authority, affecting the performance of the COJAG's Operations, shall be deemed to have occurred due to any of the following causes:
 - i. PMPML does not make a payment certified by the Competent Authority, within Sixty (60) days from the day of receipt of the invoice;
 - ii. PMPML is in breach of any law or statute governing this Contract.
- r) In case of the above defaults from PMPML, COJAG may terminate its employment under the Contract by giving notice to the Competent Authority, with a copy to the Chairman and Managing Director. Such termination shall take effect 30 (Thirty) days after giving the said notice.
- s) If PMPML rectifies the default before the expiry of the above notice period or immediately thereafter, the COJAG's entitlement shall lapse in respect of such defaults and the COJAG shall resume normal working as soon as possible.
- t) Without prejudice to the above, either Party can unilaterally terminate this Contract through a written notice of 03 (Three) months to the other Parties.

14) Procedure for Disputes & Arbitration

Any dispute arising between the parties to this agreement whether regarding the interpretation of this agreement and/or terms and conditions hereof and all disputes of whatsoever nature arising between the parties and touching this agreement shall always be subject to the jurisdiction of courts in Pune.

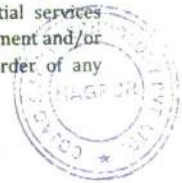
15) Force majeure

It is distinctly agreed between the parties hereto that PMPML shall not be responsible to make any payment to the contractor under this agreement, if contractor is unable to perform his duties/responsibilities under this agreement and fails to provide the same on account of any other events whatsoever beyond the control of PMPML including non-availability of essential services including an act of god or on account of any notice, order, rule, notification of the government and/or other public or competent authority or on account of any injunction/prohibitory order of any



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court/tribunal or any other competent authority on account of which the services agreed to be provided by the contractor are adversely affected/not provided

16) Indemnity & Liability

Notwithstanding anything mentioned elsewhere in this Contract, COJAG 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.

17) Notices

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mailbox.

18) Successors

This Agreement will be binding upon and will insure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

19) Severability

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

20) Governing law/forum

This Agreement shall be governed and interpreted by the Indian laws and shall be subject to Courts located at Pune.

21) Non-assignment

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by PMPML without the prior written consent of the COJAG.

22) Registration and stamp duty

The stamp duty and the registration charges for the Agreement will be borne by the COJAG.

23) Performance Security

- a) PMPML shall deduct 05 (Five) percent from each invoice as performance security towards the Project;
- b) The amount deducted as performance security shall be paid after completion of the Contract Period;

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Pune Mahanagar Parivahan
Mahamandal Limited (PMPML)

COJAG SMART Technology Pvt.Ltd.

By: [Signature]

By: [Signature]

Name: KALEKAR S.S.
Title: Complaints Redressed Officer

Name: Krunal KALBENDE
Title: Director

Witness [Signature] - Witness

[Signature]

Name: Sameer Thorave.

Name: Aditya Gosavi

Title: DW.

Title: Project Managers



Annexure A

Functional Requirements

Mobile responsive Website	Functional requirements
<p>1 Mobile responsive Website for Journey Planning, estimated time of arrival information, Schedule information, Fare information</p>	<ol style="list-style-type: none"> 1. The technology stack to be used must be open sourced, inter-operable, scalable and modular 3. The design must be mobile-first responsive design & hardware-agnostic. Must be compatible with all mobile devices and is adaptive to all screen form factors & resolutions 4. Allows Passengers to access features such as route information based on route no, route information based on route name, route information as per their search from & to stops, schedule information and Fare information, filter by option based on timings of the day. 5. To help passengers to get information about the buses, search and view bus schedules on various routes and deliver ETA based on their real time location. 6. Allow Passengers to see PMPML buses real-time information captured using GPS or via API. 7. To provide the notification to Passengers/PMPML staff for newly upgraded versions, as and when new upgrades will be implemented. 8. Pop-up notification for Notice/ New Services etc. introduced by PMPML. 9. Mapping of all scheduled routes of PMPML for its all-Bus Stops along with Lat/Long Coordinates 10. There should be an option to get directions from A stop to B stop using real time buses and must have filters like: <ol style="list-style-type: none"> a. Lowest cost b. Minimum changes / hops/ distance c. Minimum time 12. Must have option to provide the Inquiry/feedback vis GRMS 13. Must have Admin module to manage role-based access & privileges 14. Facility to download route information, schedule information, route map in easy-to-use format 16. Content must be in English and Marathi with option for screen reader & font resizer 17. Admin facility to update/edit the master data& website content.
<p>2 Features for ticket booking module (Pune & Pimpri-Chinchwad Darshan), Airport Services, Pass/MI Card, Hiring of Bus in the Website</p>	<ol style="list-style-type: none"> 1. Website which must have the facility for real time booking of tickets and after booking generate a SMS/dynamic QR Code which will be validated by ETM for its Authenticity 2. The ticket may be booked by using wallet or PayTm/ GooglePay/UPI or Internet Banking or Mobile banking or Debit/Credit Card inter alia integrate with Payment Gateway e.g PayU 3. Must have separate Admin module for ticket booking, MIS reports, Access Controls, Role assignment, update/edit the master data etc.
<p>3 Expected Sitemap of Mobile responsive Website</p>	<p>HOME</p> <ul style="list-style-type: none"> ○ TIMETABLE ○ JOURNEY PLANNER ○ Trips ○ Daily Passes ○ Ridership ○ Buses on Road ○ Periodic Pass/MI Card ○ Grievances ○ ROUTE MAPS ○ PASS/MICENTRES ○ FARES ○ CHARTER BUS ○ Disclaimer ○ Privacy Policy ○ Terms & Conditions <hr/> <ul style="list-style-type: none"> ○ FAQs ○ RTI ○ Media Contacts ○ Site Map ○ Careers ○ Our visitors: ○ Social Media Icons / Redirects ○ CMD SPEAKS ○ SHE-BOX ○ News



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- o Employee Corner
- o Grievance

ABOUT US

- o History
- o Organisation Structure
- o Vision and Mission
- o Board of Directors
- o Major Achievements
- o Statistics
- o Financial Performance

SERVICES

- o Regular Buses
- o Rainbow Buses
- o Night Buses
- o Pune/Pimpri-Chinchwad Darshan Buses
- o Airport Buses
- o Ladies Special
- o Pass/MI Card
- o PMP E-connect
- o Emergency Service Routes

Hire Bus

School Buses

- o ELECTRIC BUSES

CITIZENS CORNER

- o Grievances
- o Feedback/Suggestion
- o RTI
- o Media Contacts
- o FAQs
- o Careers

ONLINE SERVICES

- o PUNE/PIMPRI-CHINCHWAD DARSHAN
- o Airport Services
- o Grievance
- o Pass/MI Card
- o Hire a Bus

MEDIA CENTER

- o Press Releases
- o What's New
- o Advertisement
- o Photo Gallery

TENDERS

- o Tenders and Corrigendum
- o Awarded Tenders
- o Vendors

Regular Service

Night Service

Airport Service

Pune Darshan Timetable

Feedback

Route Map

Online Airport Service

Conductor

Cleaner

New Recruitment

Route Map Details

Pass Center List

Fares

Hire A Bus

sitemap

