

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2023

60AA 839228

क्र.सं. 2032 30/07/2023 4000

उत्पादन प्रकार.....

दस्तावेज गैर न्यायिक करघाट आहेत की : होय / नाही

विक्रयकर्त्याचे वर्णन.....

मुद्रांक विकत घेणाऱ्याचे नाव.....

पत्ता.....

दुरुव्या पक्षकाराचे नाव.....

हस्तो द्यावतीचे नाव व सत्ता.....

मुद्रांक विकत घेणाऱ्याची सही.....



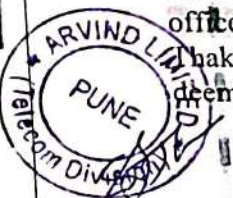
26 JUL 2023

प्रथम मुद्रांक लिपि

This Agreement ("Agreement") is entered into this, day of 2023 by and between the Pune MahanagarParivahanMahamandal Limited (PMPML), having its registered office at Pune MahanagarParivahanMahamandal LimitedPMT Building, Swargate, Pune 411 037and represented by Shri. Om Prakash Bakoria, Chairman and Managing Director (CMD),PMPML, herein after called "PMPML" (which expression shall mean and include its successors and permitted assigns) of the 'party' of the first Part

AND

M/S. ARVIND LIMITED (TELECOM DIVISION), a private organization having its Registered office at Survey No.33/1 ,KondhwaPisoli Road ,Pune -411060 .represented by Shri. Sanjeev Baker (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the party of the second part





महाराष्ट्र MAHARASHTRA

2023

60AA 839229

क्र.सं. १९३२ ३१/०७/२०२३
 प्रस्ताव प्रकार
 प्रस्ताव मंजूरणी करणार आहंते जा : मंजूर / नाही
 निव्वारणीय ठरवणार
 प्रस्ताव विक्रम प्रजातंत्राचे नाव
 पत्ता
 प्रस्ताव पध्दतारण नाव
 इस्ते ठरवणारे मंच व तला
 प्रस्ताव विक्रम प्रजातंत्राची मंजूरणी जाते व २०२३ करणार ठरवणार
 म.स. २१/७/२३
 म.स. २१/७/२३
 म.स. २१/७/२३



26 JUL 2023

अश्विन मुद्रांक लिपीक
 कोषागार पुणे करि

WHEREAS

1. Pune MahanagarParivahanMahamandal Limited (PMPML) is a public transport company providing bus services in the Pune Metropolitan Area. It was established in 2007 as a joint venture between the Pune Municipal Corporation (PMC) and the Pimpri-Chinchwad Municipal Corporation (PCMC). PMPML has a fleet of more than 1600 buses, including both diesel and CNG buses. The company operates more than 300 routes, covering over 1.7 million kilometers per day. The buses are equipped with GPS technology, which helps in tracking the location of the buses and providing real-time information to the passengers about the bus timings and routes.
2. The PMPML intends to avail the services of an agency to carry out routine maintenance on the Call Centre software that the organization currently utilizes. This maintenance will be conducted on an annual basis.
3. The Request For Quotation (RFQ) for an Annual Maintenance Contract for the call center was issued by PMPML on May 26, 2023.



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भारत INDIA
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महाराष्ट्र MAHARASHTRA

2023

60AA 839231

पुणे न्यायिक क्षेत्रात वापरण्यासाठी

क्र. 9232 391612073 100

दस्तावेज क्रमांक

दस्तावेज मालकी प्रमाणित आहे की

मिळवणीची कारणे

मुद्रांक विभाग संकलनात आहे

पत्तः

दुसऱ्या पक्षाच्या नावावर

हस्त लेखनात आहे

नाम नमोदित मधुकर जगताप

परवाना क्र. 2023/40193

मालक विकत घेतलेली आहे

AMULAM

श्री. मधुकर जगताप

श्री. मधुकर जगताप

श्री. मधुकर जगताप



26 JUL 2023

प्रथम मुद्रांक लिपीय



1 Definitions and Interpretation

1.1 Definitions

- 1.1.1 Affected Party: shall mean the party claiming to be affected by a Force Majeure event.
- 1.1.2 Agreement: shall mean this Agreement.
- 1.1.3 Applicable Law: shall mean all laws in force and effect as of date hereof and which may be publicized or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs, or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
- 1.1.4 Arbitration Act: shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
- 1.1.5 Authority: Means any agency, legislative, judicial, or executive authority, public or statutory person, whether autonomous or not, of the GoI (Government of India) or GoM (Government of Maharashtra) or any local authority including the PMPML, its division or any other sub-division or instrumentality or any thereof.
- 1.1.6 Commencement Date: shall mean the date of work order.
- 1.1.7 Emergency: shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the project or which poses an immediate threat of material damage to any of the Project Assets.
- 1.1.8 Encumbrance: shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege, or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the project, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges.
- 1.1.9 Good Industry Practice: shall mean the exercise of that degree of skill, diligence, prudence, and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof, of any of them of a project like that of the project.
- 1.1.10 Government Agency: shall mean Government of India (GoI), Government of Maharashtra (GoM), Pune MahanagarParivahanMahamandal Limited (PMPML) or any other state government or central government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over the M/S. ARVIND LIMITED (TELECOM DIVISION) , or the performance of all or any of the services or obligations of the M/S. ARVIND LIMITED (TELECOM DIVISION) under or pursuant to this Agreement.
- 1.1.10.1 Material Adverse Effect: shall mean a material adverse effect on
- 1.1.10.2 The ability of the M/S. ARVIND LIMITED (TELECOM DIVISION) to exercise any of its rights to perform/discharge duties/obligations any of its under and in accordance with the provisions of this Agreement and/or
- 1.1.11 The legality/validity, binding nature, or enforceability of this Agreement
- 1.1.12 Material Breach: shall mean a breach by either party of any of its obligations under this Agreement, which has or is likely to have a material adverse effect on the project and which such party shall have failed to cure.
- 1.1.13 Project Fee shall mean the total amount mentioned in the following table i.e., One Lakh Ninty Four Thousand Four Hundred Only INR 1,94,700/-, including GST. The taxes shall be paid at extra and at actuals.
- 1.1.14 Implementation Agency: M/S. ARVIND LIMITED (TELECOM DIVISION), a private organization having its Registered office Survey No.33/1 ,KondhwaPisoli Road ,Pune -411060 .represented by Shri. Dr. R.P. Singh, Secretary General, for the Project, includes the M/S. ARVIND LIMITED (TELECOM DIVISION) 's personnel, representatives, successors and permitted assignees.



- 1.1.15 Parties: means the parties to the Agreement and "party" means one of them, as the context may admit or require.
- 1.1.16 Performance Parameters: shall mean the parameters as set forth in the Agreement.
- 1.1.17 Person: means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, unincorporated organization, government or government agency or any other legal entity.
- 1.1.18 Project: shall mean Annual Maintenance for PMPML Call Center'
- 1.1.19 Project Officer: shall mean IT Department, PMPML who is competent to act as project Officer for supervision and monitoring of compliance, more particularly to undertake, perform, carry out the duties, responsibilities, services, and activities set forth in this Agreement.
- 1.1.20 Project Area shall mean all the areas within the jurisdiction of PMPML
- 1.1.21 Project Assets: shall mean the internet connection and other facilities / assets provided by PMPML to the M/S. ARVIND LIMITED (TELECOM DIVISION) for execution of the Project.
- 1.1.22 Tax: shall mean and include all taxes, fees, cesses, levies that may be payable by the M/S. ARVIND LIMITED (TELECOM DIVISION) under the Applicable Law.
- 1.1.23 Termination: shall mean the early termination of this Agreement pursuant to termination notice or otherwise in accordance with the provisions of this Agreement.
- 1.1.24 Termination Date: shall mean the date specified on the termination notice as the date on which the termination occurs.
- 1.1.25 Termination Notice: shall mean the notice of intended termination by the party entitled to terminate this Agreement to the other party setting out, inter alia, the underlying event of default.

1.2 Interpretations

In this Agreement, unless the context otherwise requires

- 1.2.1 Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to or is capable of being applied to any transaction entered into herein under;
- 1.2.2 References to Applicable Laws shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- 1.2.3 The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, associations, organizations or other entities (whether or not having a separate legal entity);
- 1.2.4 The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- 1.2.5 The words "include" and "including" are to be construed without limitation;
- 1.2.6 Any reference to the day, month or year shall mean a reference to a Gregorian calendar day, calendar month or calendar year respectively;
- 1.2.7 The schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- 1.2.8 Any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- 1.2.9 Reference to recitals, clause(s), sub-clause(s), or schedule(s) in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clause(s), sub-clause(s), and schedule(s) of or to this Agreement;
- 1.2.10 Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any other party or by Project Officer shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such party or Project Officer in his behalf and not otherwise;
- 1.2.11 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.



2 The Agreement

2.1 Project Background

Pune MahanagarParivahanMahamandal Limited (PMPML) is a public transport company providing bus services in the Pune Metropolitan Area. It was established in 2007 as a joint venture between the Pune Municipal Corporation (PMC) and the Pimpri-Chinchwad Municipal Corporation (PCMC). PMPML has a fleet of more than 1600 buses, including both diesel and CNG buses. The company operates more than 300 routes, covering over 1.7 million kilometers per day. The buses are equipped with GPS technology, which helps in tracking the location of the buses and providing real-time information to the passengers about the bus timings and routes.

The PMPML intends to avail the services of an agency to carry out routine maintenance on the Call Centre software that the organization currently utilizes. This maintenance will be conducted on an annual basis.

2.2 Scope of Work (B)

- 2.2.1 It shall be the responsibility of M/s. ARVIND LIMITED (Telecom Division) to provide necessary support and repairs to keep the equipment in good working conditions.
- 2.2.2 M/S.ARVIND LTD. will provide maintenance in normal working hours 09.30 AM to 06.00 P.M Monday to Saturday.
- 2.2.3 Services consist of preventive and corrective maintenance and include all repairs and replacement of defective components.
- 2.2.4 Defective components replaced by M/S.ARVIND LTD. if cards are not burnt.
- 2.2.5 Provision of service outside M/S.ARVIND LTD's normal working hours is not a contractual obligation. But if PMPML requires the service outside M/S.ARVIND LTD's normal working hours then M/S.ARVIND LTD may provide such service, subject to payment by PMPML of such additional charges as may be fixed by PMPML from time to time.
- 2.2.6 If repairs or replacements are necessitated by the customer's or any third party's fault or due to natural calamities, acts of God, fire, explosion, accident, thundering, lightning, floods, riots, etc. M/S. ARVIND LTD, reserves the right to take an additional charge for such repairs and replacements.
- 2.2.7 PMPML shall give M/S.ARVIND LTD's Engineers full access to the equipment to provide the maintenance service.
- 2.2.8 PMPML will undertake proper upkeep of equipment and follow such instructions on operating of the equipment as given by M/S.ARVIND LTD from time to time.
- 2.2.9 No equipment or accessories shall be moved except by M/S.ARVIND LTD's Engineers. M/S.ARVIND LTD will do the shifting and reinstallation on a chargeable basis.
- 2.2.10 No alteration or connection may be made, nor attachments fitted, or repairs or adjustments done except by M/S.ARVIND LTD.
- 2.2.11 M/S.ARVIND LTD, Shall not be liable for any delay or failure of performance of any of its obligation under or arising out of this contract if the failure or delay results from any of the following.
- 2.2.12 Natural Calamities, force majeure, act of god, refusal or other government act, fire, explosion, accident industrial dispute, thundering, lightning, floods, riots, public unrest etc, which renders it impossible or impracticable for M/S.ARVIND LTD to fulfill its obligation under this contract and the like of any other cause of circumstances of whatsoever nature beyond M/S.ARVIND LTD control.
- 2.2.13 M/S.ARVIND LTD reserves the right to withdraw service in the event of improper environmental conditions such as power fluctuations, power surge, accumulation of dust, cost of repairs for faults resulting due such improper conditions would be borne by the customer.
- 2.2.14 This contract does not cover burnt cards.



- 2.2.15 This contract does not cover cost of replacement of battery/ups/CVT/MDF/P.C/Cables/printers/telephone instruments.
- 2.2.16 Any up gradation of software and **hardware will be chargeable.**
- 2.2.17 This contract is not transferable to the subsequent purchaser or resale during the contract period. The contract shall cease on the date of such sale.
- 2.2.18 This contract shall automatically cease if the equipment is opened, repaired, or interfered with by any Can persons including the owner and the operator except by our authorized representative, M/S.ARVIND LTD,shall not be liable for any consequential damage.
- 2.2.19 Arvind Limited -Telecom Division (Hereinafter Called "Syntel") cover the Equipment under AMC for a period 12 months from the date of AMC.
- 2.2.20 PMPML reserves the right to anytime cancelation of Contract if not satisfied by maintenance work.

2.3 Hardware and Software Specifications:

PRODUCT DESCRIPTION FOR CALL CENTER
19" 2U Chassis
Main Processor blade
16 Port digital extension line blade
8 Port analog extension line (SLT) blade w/MW and caller ID
8 Port analog extension line (SLT) Daughter board
ISDN PRI Card
12 Button Display telephone (Black)
Plantronics HW 121
SERVER : 1
Agent Licenses :16
TM Licenses : 1
Hardware
SHD - 30E - CT/PCle

