

P/87

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF ROAD TRANSPORT MANAGEMENT SYSTEM (RTMS)

भारतीय गैर न्यायिक भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2022

BR 715055

ज्या कारणसःती ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणसःती तो रटॅम्प ६ महिन्यांच्या आत वापर करायचा आहे.

दस्तावापरकार / अनुच्छेद क्रमांक : Agreement

दस्त नोंदणी करणार आहेत का : -----

नोंदणी होणारे असल्यास दुरुधन निबंधक कार्यालयाचे नाव : -----

शिल्लकतीचे वर्णन : -----

मोबदला रकम : -----

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : Innoctive technologies PVT LTD. pune

दस्त्या पक्षकाराचे नाव : PMPML

हस्ता असल्यास नाव व पत्ता : Sanket Kamble

मुद्रांक शुल्क रकम : 500/-

मुद्रांक विक्री नोंद वही अनु. क्रमांक : 1182 दि. 06/10/2022

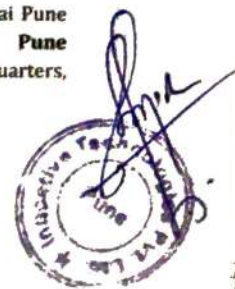
मुद्रांक विकत घेणाऱ्याची सही : -----

परवानाधारक मुद्रांक विक त्याची सही/पत्ता/ *Sanket*

परवाना क्रमांक : *pus* The Pune Lawyers Consumer's Co-op Society Ltd., Pune-5 LIC. No. 2201111

परिष्कृत कोषागार अधिकारी
पुणे
130 SEP 2022
प्रथम मुद्रांक लिपीक
कोषागार पुणे कनिष्ठ

THIS AGREEMENT is entered into as of 2021 by and between Innoctive Technologies Pvt. Ltd., OR "Innoctive" OR "Service Provider" OR "System Integrator" OR "SI" with offices at 3rd Floor, Safire Park, Old Mumbai Pune Express Way, Shivaji Nagar, Pune, MH ("Innoctive" or "INNOCTIVE") and Pune MahanagarParivahanMahamandal Limited (PMPML) OR "Authority" with office at PMPML Headquarters, Swargate, Pune, Maharashtra 411037 ("PMPML").



WHEREAS, PMPML and Hindustan Petroleum Pvt. Ltd. (HPCL) had entered into an Agreement dated 19th July, 2017 ("the said HPCL Agreement") for HSD business including installation of fueling and other related infrastructure and supply of High-Speed Diesel (HSD) to all existing and new locations with PMPML depots and consumer outlets as existing in those locations as detailed in the said HPCL Agreement.

WHEREAS in the said HPCL Agreement, it is provided for remote automation solution module(s) i.e. automation solution through reputed manufacturers with the experience of wide range of related products and services under terms of provision of inbound and outbound fuel automation without consideration of any kind. Any kind of charges and/or expenses pertaining to the said fuel automation module have to be borne by HPCL during the currency of this Agreement. The module(s) developed under the HPCL Agreement are covered under Appendix-A of this Agreement.

Basis discussions held between PMPML and HPCL, certain software module(s) were developed by Innoctive in addition to the aforesaid fuelling module. The additional software module(s) are together termed as the **Road Transport Management System (RTMS)** and details of the same are provided in Appendix-B of this Agreement. Certain modules of RTMS have been deployed at PMPML and are currently operational.

WHEREAS HPCL through their Letter no.PI&CRO/ASK/DS dated October 5, 2020 had submitted quotation for "Non-Fuel Modules Implementation" on behalf of Innoctive.

WHEREAS the Board of Directors (BOD) of PMPML through resolution no.11 dated 02 September 2021 have resolved to approve the work of maintenance and monitoring of RTMS through HPCL and Innoctive for a monthly consideration of **INR 5,00,000/- (Indian Rupees Five Lakhs Only) plus Goods and Service Tax (GST)**. Further, the BOD vide said resolution has conferred on the Chairman and Managing Director requisite power to enter into a tripartite agreement between PMPML, HPCL and Innoctive Technologies. Further, BOD vide resolution no.11 dated 05 May 2022 have resolved to accord PMPML necessary authority to Chairman and Managing Director of PMPML to enter into bipartite Agreement with Innoctive Technologies. Both referenced BOD resolutions are deemed to be part of this Agreement and are accordingly annexed herewith.

WHEREAS HPCL and Innoctive have mutually agreed for PMPML to use the RTMS and fuel automation module during currency of this Agreement without any additional consideration other than mentioned hereinabove.

Accordingly, PMPML, Innoctive have mutually agreed to enter into this Agreement for undertaking the maintenance and monitoring of the RTMS as per the terms mentioned hereinafter,

NOW THEREFORE, the Parties hereto agree as follows:

Definitions

"Appendices" means the appendices to this Contract, detailing out project information, performance standards, records, reports etc.

"Authority" or "PMPML" means the Pune Mahanagar Parivahan Mahamandal Ltd. its heirs, assigns and successors as the case may be.

"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 also 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.

"Competent Authority" is the Chairman and Managing Director, PMPML or any other Person(s) appointed by PMPML and notified to INNOCTIVE, who shall be responsible for supervising INNOCTIVE, administering the Contract, certifying payments due to INNOCTIVE, and awarding extensions of time.

"Contract" or "Agreement" means this contract between the Authority and INNOCTIVE, including the Conditions and Appendices including any correspondence and all the terms and conditions expressly mentioned specifically therein.

"Appointed date" means the Agreement start date that is the date of Board's approval, i.e. date 04th of February, 2021. This date is as per the noting from the Hon CMD PMPML.



P1815

"Project Commencement Date" means the date PMPML first requested for RTMS to be made available for PMPML i.e. January 07, 2020 (PMPML Letter Dated 07/01/2020 Ref PMPML /C/5/390).

"Contract Period" means the tenure of the Contract as provided in Clause 3.1 of this Contract.

"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.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of PMPML and includes collusive practice employed by INNOCTIVE (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.

"Gross Misconduct" means any reckless breach or disregard of the provisions of this Contract by INNOCTIVE.

"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.

"Party" mean either PMPML or INNOCTIVE, one of the parties to this Contract, and "Parties" means all the 02 (two) parties to this Contract.

"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.

"SLA" shall mean Service Level Agreement.

"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.

1. GRANT OF LICENSE & OWNERSHIP

- 1) Subject to the terms and conditions of this Agreement, **Innoctive** grants to PMPML a non-exclusive, non transferable license to use the RTMS during the Contract Period. PMPML may use the RTMS to undertake their day-to-day business functions. PMPML may not, however, transfer or sublicense the RTMS to any third party, in whole or in part, in any form, whether modified or unmodified. The original and any copies of the RTMS, including the existing code base, enhancements, software patches, and updates are the property of Innoctive and have been licensed to PMPML for its use during the Contract Period.
- 2) The existing code base, enhancements, software patches and updates of RTMS shall be handed over to PMPML only after successful expiry of the Contract. However, Termination in the event of default by Innoctive, existing code base, enhancements, software patches and updates of RTMS shall be handed over to PMPML.
- 3) In case of Change of control/ownership, the source code shall be handed over to PMPML at the end of the contract by the new entity that has taken control from Innoctive.
- 4) Any modification, enhancement, revision, is required to be made in the RTMS which is clearly specified in Appendix-B shall only be done after prior written approval of the Competent Authority has been secured and separate change request is issued by PMPML through a work order / formal email / formal letter for such modification, enhancement and revision.
- 5) PMPML recognises that the existing code base, enhancements, software patches, data of RTMS are confidential in nature and shall treat the same with due care. Further, PMPML shall not disclose any details pertaining to the RTMS to any external entity.
- 6) Innoctive duly recognise that the data and reports generated through the RTMS are exclusively the property of PMPML. Innoctive further recognise that the aforesaid data and reports are entirely confidential in nature and may not be shared with any third party whatsoever without prior written approval of PMPML.
- 7) Innoctive hereby agree that all modules of RTMS as provided in Appendix-B of this Agreement shall be operational within the defined timelines as mentioned in Appendix-C from date of signing of this Agreement. In case the same is not adhered to (for reasons that are under the control of INNOCTIVE) a penalty of INR 1000 (One Thousand) per day shall be applicable on Innoctive.
- 8) The date of complete deployment of all modules of RTMS at PMPML shall be deemed to be the Appointed Date. PMPML reserves the right to conduct detailed system audit of RTMS through an external agency of its choice within the contract period. Innoctive hereby agree to incorporate all the necessary modifications highlighted in the said security audit in RTMS without any additional cost or expense on part of PMPML. PMPML shall issue the go-live certificate to Innoctive post incorporation of said modifications and no further modification, enhancement, revision shall be done to the RTMS application except through the mechanism provided in Sub-Clause 2 hereinabove. In case discrepancies/lapses/issues are highlighted in the said security audit, PMPML reserves the right to take action as per Termination Clause of this agreement.
- 9) The Parties acknowledge that, during and after 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 the PMPML. The Service Provider 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 the PMPML, its request; and Service Provider will assist the PMPML, in every proper way that may be reasonably required to secure for the PMPML the exclusive ownership of all Intellectual Property Right.

dy



Handwritten signature and initials.

- 10) The Service Provider 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 the PMPML, created, conceived, developed, subsisting or used in or in connection with the Deliverables under this Agreement.
- 11) Notwithstanding anything contained to the contrary, Service Provider shall retain all right, title and interest in and to Service Provider Pre-Existing Intellectual Property Rights. "Service Provider Pre-Existing Intellectual Property Rights" means all pre-existing information, data, software, tools, and other materials developed by or for Service Provider prior to commencement of the contract or developed by or for the Service Provider independently outside the scope of the Equipment under this Agreement. No Service Provider Pre-Existing Intellectual Property Rights is granted under this Agreement.
- 12) PMPML will retain IPR to all the Bespoke/customised 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 RTMS, the PMPML 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.
- 13) 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 use.

2. PAYMENT TERMS

- 1) PMPML shall pay a monthly consideration of **INR 5,00,000/- (Indian Rupees Five Lakhs Only) plus Goods & Services Tax** to Innoctive during the Contract Period for undertaking the scope of work under this Agreement as per PMPML BOD resolution no.11 dated 07 September 2021.
- 2) The payment to be made to Innoctive under this Agreement shall be subject to SLA and deduction of applicable Tax.
- 3) Payment shall be made subject to terms of this Agreement and basis submission of invoices by Innoctive on monthly basis.
- 4) The payment shall be initiated after successful Go-Live as per Appendix C and it will be from the date 04th of February 2021.

3. CONTRACT PERIOD

- 1) The tenure of this Contract shall initiate from the date of date **04th of February 2021 up to 18 July 2024** with an option of renewal for a period of 03 (Three) years unless terminated earlier as per provisions of this Agreement.
- 2) Post expiry of the contract, if there is no explicit communication of renewal or discontinuation of services from PMPML and PMPML continues to use the software, the agreement will be considered as active and PMPML will pay on a prorata basis on the monthly subscription value till the time it is mutually decided to renew/discontinue the services.
- 3) PMPML reserves the right to increase the Contract Period as per its sole discretion by if the performance of Innoctive under this Agreement is found to be satisfactory.

4. INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

- 1) The parties agree that all details, plans, manuals, documentation, specifications, schedules, programs, calculations and other work relating to the RTMS pursuant to this Agreement (hereafter referred to as "Proprietary Material"), which have been or are hereafter written, originated or made by any of them or any of their respective employees, subcontractors or agents and by the persons related to INNOCTIVE in connection with this Agreement shall be owned by PMPML. The determination of information as Proprietary Material shall be made at the sole discretion of the PMPML.
- 2) PMPML shall have an irrevocable, royalty-free, non-exclusive license to use the Proprietary Material during the term of this Agreement for all purpose connected with fulfilling its obligations hereunder. However, this license shall not be transferable to any party other than PMPML under this Agreement. Such license shall not continue after the suspension or termination of this Agreement or the complete discharge by Innoctive of its duties hereunder.

5. PROCEDURE FOR DISPUTES & ARBITRATION

- 1) If a dispute(s) of any kind whatsoever arises between Innoctive and PMPML, the same shall be referred to the Competent Authority for its decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause and is for reviewing and giving decisions by the Competent Authority. The Competent Authority shall give its decision within 14(fourteen) days of receipt of notice. If either Party is not satisfied with the decision of the Competent Authority or the Competent Authority fails to give the decision within the period of 14(fourteen) days from the date of receipt of notice under this clause, such a dispute may be referred to arbitration.
- 2) Any Dispute which is not resolved amicably by conciliation as provided shall be finally decided by reference to arbitration by a Sole Arbitrator appointed by the Competent Authority. 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;



- 3) As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- 4) The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held shall be final and binding on the Parties as from the date it is made, and the Parties agree and undertake to carry out such Award without delay.
- 5) If sent by registered post of the last known place or abode or business of INNOCTIVE shall be deemed to have been served on dated when in the ordinary course of post these would have been served on or delivered to it.
- 6) No suit or other proceedings relating to performance or breach of Contract shall filed or taken by INNOCTIVE in any Court of Law except principal court of Ordinary Civil Jurisdiction at Pune which shall have exclusive jurisdiction to the exclusion of any outside court

6. TERMINATION

- 1) 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 INNOCTIVE, may terminate the Contract in whole or in part:
 - a. If the INNOCTIVE 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
 - b. If the INNOCTIVE fails to perform any other obligation(s) under the Contract; or
 - c. Laxity in adherence to standards laid down by PMPML; or
 - d. Discrepancies/deviations in the agreed processes and/or Services; or
 - e. Violations of terms and conditions stipulated in the Contract or
 - f. Innoctive indulge in any Corrupt Practices or Fraudulent Practices;
- 2) At any time after the date of signing of Contract, the Competent Authority may investigate each case where INNOCTIVE has failed to properly perform the services under the Project in accordance with this Contract. The Competent Authority shall issue a notice to INNOCTIVE, instructing him to rectify the failure within a reasonable time.
- 3) An event of default on the part of INNOCTIVE, which results from INNOCTIVE 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:
 - a. The Competent Authority certifies a copy to INNOCTIVE, that, in its opinion, INNOCTIVE:
 - 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 INNOCTIVE.
- 4) Despite previous warning from the Competent Authority, in writing, if the INNOCTIVE is found to persistently or flagrantly neglect to comply with any of its obligations under the Contract including good practices in execution of the Contract.
- 5) The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of Contract and INNOCTIVE fails to correct it within a reasonable period of time determined by the Competent Authority;
- 6) If INNOCTIVE is in breach of any law or statute governing the Project;
- 7) If PMPML finds INNOCTIVE has engaged in corrupt or fraudulent practices in competing for or in carrying out the Operations under the Contract;
- 8) INNOCTIVE is unable to maintain the composition and structure of its organization due any of the following causes:
 - a. INNOCTIVE enters into voluntary or involuntary bankruptcy, or liquidation; or becomes insolvent;
 - b. A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - c. Any act is done or event occurs with respect to INNOCTIVE or its assets, which under any applicable law has substantially similar effect to any of the foregoing acts or events;
 - d. Repeated incidences of incorrect reporting; and
 - e. Has been involved in theft/misappropriation of property of PMPML.
- 9) If the Contract is terminated because of INNOCTIVE'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 INNOCTIVE, the difference shall be a debt payable to the Authority.
- 10) Performance Security in the form of Bank Guarantee from a nationalized bank to be calculated at 3% of the total contract value and must be valid for the entire duration of the project.
- 11) An event of default on the part of the Authority, affecting the performance of INNOCTIVE's Operations, shall be deemed to have occurred due to any of the following causes:
 - a. PMPML does not make a payment certified by the Competent Authority, within Ninety (90) days or as per availability of funds from the day of receipt of the invoice.
 - b. PMPML is in breach of any law or statute governing this Contract.



- 12) In case of the above defaults from the PMPML, INNOCITIVE 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.
- 13) If PMPML rectifies the default before the expiry of the above notice period or immediately thereafter INNOCITIVE's entitlement shall lapse in respect of such defaults and INNOCITIVE shall resume normal working as soon as possible.
- 14) Without prejudice to the above, either Party can unilaterally terminate this Contract through a written notice of 03 (Three) months to the other Parties.
- 15) Innocitive must handover the source code including enhancements, software patches and updates to PMPML, if it unilaterally terminates the contract.

7. FORCE MAJEURE

- 1) In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered, it is agreed that on such party giving notice and full particulars of such force majeure in writing to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the Party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.
- 2) The term "Force Majeure" as used herein shall mean Acts of God including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations, Pandemic, Epidemic etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause and which renders performance of the contract by the said Party completely impossible.
- 3) The Force Majeure Events are:
 - a) War, invasion, mobilisation, requisition or embargo;
 - b) Rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - c) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - d) Riot, commotion or disorder, unless solely restricted to employees of INNOCITIVE or of its;
 - e) Floods and any other calamity resulting from climatic imbalances; and
 - f) Pandemics and epidemics including Covid-19.
- 4) Provided always that such events are beyond the control of the Parties and have a materially adverse effect on services under the Project.
 - i. INNOCITIVE shall be under no liability whatsoever in consequence of any of the Force Majeure Events referred to in this clause, whether by way of indemnity or otherwise.
 - ii. Both Parties shall be released from further performance pursuant to any Force Majeure Events stated occurring outside the control of both Parties and extending for a period greater than 180 (One Hundred and Eighty) days.
- 5) If the Contract is not feasible to be executed due to a Force Majeure Event beyond 180 (One Hundred and Eighty) from the day of its first occurrence, the Authority shall be fully empowered to suspend/terminate the Contract by providing the requisite reasons in writing and INNOCITIVE shall stop their services as quickly as possible after receiving this certificate.
- 6) If and to the extent that any of the Force Majeure Events listed in, above results in any kind of loss or damage INNOCITIVE shall promptly give notice to the Authority. The Authority may direct INNOCITIVE to rectify this loss or damage to the extent required by the Authority, at costs to be mutually agreed between the Parties. INNOCITIVE shall expeditiously rectify the loss or damage and shall be entitled to payment of such cost. In the event that the Parties are not able to reach an agreement on the cost of rectification, the Authority may carry out the rectification works by itself or through any agency nominated by it. The INNOCITIVE shall provide all cooperation required to complete such rectification expeditiously.
- 7) When the affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party a written notice to that effect and shall promptly, and in any event within 03 (Three) days, resume performance of its obligation hereunder.
- 8) In case of occurrence of Force Majeure Event, if the RTMS services are stopped by either party i.e. PMPML or INNOCITIVE, PMPML shall not make any payment to Innocitive under this Contract for the period the RTMS services are stopped.
- 9) However, if the RTMS service are continued to be used by PMPML, PMPML shall make appropriate payments to Innocitive under this contract.
- 10) The obligations and liabilities of the Parties under this Contract would continue as long as Force Majeure Event does not impede the performance.
- 11) There shall be no incentive or penalty/liquidated damages applicable in the period of subsistence of a Force Majeure.

8. SCOPE OF WORK

- 1) The following Scope of Work shall be undertaken by Innocitive under the AMC:



- I. AMC activities must include-
 - a. Maintenance of the existing/developed RTMS application and ensure that the developed RTMS application is bug free, running efficiently at all times during the Contract Period.
 - b. INNOCTIVE will provide API Specification document to PMPML that will have a list of Data API's exposed by INNOCTIVE on RTMS data. PMPML can then distribute this API to relevant third-party applications and PMPML website as per PMPML requirements. Any change to these API's post PMPML sign off (as per Appendix C) will be considered as a Change Request (CR). This API must conform to Open API policy of MoTIY, GoI.
 - c. However, until sign-off, it may be noted that the system will enable sharing of data with all external application via API without any financial implications. The sharing of transit both static & real-time shall be in GTFS format only. All other non-transit data shall be shared as per industry standards. RTMS system shall have an API protocol documents & mechanism built in to facilitate such sharing of data.
 - d. Undertake activities like bug fixing
 - e. Application performance improvement
 - f. Software package upgrades & patches
 - g. Fine-tuning application for any hardware change, server change
 - h. Database migration or server migration if applicable
 - i. Data backup and archival
 - j. Debugging in the Application
 - k. Database maintenance & tuning
 - l. Health checking & monitoring
 - m. Maintain change management log
 - n. Proper version control of the source code
 - II. During the Contract Period, Innoctive shall be required to conduct periodic checks of the RTMS for performance, scalability, security, and further perform continuous monitoring of operations on behalf of PMPML. Innoctive shall be required to provide necessary information, support and MIS reports in the desired format to the PMPML, and/or any of its authorized representatives to carry out forensic analysis at any point during the Contract, if required.
 - III. Innoctive will depute a dedicated team to manage the Project and ensure adherence to the required SLAs at all times during the Contract Period.
 - IV. Innoctive will undertake requisite training and capacity building of all PMPML employees concerned with operations of RTMS solution.
 - V. Innoctive to provide necessary ticketing management software (preferably email based) for monitoring & measuring SLA within 03(three) month from date of signing of this Contract.
 - VI. Security Requirements
 - a. Innoctive must provide an end-to-end security model that protects data and the infrastructure from malicious attacks, theft, natural disasters etc.
 - b. Innoctive will ensure that all the necessary procedures / technology to ensure that the RTMS solution is not compromised, the infrastructure security & performance will be handled via the hosting provider.
 - c. Security features pertaining to RTMS should be compliant with the e-Governance Security Guidelines (of Gov. Security Standards Framework).
 - d. RTMS should have integrated security features that are configurable by the system administrator to control access to the application, functional modules, transactions, and data.
 - e. 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.
- 2) Hosting of RTMS application during the Contract Period shall be under the scope of PMPML and all responsibility for the same lies with PMPML.

9. SERVICE LEVEL AGREEMENT (SLA)

SLA for Application Maintenance

Sl. No.	Service Parameter	Measurement Metric	Minimum Requirement	Penalty



1	<p>Number of Bugs¹/Incident tickets per month</p>	<p>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 PMPM, shall be considered as a bug</p>	<p>< 20 per month</p>	<p>Slab 1 Incidents recorded per month = 20 and <=50 1 % of the total monthly payable Slab 2 Incidents recorded per month = 50 and <=75 2 % of the total monthly payable Slab 3 Incidents recorded per month > 75 5 % of the total monthly payable Covered in SLA row item 1</p>
2	<p>Time for opening of Home Page of the web application</p>	<p>Provision of proper tools to measure the SLA's shall be provided by Service Provider. Daily SLA Monitoring</p>	<p><= 3 seconds. 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>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 enduser terminals (10 instances each). This is over & above all such instances where the web page didn't load, during the course of office-hours</p>	<p>Dependency: 1. Internet link of user 2. Power back up 3. Planned downtime 4. Hosting provider availability</p>	
--	--	---	---	--



¹ Bug: 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.



P/809

1	<p>Time-taken for any Form submission on any web page of the web application</p>	<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 different end-user terminals (10 instances each).</p> <p>This is over & above all such instances where the web page didn't submit,</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 back up 3. Planned downtime 4. Hosting provider availability 	<p>Covered in SLA row item 1</p>
		<p>during the course of office-hours.</p>		
4	<p>Availability (On the web as well as to be submitted outside the application) of standard MIS reports within the defined time determined by agreed frequency.</p> <p>The below MIS reports will be available within the RTMS System</p> <p>Spare Parts</p> <ul style="list-style-type: none"> -- Management Report -- Duty Allocation Report -- Fuel (Diesel) Outbound & Inbound Report -- Vehicle Breakdown report -- HRMS Report -- Paybill Report -- Deduction Report -- Pension Report -- Inventory Report <p>Report templates to be approved by PMPML.</p>	<p>Measured on MIS report generated by system. report should be available in SLA monitoring tool</p>	<p><= 1 working day</p>	<p>Rs 5000 per instance of breach.</p>
5	<p>Helpdesk Resolution time.</p> <p>Time taken for solving a complaint if any from the time of sending phone/email & ticket assignment.</p>	<p>Automated Report as per Ticket Management System</p>	<p>As per Annexure D</p>	<p>PMPML reserves the right to define the Severity of the breach based on critical impact on the business.</p> <p>Refer Annexure D for penalty based on Severity.</p>
6	<p>Adherence to the required security requirements as specified by MeitY and relevant Government authorities</p>	<p>Non-conformity reported by third party agency / designated agency</p>	<p>Zero Non-compliance</p>	<p>Rs. 5000 per every incidence of non-compliance post Go-Live</p>



[Handwritten signature]

Note: Cumulative penalty to be levied under the SLA mechanism shall not exceed **10% (Ten Percent)** of total monthly billing.

10. INDEMNITY AND LIABILITY

Notwithstanding anything mentioned elsewhere in this Contract, Innoctive 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 Contract, Innoctive hereinafter indemnifies PMPML from all damages/liabilities arising from the operationalization of this Contract.

11. 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.

12. SUCCESSORS

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

13. 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.

14. GOVERNING LAW/FORUM

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

15. 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 Innoctive.

16. REGISTRATION AND STAMP DUTY

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

17. CHANGE OF CONTROL/OWNERSHIP

- a) In the event of a change of Control or change of ownership of the Service provider ("Innoctive") during the currency of the Project, the Service provider shall promptly notify (Within three days) PMPML of the same in writing specifying the details of the surviving entity, i.e. Legal name, Registered office address, Certificate of incorporation, Annual turnover, Net worth details.
- b) If the net worth of the surviving entity is less than that of the Service provider prior to the Change of Control, PMPML may within 30 days of becoming aware of such change in control, require a replacement of the existing Performance Guarantee (with same or higher value) furnished by the Service provider from a guarantor acceptable to PMPML.
- c) If such a guarantee is not furnished within 30 days of PMPML requiring the replacement, PMPML may exercise its right to terminate this Agreement within a further period of 30 days by written notice, to become effective as specified in such notice.
- d) Pursuant to termination, the effects of termination as set out in Termination Clause of this Agreement shall follow.
- e) PMPML further reserves the right to revisit the contract if there is a material change of control of the service provider.
- f) In case the acquiring party decides to discontinue support of software or withdrawal of key resources from the project or charge additional amounts then Source code including enhancements, software patches and updates must be made available to PMPML immediately.
- g) In the event the a new entity taking over Innoctive, all the terms & conditions of the contract shall pass on to the new entity including penalty.



P1807

18. CHANGE REQUEST (CR)/ENHANCEMENT

a. Definition of Change Request

- 1. Development of new Software/Module/Form/Report/Functionality/ post sign-off
- 2. Development of new API for integration with third party applications post sign-off. However, until sign-off, it may be noted that the system will enable sharing of data with all external application via API without any financial implications. The sharing of transit both static & real-time shall be in GTFS format only. All other non-transit data shall be shared as per industry standards. RTMS system shall have an API protocol documents & mechanism built in to facilitate such sharing of data.
- 3. Incorporation of change in business process

b. SOP for Change Request Management:

- i. PMPML may at any time, by a written order (Work Order) / formal letter / formal email 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 the 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 must 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 analysed 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).
 - (vi) Any change request where the total man-month effort requirement is up to the 3 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 3 mandays 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 SI 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. Development & Testing of the Application
 - 4. User Acceptance Testing (UAT)
 - 5. Final Acceptance testing (FAT) & Go-Live
 - 6. Maintain change management log
 - 7. Proper version control of the source code & transfer to PMPML
 - (xi) Verification of the change: The change will be verified and tested by the 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 lead time for any Change request would as per the estimate approved by PMPML. There shall be Liquidated Damages towards delay in rolling out Change request/enhancement.
 - (xiv) A penalty of Rs 1000 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.

The stamp is circular with the text 'पम्पमल' (PMPML) and 'महाराष्ट्र' (Maharashtra) around the perimeter. In the center, there is a signature in blue ink.

19. EXIT MANAGEMENT

- a. Innoctive 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 in advance so as to ensure smooth transition without any service disruption.
- e. Bidder shall provide necessary handholding and transition support. This includes:
 - i. Complete documentation for the entire system is handed over to PMPML.
 - ii. Handover the list of complete inventories of all assets created for the project.
 - iii. Hand-over the entire design including source code, program files, configuration files, licenses, setup files, credentials, project documentation, etc.
 - iv. 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.
 - v. Innoctive shall close all critical open issues as on date of exit.
 - vi. Innoctive shall provide all knowledge transfer of the system to the incoming agency to the satisfaction of PMPML.

20. CAPACITY BUILDING & TRAINING

- a. The training content for operating RTMS solution should be made available by the Service Provider in easy to view and understand formats such as documents, videos, etc. The SI can also make use of webinars to provide training.
- b. The training would focus on the administration of RTMS, dashboard, report generation, configuration, data hosting, data maintenance. SI shall provide this training prior to Go-live.
- c. The SI 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 SI with respect to training are as follows:
 - i. Prepare the training material in consultation with PMPML & its authorized committees. Detailed training manuals would be prepared by the SI prior to the start of the training. Master copies of all training material should be submitted to the Authority for approval.
 - ii. One Hard Copy & One Soft Copy of the training material shall be given by the Service Provider.
 - iii. The Service Provider should ensure that the knowledge transfer to the staff identified by PMPML happens effectively post implementation.
 - iv. Post implementation, the service provider must submit the training plan & schedule and get it approved by PMPML.
 - v. As demanded by PMPML, Innoctive should conduct required training for users.
 - vi. All training obligations of the SI 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.
 - vii. The modalities of the exam shall be carried out by the SI in consultation with PMPML.

21. CERTIFICATIONS & AUDIT

- a. Innoctive 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 empanelled agency or STDT.
- c. Before Go-Live, security audit of the application must be completed
- d. Innoctive must facilitate the third party audit agencies in the process of audit and complying with audit observations.

22. OTHERS

a. In the event PMPML terminates the Diesel Contract in whole or in part with HPCL for any reason, the contract for RTMS will continue with INNOCTIVE, the Diesel contract changes between PMPML and HPCL will have no bearing on the RTMS agreement and both of these agreements will be considered independently

23. PERFORMANCE SECURITY

- i. For securing the due and faithful performance of the obligations of Innoctive under this Contract, Innoctive, has handed over to PMPML, irrevocable Performance Security of INR 5,50,000/- in form of Bank Guarantee drawn on any nationalized bank, payable at Pune, for a validity period of three years as per terms of the RFP, lien marked in favour of Chairman & Managing Director, Pune Mahanagar Parivahan Mahamandal Limited, through a nationalised Bank, payable/encashable, admissible and extendable at Pune only ("Performance Security").
- ii. PMPML shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - a) in the event the PMPML requires to recover any sum due and payable to it by Innoctive, and which Innoctive has failed to pay in relation thereof; and
 - b) in relation to Innoctive default in accordance with the terms contained herein.

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

Pune Mahanagar Parivahan Innoctive Technologies Pvt. Ltd. Mahamandal Limited (PMPML)

By: [Signature]
 Name: Dr. Chetna Kerure
 Title: JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited

By: [Signature]
 Name: Deepesh Kurupath
 Title: Director & CEO




witness
wasim Aham Khan
[Signature]

witness
[Signature]
Anant G. Waghmare
बीआरटी व्यवस्थापक
पुणे महानगर परिवहन महामंडळ लि.

APPENDIX-A

The below modules are covered under the HPCL Agreement and have been provided to PMPML as per Implementation Completion Document issued by PMPML on 26th May 2020.

- Inbound Process Automation
- Outbound Process Automation
- Route Management i.e. Route, Driver and Vehicle assignment and routine management
- Diesel distribution in buses and visibility across all Depots



[Signature]


- o TITO system - Time in/Time out of Vehicles
- Auto KMPL calculations
- Spare Parts Management / Inventory Management
- Vehicle Maintenance
- Notification & Alerts
- Automated Vehicle Maintenance Reminder & Alerts
- Dashboard for the above features
- o Reports on Performance & SLA management

APPENDIX-B

- Gate pass Management
- o Planned & Daily Duty Allocation
- o Digital Log Sheets for Trips
- o Employee Management
- o Attendance Management
- o TITO for Buses in the Depot (software only)
- Visitor Management
- Integration with GPS Vendors at PMPML
- o Salary, Increment, Promotion, Leave & Absence Management (HRMS)
- Mobile App for Employees
- Payroll Management
- Inventory Management (Purchase Orders, Gate Pass, Daily Report Book (DRB))
- Reports, Analytics

1. INVENTORY MANAGEMENT

Inventory management is divided in two parts

- A. Central Store Management
- B. Depot (Sub) Stores Management

Followings are the features have been developed and implemented for the Central and Depot stores.

A. Central Store Management

- 1) Create and Issue PO (Purchase Order)
- 2) Intimation of Bank Collection (IBC)
- 3) Material Inward
- 4) Claim Management
- 5) Manage Vendor Invoices
- 6) Daily Register Book (DRB)
- 7) Gate pass Generation
- 8) Item / Spare - Data Master
- 9) Add / Update - New Item / Spare
- 10) Vendor Master
- 11) Stock Management

Above all the features are in operation "Web" based on RTMS portal.

B. Depot (Sub) Stores Management

- 12) Gate pass Acknowledgement
- 13) Indent Management
- 14) Stock Management
- 15) Assign Parts to Vehicle
- 16) Stock Transfer
- 17) Assign Stationary

Above all the features under Depot stores are in operation "Web as well as App" based.

2. HUMAN RESOURCE MANAGEMENT (HRMS)

This module involves managing all the human resource functions with from hire to retire ease across the organization that includes

Features are in work on web portal:

- 1) Employee Management (Employee Master - Hire to retire)
- 2) Attendance Management (Input based)
- 3) Integration with attendance devices (Face reading)
- 4) Leaves Management
 - a) Overall Leave Master (Employee wise leaves data master)
 - b) Leaves Input
 - c) Credit Leaves Records
 - d) Uploaded Leaves charts - 72, 1115 and DTY
 - e) Applicable leaves charts
 - f) Leaves Deduction Records



- g) Credit Leaves Records
- h) Daily Apply leaves Page
- 5) Employee Transfer Management
- 6) Employee Promotion Management
- 7) Salary Increments Management
- 8) Designation Master
- 9) Caste Master
- 10) Salary Master
- 11) Master Resources - Manage Team, All Drivers, All Conductors
- 12) Manage Logins - Role wise alias
- 13) Master - Metadata
- 14) Settings
 - a) Manage Employee's Profile Passwords
 - b) Access Control

- Along with above web based features following app based features are also developed and implemented for ease work of Admin and HR department.
- All 10000 employees of PMPML are using the employee app.

3. EMPLOYEE MOBILE APP - PERSONAL

- a) Employee Profile (View and Edit)
- b) Multi lingual selection (app in Hindi, English and Marathi)
- c) View Attendance
- d) View Pay Structure
- e) View Pay Slip
- f) Employee Grievance - Help Desk
- g) Apply Leaves & Check Leaves History

4. PAYROLL MANAGEMENT

The entire payroll related functions at a single place via a single integrated portal and mobile interface. The features include

- 1) Salary Template
- 2) Manage Earnings
 - a) Salary Adjustments - Add allowance like Conveyance, Special, Other and Arrears.
 - b) Auto calculation of DA, HRA as per current basic, grade pay & also CCA.
 - c) Manage overtime - Auto calculations as per attendance input
 - d) Rate wise salary earning calculation for DW
- 3) Manage Deductions
 - a) Standard Deductions like PF, PMCH
 - b) Fix Deductions as per applicability like PT, Death, Adranjali, KamgarKalyan.
 - c) Auto calculation of deductions like Cut hrs., Late come hrs. etc
 - d) Case wise deductions as per inputs like LIC, House loan, Income Tax, Medical recovery, Advance Recovery, House Rent, PMC Bank, Other Banks, GrahakBhandar, Society and other like Short, Damages, Fine, salary recovery etc.
 - e) DW PF deduction Master
- 4) Bank Master (For other banks)
- 5) Salary Process Stages
- 6) Batch salary processing (all Pay Bills) as per stages
- 7) Delete Pay bill
- 8) Generate Pay Bill
- 9) Salary Hold
- 10) Digital Pay slip Generation
- 11) Salary Process Log
- 12) Salary Process Deduction Log
- 13) Supplementary Bill
- 14) Bonus
- 15) Manage Pension
 - a) Manage Pension Master
 - b) Manage Monthly Pension
- 16) Reports & MIS
 - a) Pay bill Reports
 - b) Deduction Reports
 - c) Pension Reports

5. GRIEVANCE MANAGEMENT

- Digital helpdesk for all PMPML employees
- Help Desk - Log queries related to issues
 - Escalate issues to management
 - Historical references to queries and resolution
 - Analytics by departments on issue escalations
 - Digital interaction between employees & management
 - Mobile interface & Web based approach



Handwritten signature and a circular official stamp.

6. WORKSHOP MANAGEMENT

This module has been divided in three parts and covers the followings sub-categorized work

- A. Chief Engineering Department
- B. Central Workshop
- C. Depot (Sub) Workshop

Following are the features developed in implemented as per A, B and C departmental categories

A. Chief Engineering Department

- 1) Master - PMPML Vehicles and Rental Vehicles
- 2) Manage Vehicle Transfer - Depot to Depot

B. Central Workshop

- 3) Vehicle Breakdown Management
- 4) Breakdown Reports
 - a) Breakdown Category Wise Report
 - b) Breakdown Route Wise Report
 - c) Breakdown Location Wise Report
 - d) Breakdown Driver Wise Report
 - e) Breakdown Vehicle Wise Report
 - f) Breakdown Time Wise Report
- 5) Units Management
 - a) Unit Master
 - b) Manage Unit Stock
 - c) Assign Parts to unit
 - d) Assign unit to Depots
 - e) Assign Unit to Bus

C. Depot (Sub) Workshop

- 6) Breakdown Intimation via App
- 7) Manage Status Cycle - Alter vehicle Breakdown
- 8) Assign unit to Bus
- 9) Depot to Depot Unit - Stock Transfer
- 10) Depot level - Unit Stock Management
- 11) Vehicle Maintenance Management
 - a) Managing Service Records
 - b) Managing Oil Changes
 - c) General repairs (On Spot & Planned)
 - d) Vehicle Washing
 - e) RTO Passing Checklist

7. DUTY MANAGEMENT (ROSTER AND CREW)

This feature involves the below functions

- 1) Master Resources - PMPML and Rental DR & CR master
- 2) Monthly duty allocation - Planning
- 3) Duty - Allocate / View / Print
- 4) Fixed Bus allocation - Planning
- 5) Daily Duty Allocation via app
- 6) Daily Bus Allocation via app
- 7) Reports
 - a) Daily Duty Attendance
 - b) Daily Duty Allocation

8. ROUTE & SCHEDULE MANAGEMENT

The route management system involve, the below functions

- 1) Master - Route and Schedule
- 2) Digital Log Sheet - QR code based
- 3) Daily Digital log sheet on DR & CR app
- 4) TITO - Bus in Bus Out
- 5) Automated km and Trip calculation in digital log sheet
- 6) Schedule Summary in app [Duty Matrix]

9. FUEL MANAGEMENT (DIESEL)

This module enables "Inbound & outbound Fuel Process Automation (IFPA)".

- 1) Fuel IN
- 2) Fuel Out
- 3) Fuel Dashboard
- 4) Reports
 - a) Daily Fuel Outbound
 - b) Monthly Fuel Outbound
 - c) Current Depot Wise Stock



10. EMPLOYEE MOBILE APP - OPERATIONAL

Manage through app

- 1) Depot Store & Stationary Indent
- 2) Depot Store Gate pass
- 3) Depot Store Stock
- 4) Stock Transfer - Depot to Depot Spares
- 5) Assign Parts to Vehicle
- 6) Assign Stationary
- 7) Log sheet
- 8) TITO
- 9) Daily Duty Allocation
- 10) Daily Duty Report
- 11) Fuel In (Diesel)
- 12) Fuel Out (Diesel)
- 13) Assign Parts to Unit
- 14) Assign Parts to Bus
- 15) Assign Parts to Depots
- 16) Leaves Approval
- 17) Settings

APPENDIX C

Functional Requirement:

1. Successful implementation of the all the software modules listed in the Annexure. Innoctive should refer the detailed indicative functional requirements and finalize the same with the respective user department of PMPML before the implementation phase.
2. Services to be rendered by Innoctive during 'Go-Live' will include, but not limited to the following:
 - (i) Successful deployment & commissioning of RTMS application software and mobile app.
 - (ii) Deployment of RTMS (data centre) or cloud environment.
 - (iii) Integrate the RTMS application with the following, subject to conditions precedent being met by dependent entities:
 - Integration with third party systems like ITMS system, AFCS, Grievance management et al.
 - Post integration with ITMS, RTMS will provide data in GTFS format.
 - (iv) Provision of interactive user interface as per the requirements and mobile responsive dashboards & mobile app.
 - (v) Customization (MIS reports/modules) as per the requirements of PMPML.
 - (vi) Provide secure role-based login access for RTMS application (software application & mobile app) to department users at central / depot levels (includes, but not limited to, offices, department offices and to depots).
 - (vii) Prepare the detailed test plan and test cases. SI shall record the issues identified during testing, perform analysis, correction of problems and re-testing. Documentation of the problem defect analysis and the solution details.
 - (viii) Innoctive shall be required to demonstrate all the features / facilities / functionalities to PMPML. (ix) Provide the requisite training to the PMPML as per the requirements.
 - (x) Assist PMPML (or designated consultants) to execute the User Acceptance Testing as per test plan and test cases.
 - (xi) Provide the necessary tools that may be required for testing of RTMS solution.
 - (xii) Provide ticket monitoring tool to track & evaluate SLA parameters as per Clause 8.
 - (xiii) Assist PMPML by providing evidences in Performance Monitoring task.
 - (xiv) The successful completion of FAT (Final Acceptance Test) will be based on the following parameters:



- a) Successful completion of training of PMPMI staff**
 INNOCITIVE shall provide the training curriculum and execute successful trainings on the functionality of the RTMS solution (web based application & mobile app) to the PMPMI staff. In addition to training, demonstrations and manuals (in English & Marathi), Innocitive shall also demonstrate the Audio video based training sessions to the staff to ensure the effectiveness of the training.
- b) Successful completion of UAT with closure of all identified bugs**
 Innocitive shall provide self-certified UAT report (indicating the successful testing of all the related business processes with sign-off from the respective department HoD / equivalent designated officer) on the closure of the UAT phase.
- c) Successful completion of TPA (Third Party Auditor) observations with closure of all identified bugs (if TPA is brought in by PMPMI)**
 Innocitive shall provide self-certified compliance report (indicating the successful testing of all the related business processes with sign-off from Third party auditor) on the compliances on TPA's observation
- d) Generation of system reports & dashboards**
 Accuracy of MIS reports is of paramount importance therefore Innocitive shall ensure the proper configuration and testing of the all the sub-systems and ensure the accuracy of these reports. Innocitive shall provide the daily system reports / dashboard snapshots between completions of UAT phase till implementation Go-Live phase.

Appendix D

Defect Severity and SLA's: PMPMI reserves the right to define the Severity of the breach based on critical impact on the business.

Severity	Priority	Description	Resolution Time / SLA	Penalty per instance if not resolved within specified Resolution time
Sev -1	Critical	Critical to Operations and needs urgent fix	2 Working Day	Rs 10000
Sev -2	Medium to High Priority	Priority issue and can be attended to in next working day	4 Working Days	Rs 5000
Sev -3	Medium Priority	Can be planned over the next couple of days and executed with a strategic fix	8 Working Days	Rs 3000
Sev -4	Low Priority	Can wait for next deployment	In the next scheduled Production Deployment	Rs 2000



Handwritten signature.