

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: PNB/KOTHRUD (1974)
Pmt Txn id : 5146027862
Pmt DtTime : 29-01-2024@12:52:51
ChallanIdNo: 03006172024012950161
District : 2201/PUNE

21593725201960

Stationery No: 21593725201960
Print DtTime: 29-01-2024@13:29:35
GRAS GRN : MH0146314752021242
Office Name : IGR015/RVLE8_HAVELI 8 JOIN

StDuty Schm: 0030046401-75/Sale of Other NonJudicial Stamps SoS
StDuty Amt : R 12,300/- (Rs One Two, Three Zero Zero only)

RgnFee Schm:
RgnFee Amt :

Article : 63/Work Contract
Prop Mvblty: Immovable
Prop Descr : The Westin, Business Plaza, Koregaon Park, Pune, Maharashtra
Consideration: R 1,27,92,000/-

Duty Payer: (PAN-AABCK2895D) Kpmg Advisory Services Private Limited
Other Party: (PAN-AAECP4068L) PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED

Bank official1 Name & Signature



Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

Terms and conditions of this contract are applicable for the all the work carried out prior to execution of this contract.

This Agreement ("Agreement" or "Contract") is entered into 12 Feb 2024 by and between.

Pune Mahanagar Parivahan Mahamandal Limited (PMPML) a company incorporated under the provisions of Companies Act 1956, and having its registered office at **PMT Building, Shankarsheth Road, Swargate, Pune 411037**, herein after called "the First Party" or "Client" (which expression shall mean and include its successors in interest and permitted assigns) of the party of the first Part

AND


KPMG Advisory Services Private Limited ("KPMG"), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at **1st Floor, Lodha Excelus, Apollo Mills Compound N M Joshi Marg, Mahalakshmi Mumbai -400 011** represented by **Shri. Swapnil Deshmukh, Associate Partner** hereinafter called "Consultant" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in interest and permitted assigns) of the party of the second part

WHEREAS

1. The Consultant was selected after Technical Evaluation of empaneled Consulting firms as per the Government of Maharashtra, Directorate of Information Technology, Government Resolution No: Government of Maharashtra Directorate of Information Technology Government Resolution No: GAD-IT 080/4/2014-O/O DIRECTORATE OF IT-DIT (MH) Mantralaya, Mumbai - 400 032 Date: 05th October 2023
2. Work Order/PMPML/IT/4275 was issued by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) on 12.12.2023, which is attached as Annexure C, to appoint resources from the Consultant.
3. The resources deployed by the Consultant would be required to carry out work specified in the "Scope of work" attached herewith as Annexure B & as per the Government of Maharashtra, Directorate of Information Technology, Government Resolution No: GAD मॉर्तसं 080/4/2014- O/O DIRECTORATE OF IT-DIT (MH), dated 05th Oct 2023 and the cost for manpower deployed.
4. AND WHEREAS it is agreed between the parties to this Agreement that the terms and condition of this Agreement shall be as specified as per the Government of Maharashtra, Directorate of Information Technology, Government Resolution No: GAD मॉर्तसं 080/4/2014- O/O DIRECTORATE OF IT-DIT (MH), dated 05th Oct 2023.
5. KPMG has the required professional skills, personnel, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract and workorder
6. In pursuance of the Work Order, the parties have agreed to enter into this Agreement.

NOW THREOF THIS AGREEMENT WITNESSTH and the parties hereto hereby mutually agree as follows:

1. This Agreement is effective from 18th December 2023 (the "Effective Date") as per the Work Order dated 12.12.2023 and shall continue for period of 12 months and adherence with DIT GR. Pune Mahanagar Parivahan Mahamandal Limited (PMPML) has the sole authority for further extension/extensions of KPMG, subject to terms and condition mutually agreeable to both parties.
2. Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall pay KPMG for the actual number of deployed resources as per Annexure A in the project as per the man month rates mentioned in the work order.
3. Any Changes in deployed resources shall be notified in writing 15 days in advance by KPMG for notification and approval as it may be applicable.
4. Deployed resources should take 2 days leave in month subject to upper limit 24 in a year with the prior permission of the authorities and get information in advance.


JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited



5. Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall release payment to KPMG within 15 days of receipt of invoice subject to deduction of applicable taxes.

1 Definitions and Interpretation

1.1 Definitions

1. **Affected Party:** shall mean the party claiming to be affected by a Force Majeure event.
 2. **Agreement:** shall mean this Agreement.
 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 / Consultant.
 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.
 5. **Authority:** Means any agency, legislative, judicial, or executive authority, public or statutory person, whether autonomous or not, of the Gol (Government of India) or GoM (Government of Maharashtra) or any local authority including the **Pune Mahanagar Parivahan Mahamandal Limited (PMPML)**, its division or any other sub-division or instrumentality or any thereof.
 6. **Commencement Date:** shall mean the date of acceptance of work order.
 7. **DIT:** shall mean Directorate of Information & Technology, Government of Maharashtra.
 8. **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 facilities.
 9. **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.
 10. **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.
- Government Agency:** shall mean Government of India (Gol), Government of Maharashtra (GoM), corporation 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 Consultant, or the performance of all or any of the services or obligations of the Consultant under or pursuant to this Agreement.
12. **Material Adverse Effect:** shall mean a material adverse effect on the following:
 - a. The ability of the consultant 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
 - b. The legality/validity, ~~binding~~ nature, or enforceability of this Agreement

13. **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.
14. **Consultant:** KPMG Advisory Services Private Limited (KPMG), a company incorporated under provisions of the Companies Act, 1956, having its registered office at **1st Floor, LodhaExcelus, Apollo Mills Compound N M Joshi Marg, Mahalakshmi Mumbai -400 011** who has been appointed as "Consultant" by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) for the Project, includes the Consultant's personnel, representatives, successors in interest and permitted assignees.
15. **Parties:** means the parties to the Agreement and "party" means one of them, as the context may admit or require.
16. **Performance Security:** means the Bank guarantee of any Nationalized / Scheduled bank provided by the Consultant as a guarantee for the performance of its obligations.
17. **Performance Parameters:** shall mean the parameters as set forth in the agreement.
18. **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.
19. **Project:** shall mean monitoring of implementation of IT Advisory Services for Pune Mahanagar Parivahan Mahamandal Limited (PMPML) project and other activities mentioned in the Scope of Work.
20. **Project Officer:** shall mean Joint MD, Pune Mahanagar Parivahan Mahamandal Limited (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.
21. **Project Area** shall mean all the areas within the jurisdiction of Pune Maharashtra
22. **Project Facilities:** shall mean the office space, furniture, internet connection, electricity connection and any other facility/ assets provided by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) to the Consultant for providing services set forth in this agreement.
23. **Subcontractor:** shall mean any person with whom the Consultant has entered into/may enter into any material contract for this project.
24. **Tax:** shall mean and include all taxes, fees, cesses, levies that may be payable by the Consultant under the Applicable Law.
25. **Termination:** shall mean the early termination of this Agreement pursuant to termination notice or otherwise in accordance with the provisions of this Agreement.
26. **Termination Date:** shall mean the date specified on the termination notice as the date on which the termination occurs.
27. **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. 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.
2. References to Applicable Laws shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines, or bylaws which have the force of law.
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).
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.
5. The words "include" and "including" are to be construed without limitation.
6. Any reference to the day, month or year shall mean a reference to a Gregorian calendar day, calendar month or calendar year respectively.
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.
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.
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.
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.
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 Scope of Work

The work is indicative and will have to be prioritized during the kickoff meeting. The Consultant shall undertake the work as per the priorities set by the PMPML within the given scope. Please refer Annexure B for detailed scope

2.2 Commencement Date

The Commencement Date shall be from acceptance of Work Order.

2.3 Grant of Right

Subject to and in accordance with the terms & conditions, and covenants set forth in this Agreement, Pune Mahanagar Parivahan Mahamandal Limited (PMPML) hereby grants and authorizes the Consultant to undertake the scope of work and to exercise and/or enjoy the

rights, powers, benefits, privileges, authorizations, and entitlements as set forth in this Agreement.

2.4 Acceptance of Agreement

In consideration of the rights, privileges and benefits conferred upon the Consultant, and other good and valuable consideration expressed herein, the Consultant hereby accepts the Agreement and agrees and undertakes to perform/discharge all its obligations in accordance with the provisions hereof.

2.5 Start of Project Period

The Consultant shall commence the Project in the entire Project area within 07 (Seven) days from the Commencement Date and the Kick of meeting commence after deployment with all HoDs and officials

2.6 Project Period

The Project will be for a period of 12 months from the date of Commencement.

2.7 Extension of Project Period

The Project Period may be extended beyond the stipulated project time after mutual agreement between Parties.

2.8 Exclusivity of the Agreement

The Consultant shall be the sole and exclusive person entitled to undertake the Project in the Project Area in line with the scope of work assigned to the Consultant in this Agreement and Pune Mahanagar Parivahan Mahamandal Limited (PMPML) agrees that no agreement or arrangement permitting such activities by any other party shall be entered into by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) during the Project Period.

3 Conditions Precedent

3.1 Responsibilities of the Consultant

The Consultant shall fulfill the following conditions precedent within 07 (Seven) days from the Commencement Date:

The Consultant must bring its own laptop for its staff.

3.2 Responsibilities of Pune Mahanagar Parivahan Mahamandal Limited (PMPML)

Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall fulfill the following conditions precedent within 07 (Seven) days from the Commencement Date:

1. Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall provide support to the Consultant in obtaining timely approvals, permissions, and authorizations for performance of obligations for the project.
2. Submit copies of the BOD resolution authorizing PMPML to execute the Agreement.
3. For undertaking the Project, Pune Mahanagar Parivahan Mahamandal Limited (PMPML) will provide to the Consultant, office space for the Consultant Team at Pune Mahanagar Parivahan Mahamandal Limited (PMPML) Office.

3.3 Cost of satisfying the conditions precedent

The cost of satisfying the above conditions precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent.



3.4 Non-fulfilment of the Conditions Precedent

1. In case of non-fulfilment of the Conditions Precedent attributable to reasons beyond the control of the Consultant or Pune Mahanagar Parivahan Mahamandal Limited (PMPML), the period for satisfaction of Conditions Precedent may be extended by mutual consent of the Consultant and Pune Mahanagar Parivahan Mahamandal Limited (PMPML)
2. If any of the conditions precedent contemplated has not been satisfied in full or has not been waived, within the time stipulated or such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Agreement by 30 (thirty) days' notice in writing to the other party, given at any time thereafter, but prior to such conditions precedent being satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Agreement shall terminate.
3. If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth, the Consultant shall not be compensated in any manner whatsoever and the Performance Security shall be forfeited and encashed.
4. If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth, then Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall forfeit the Performance Security.

4 Handover of existing Project Facilities

4.1 Rights, Title, and Use of Project Facilities

1. The Consultant shall have the right to the use of Project Facilities in accordance with the provisions of this Agreement and for this purpose; it may regulate the entry into or use of the same by third parties except Pune Mahanagar Parivahan Mahamandal Limited (PMPML).
2. The Consultant shall not part with or create any encumbrance on the whole or any part of the Project Facilities, save and except as Set forth and permitted under this Agreement.
3. The Consultant shall not use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

Provided that such access or use shall not result in a material adverse effect and that Pune Mahanagar Parivahan Mahamandal Limited (PMPML) in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at the cost and expenses of the Consultant.

5 Project Officer

5.1 Project Officer

PMPML, shall appoint a dedicated Project Officer who will be the Single Point of Contact (SPOC) for the Consultant.

Role and responsibilities of work of the Project Officer:

The Project Officer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project facilities. The role of the Project Officer is to:

1. Review, monitor and where required by the Agreement, approve activities associated with the Project to ensure compliance by the Consultant with the provisions of this agreement.
2. Provide administration of the Agreement in full and in complete accordance with applicable laws.

3. Conduct a general inspection of the Project Facilities as and when required, to ascertain conformity to the Agreement.
4. Address issues relating to Consultant disputes.
5. Compute payment for the work under this agreement.
6. The Project Officer shall, in the ordinary course, maintain a record of the activities; this would include records in respect of the following:
 - i. Manpower deployed and other organizational arrangements of the Consultant.
 - ii. Reviews of documents submitted to it by the Consultant within 7 days from consultation with concerned department.
 - iii. Inspections undertaken and notices/instructions issued to the Consultant.
 - iv. Payments.
 - v. Force majeure events.
 - vi. Breaches and defaults by the parties.

6 Consultant's obligations

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Consultant shall have the following obligations:

6.1 Financial Obligation

6.1.1 Performance Security

1. The Performance Security shall be 5% of the value of the respective Work Order.
2. Further, the Consultant has, for due and punctual performance of its obligations hereunder relating to the project, delivered to Pune Mahanagar Parivahan Mahamandal Limited (PMPML), prior to the execution of this Agreement, an irrevocable Bank Guarantee from a nationalized/ scheduled bank, for a value of 5% of the value of the Work Order. The Performance Security shall be kept valid for the Project Period, or any such extended Period as mutually agreed.
3. The Consultant has submitted an amount of Rs. 6,39,600/- as Performance Security, in the form of bank guarantee, number 0896624FG0000007 drawn from State Bank of India dated 03/01/2024 valid till 28/02/2025 in favor of Pune Mahanagar Parivahan Mahamandal Limited (PMPML), for the performance of the obligations under this Agreement. The Consultant shall renew the Performance Security 2 (two) months before the expiry of the Performance Security. Failure to do so on part of the Consultant, Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall encash & forfeit the Performance Security and terminate this Agreement.
4. Provided that if the Agreement is terminated due to any event other than the Consultant event of default, the Performance Security if subsisting as of the termination date, shall subject to PMPML's right to receive amounts, if any, due from the Consultant under this Agreement, be duly discharged and released to the Consultant.
5. The Consultant shall keep the Performance Security replenished at all times at a level as specified in sub clause (1) above. Such replenishment may be required if the Pune Mahanagar Parivahan Mahamandal Limited (PMPML) has withdrawn/ deducted from the Performance Security owing to a default/ reimbursement of expenses which was initially borne by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) and the replenishment shall have to be done by the Consultant within 5 working days of the withdrawal by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) from the Performance Security. Failure to do so on part of the Consultant shall result in an event of default by the Consultant.

6.2 Operational Obligations

6.2.1 Project Implementation: Team deployment

The Consultant shall during the Project Period shall perform the tasks as per scope of work.

The Consultant shall report on fortnightly basis to the Client/Project Officer its performance of the Scope of Work along with tasks undertaken on fortnightly basis, meetings conducted with Pune Mahanagar Parivahan Mahamandal Limited (PMPML) staff and manpower employed and the deliverables shall conform to the requirements as mentioned in the Scope of Work.

6.2.2 Expiry of the Agreement

Upon expiry of this Agreement, the Consultant shall hand back the Project Facilities to Pune Mahanagar Parivahan Mahamandal Limited (PMPML), including any improvements made thereon.

6.3 No breach of obligations

The Consultant shall not be in breach of its obligations under this Agreement, nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

Force Majeure event

Pune Mahanagar Parivahan Mahamandal Limited (PMPML) event of default

Compliance with the instructions of the Project Officer / Pune Mahanagar Parivahan Mahamandal Limited (PMPML) or the directions of any government agency other than instructions issued as a consequence of a breach by the Consultant of any of its obligations hereunder.

Closure of the Project Facilities or part thereof with the approval of the Project Officer / Pune Mahanagar Parivahan Mahamandal Limited (PMPML).

7 Performance evaluation

7.1 Liquidated Damages

1 In case any major error or variation is detected in the reports submitted by the consultant and such "major" error or variation is the result of "gross" negligence or willful misconduct" which is solely attributable" to the consultant and not dependent on external factors such as incorrectness of available data external influences, etc., the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages.

2 In case of delay in completion of Services/deliverables, liquidated damages not exceeding an amount equal to 0.2% (zero point Two per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

3 The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

4 In addition to the liquidated damages not amounting to penalty, as specified in this Clause, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation

of the Client, other penal action including debaring for a specified period may also be initiated as per policy of the Client.

8 Payments

Subject to the provisions of this Agreement and in consideration of the Consultant accepting conditions and covenants set forth in this Agreement, Pune Mahanagar Parivahan Mahamandal Limited (PMPML) agrees and undertakes to pay to the Consultant the fees per month. The fee per month will be arrived at by dividing the total fees into equal monthly payments over the period of the project, provide that the Consultant has deployed the resources as mentioned in the Team deployment section. The actual payment will be made

#	Category of Resource	Rate (as per DIT GR) (A)	Resource (B)	Month (C)	Total (Without Taxes) D=A*B*C
1.	Principal Consultant (Full Time)	4,54,000	1	12 Months	54,48,000
2.	Senior Consultant (Full Time)	3,85,000	1	12 Months	46,20,000
3.	Principal Consultant (Deliverable Based)	4,54,000	1	06 Months	27,24,000
Total					1,27,92,000

for resources deployed in each month at the below mentioned rates:

8.1 Payment Computation

- 1 The payment to the Consultant shall be made from the Commencement Date.
- 2 The payment to the Consultant shall be subjected to deduction of any Penalties/Liquidated Damages for non-compliance.
- 3 In case the additional manpower (Other than manpower mentioned in clause Work order) with prior approval of the Pune Mahanagar Parivahan Mahamandal Limited (PMPML) is deployed by the consultant. The consultant shall be paid additional amount at the prevalent rates (in accordance with DIT GR No GAD- मॉर्तस 080/4/2014-O/O DIRECTORATE OF IT-DIT (MH) dated 5th Oct 2023 for the respective category of the additionally deployed manpower for the duration in which the additional manpower is deployed.

8.2 Mechanism for payment

- 1 The Consultant shall submit an invoice to the Pune Mahanagar Parivahan Mahamandal Limited (PMPML) for release of payment.
- 2 All payments to the Consultant by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall be made by way of electronic clearance system (ECS) in the bank account of the Consultant after necessary tax deductions, if any.

9 Force Majeure

It is distinctly agreed between the parties here to that PMPML shall not be responsible to make any payment to the Consultant under this agreement if the Consultant is unable to perform its duties and responsibilities under this agreement and fails to provide the same on account of any act viz act of war, civil commotion, riots, pandemic or any other events whatsoever beyond the control of the Consultant including non-availability of fuel/ CNG/



diesel/ electricity supply on non-availability of essential services including an act of god or on account of any notice, Order, rule or notification of government and/or other public or competent authority or on account of any injunction prohibitory order of any court tribunal or any other competent authority on account of which the services agreed to be provided by the Consultant are adversely affected/not provided.

10 **Termination**

Without prejudice to any other rights or remedies, which the PMPML may have under this contract upon occurrence of any event of Default, PMPML shall be entitled to terminate this termination notice PMPML shall y inform the Consultant, provided that before issuing the termination notice and grant minimum 15 days (Fifteen day) or such other reasonable period as PMPML deems fit as its sole discretion to the Consultant to remedy the default (Remedial non-remedy of breach/default to the satisfaction of the authority, whether or not it is in receipt of such representation, issue Termination notice and then Terminate the Contract.

11 **Hand back and Transfer Requirements**

11.1 **Ownership**

Without prejudice and subject to the Agreement, the ownership of the Project Facilities provided by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) to the Consultant, including all modifications, renovations and improvements made therein by the Consultant, shall always remain that of Pune Mahanagar Parivahan Mahamandal Limited (PMPML).

11.2 **Consultant's Obligations**

The Consultant shall at the end of the Project Period hand back all its vacant and peaceful possession of the existing Project Facilities including fixed assets provided by Pune Mahanagar Parivahan Mahamandal Limited (PMPML) to the Consultant and improvements made therein by the Consultant, to Pune Mahanagar Parivahan Mahamandal Limited (PMPML) free of cost and in good operable condition.

11.3 **PMPML's Obligations**

Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall, subject to Pune Mahanagar Parivahan Mahamandal Limited (PMPML's) right to deduct amounts from the Performance Security towards:



- a. Carrying out works/ jobs, which have not been carried out by the Consultant
- b. Purchase of items, which have not been handed back to Pune Mahanagar Parivahan Mahamandal Limited (PMPML) and
- c. Any outstanding dues, which may have accrued in respect of the Project during the Project Period

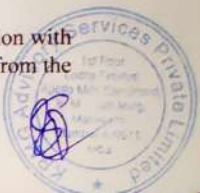
Duly discharge and release to the Consultant, the amounts in the Performance Security account or balance therein after deductions in respect to (a), (b) and (c) above, as the case may be, upon issuance of certificate from Project Officer regarding compliance by the Consultant with the Hand back and Transfer Requirements.

12 **Dispute Resolution**

12.1.1 **Arbitration Clause:**

It is Agreed between the parties hereto that if any dispute arise under or in connection with this contract, the same shall be settled amicably between the parties within 15 days from the date of occurrence of the dispute.

[Handwritten signature]



If such dispute is not settled as stated above the same shall be referred to Arbitration agreed between the parties and the decision given by the Arbitrator shall be binding upon the parties

It is further agreed that both the parties hereto do not agree upon the particular Arbitrator, then and in that case, Arbitrator shall be appointed in occurrence with the Arbitration and Conciliation Act, 1996 and the decision of sole Arbitrator shall be binding upon the parties.

Representations and warranties

Representations and warranties of the Consultant

- a. The Consultant represents and warrants to Pune Mahanagar Parivahan Mahamandal Limited (PMPML) that: It is duly organized, validity existing and in good standing under the laws of India.
 - b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
 - c. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery, and performance of this Agreement.
 - d. It has the financial standing and capacity to undertake the project.
 - e. This Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms hereof.
 - f. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Consultant's memorandum and articles of association or any applicable laws or any covenant, Agreement, understanding, decree, or order to which it is a party or by which it or any of its properties or assets are bound or affected.
 - g. There are no actions, suits, proceedings or investigations pending or to the Consultant's knowledge threatened against it at law or in equity before any court or before any judicial, quasi-judicial or other authority, the outcome of which may constitute Consultant event of default or which individually or in the aggregate may result in material adverse effect.
 - h. It has complied with all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect.
- Subject to the receipt by the Consultant from Pune Mahanagar Parivahan Mahamandal Limited (PMPML) of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Consultant in and to the Project Facilities shall pass to and vest in Pune Mahanagar Parivahan Mahamandal Limited (PMPML) on the termination date free and clear of all encumbrances without any further act or deed on the part of the Consultant or Pune Mahanagar Parivahan Mahamandal Limited (PMPML)
- j. No representation or warranty by the Consultant contained herein or in any other document furnished by it to Pune Mahanagar Parivahan Mahamandal Limited (PMPML) or to any government agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state material fact necessary to make such representation or warranty not misleading.
 - k. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Consultant to any person to procure the Project



- l. Without prejudice to any express provision contained in this Agreement, the Consultant acknowledges that prior to the execution of this Agreement, the Consultant has after a complete and careful examination made an independent evaluation of the project requirements and the information provided by Pune Mahanagar Parivahan Mahamandal Limited (PMPML), and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Consultant in the course of performance of its obligations hereunder.
- m. The Consultant also acknowledges and hereby accepts the risk of inadequacy. Mistake or error in or relating to any of the matters set forth above and hereby confirms that Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall not be liable for the same in any manner whatsoever to the Consultant.

13.2 Representations and warranties of Pune Mahanagar Parivahan Mahamandal Limited (PMPML)

Pune Mahanagar Parivahan Mahamandal Limited (PMPML) represents and warrants to the Consultant that:

- a. Pune Mahanagar Parivahan Mahamandal Limited (PMPML) has full power and authority to grant the Project.
- b. Pune Mahanagar Parivahan Mahamandal Limited (PMPML) has taken all necessary action to authorize the execution, delivery, and performance of this Agreement.
- c. This Agreement constitutes Pune Mahanagar Parivahan Mahamandal Limited (PMPML) legal, valid, and binding obligation enforceable against it in accordance with the terms hereof.
- d. There are no legal suits or other legal proceedings pending or threatened against Pune Mahanagar Parivahan Mahamandal Limited (PMPML) in respect of the Project Facilities or the Project.

13.3 Obligation to notify change

If any of the representations or warranties made/given by a party cease to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the other of the same.

Limitation of Liability:

The aggregate liability of the Consultant to the Pune Mahanagar Parivahan Mahamandal Limited (PMPML) shall not exceed the total contract price.

14 Miscellaneous

14.1 Governing law and jurisdiction

This Agreement shall be governed by the laws of India. The courts at Pune shall have jurisdiction over all matters arising out of or relating to this Agreement.

14.2 Waiver

- 1 Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under this Agreement:
 - a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement.

- b) Shall not be effective unless it is in writing and executed by a duly authorized representative of such party; and
 - c) Shall not affect the validity or enforceability of this Agreement in any manner.
- 2 Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver/breach of any terms, conditions, or provisions of this Agreement.

Survival

14.3 Termination of this Agreement

- a. Shall not relieve the Consultant or Pune Mahanagar Parivahan Mahamandal Limited (PMPML) of any obligations already incurred hereunder which expressly or by implication survives termination hereof, and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of the either party, shall not relieve the either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such termination or arising out of such termination.

14.4 Amendments

This Agreement constitute a complete and exclusive understanding of the terms of the Agreement between the parties on the subject hereof and no amendment or modification hereto will be valid and effective unless agreed to by all the parties hereto and evidenced in writing.

14.5 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier mail, telex or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

Party 1	Party 2
If to PMPML:	If to the Consultant:
Mr. Nitin Narvekar Joint Managing Director, PMPML Address: PMT Building Shanker Seth Road, Swargate Pune - 411037 Contact No: 020-24503275 Email: itdepartment@pmpml.org	Shri. Swapnil Deshmukh Associate Partner, KPMG Advisory Services Private Limited Address: KPMG Advisory Services Private Limited, 3rd floor, Building no. 7, Commerce zone, Samrat Ashok Path, off Airport Road, Yerwada, Pune - 411006 Contact No: + 9930801193 Email: swapnildeshmukh@kpmg.com

In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.



4.6 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as nearly as is practicable. Provided that the failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

14.7 No partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the parties. Neither party shall have any authority to bind the other in any manner whatsoever.

14.8 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

14.9 Counterparts

This Agreement may be constituted in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

14.10 Costs

The Consultant shall bear all the costs related to the signing and registration of this Agreement including but not limited to stamp duties and registration charges.

14.11 Jurisdiction:

Any dispute regarding this agreement shall be the subject matter of Pune Court only.

SIGNED, SEALED AND DELIVERED
For and on behalf of consultant



Shri. Swapnil Deshmukh
Associate Partner
KPMG Advisory Services Private
Limited

Witnessed By

1) Shri. Rajan Lingayat

2) Shri. Gautav Kulkarni



SIGNED, SEALED AND DELIVERED
For and on behalf of Client:



Mr. Nitin Narvekar
Joint Managing Director, PMPML
PMT Building, Shankar Sen Road,
Swargate, Pune - 411007
Pune Mahanagar Parivahan
Mahamandal Limited
Witnessed By



1) Anant Waghmare - DWG!
बीआरटी व्यवस्थापक
पुणे महानगर परिवहन महामंडळ लि.

2) Shashikat P. Pawar - SP Pawar

Annexure A:

Sr. No	Category Of Consultant	Monthly Rate as per GoM GR (A)	Resources (B)	Manpower Months (C)	Total D=A*B*C
1.	Principal Consultant (Full Time)	4,54,000	1	12 Months	54,48,000
2.	Senior Consultant (Full Time)	3,85,000	1	12 Months	46,20,000
3.	Principal Consultant Partial (Deliverable based)	4,54,000	1	06 Months	27,24,000
Total Amount					1,27,92,000
GST (18%)					23,02,560
Total Amount Including Tax					1,50,94,560

Note: - The Requirement of Manpower is Subject to Change.

Annexure B: Scope of Work

A. IT Support

1. Advisory support to the IT department for operational improvements to the following operational applications:

- a. ITMS for BRT and Non-BRT buses
- c. Cargo FL system
- d. Road Transport Management System

2. Advisory support for development of new IT applications such as:

- a. Online pass booking and central pass booking
- b. IT enabled system for route planning and bus scheduling
- 3. Advisory support to analyze PMPML's existing server hosting, define PMPML's future cloud strategy and Associated firewall related aspects
- 4. Support PMPML for e-Office implementation
- 5. Advisory support for IT application security policies including support for third party audit of various Applications.

B. CNG Bus and E-Bus Procurement

Advise PMPML on procurement of CNG Buses and E-Buses on GCC and Own or any other suitable model including support for procurement, bid management and vendor on boarding.

JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited



Annexure C: Work Order

पुणे महानगर परिवहन महामंडळ लिमिटेड
PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED
बीएचटी विन्डींग, स्वार्गेट, पुणे - ४११०३७.
PMT Building, Swargate, Pune 411 037



☎ : २४४४०४१७
☎ : 24440417
फैक्स : २४४४५४९०
Fax : 24445490

CIN No-UG0210PN2007PLC130463

Website - www.pmpml.org

E-mail: itdepartment@pmpml.org

Ref.No. PMPML/IT/4275

Date: 12 DEC 2023

Workorder

To ,

M/s. KPMG Advisory Services Private Ltd
KPMG Advisory Services Private Ltd Lodha Excelus,
1st Floor, Apollo Mills Compound,
N.M.Joshi Marg, Mahalaxmi, Mumbai 400011

Subject :- Work Order for Engagement of Consultant for Support to PMPML

- Ref :- 1. Government of Maharashtra ,Directorate of Information Technology
,Government Resolution No. GAD मॉलर्स 080/4/2014-0/0 Directorate Of IT-DIT(MH)
Dated 5th October 2023.
2. PMPML Email Dated 20/11/2023 Invitation for Presentation as per Government
Resolution.
3. Presentation for Engagement of Transaction Advisory Services dated 28th Nov 2023.

This is in accordance with the above cited reference, we are pleased to inform you that M/s.KPMG has been selected to provide transaction advisory services for PMPML based on the information submitted to us.

In view of the above, you are hereby requested to deploy One Principal Consultant(Full time) and One Senior Consultant (Full time) for a period 12 months as well as Principal Consultant Partial (Deliverable based) for a period of 06 months ,as detailed in Annexure A & Scope Of Work has been detailed in Annexure B.

You are requested to submit your acceptance within 7 days from the date of receipt of this letter.



1
Sanjay Kolte (I.A.S)
Chairman and Managing Director
PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED

Encl:-

1. Annexure -A
2. Annexure -B

Received
12/12/23

JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited

