



महाराष्ट्र MAHARASHTRA 500/ 2021

BG 835522

4075 Tented

को कार्यालय आहेत का ? होय / नाही.
पोस्टल्याचे नांव Ishan Netsol Pvt Ltd.
Chandivali, Andheri, East Mumbai - 40002.
PMPML
Sumedh Acad, Hadpsar Pune 28.



29 DEC 2021

प्रथम मुद्रांक लिपीक कोषागार पुणे करिता

FORM OF CONTRACT

THIS CONTRACT is entered into on this the 01st day of January 2022 at Pune, Maharashtra.

BETWEEN

THE Pune Mahanagar Mahamandal Limited, represented by its Joint Managing Director and having its principal office at PMT Building, Swargate, Pune 411 037 (hereinafter referred to as the "Authority", which expression shall include its successors and permitted assigns);

AND

M/s Ishan Netsol Private Ltd. having its registered office at Nakshatra-IV, 2nd Floor, Dr. Radhakrishnan Road, Rajkot-360001 (hereinafter referred to as the "Service Provider", which expression shall include its successors and permitted assigns);



भारतीय गैर न्यायिक

भारत INDIA

₹. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2021

BG 835523

21076 30 DEC 2021 500/

Tender

मौद्रिकी कारणात आहेत का ? होय/नाही.

श्री. शिवाजी मंगलनाथ नाथ. Ishan Netsol Pvt. Ltd.
Chandivali, Andheri, East Mumbai. 40072
PMPML
Sumedh Grade, Hadpsarpunez



29 DEC 2021

प्रथम मुद्रांक लिपीक
कोषागार पुणे करिता

The Authority and the Service Provider are hereinafter individually referred to as "Party" and collectively as "Parties"

WHEREAS

- A. The Authority had issued Request for Proposal (RFP) document vide PMPML Tender no.01-TEL-2021 dated 07 June 2021 and invited Bids from reputed Internet Service Providers (ISPs) for "Supply, Installation, Commissioning and Maintenance of Uncompressed & unshared Internet Lease Line (ILL) dedicated internet access at PMPML Headquarter and Depots situated across PMR region" (the "Project")
- B. After evaluation of the Bids received, the Authority had accepted the Bid of M/s Ishan Netsol Private Ltd. and issued its Letter of Award No.PMPML/Telephone/1823 dated 27 August 2021 (hereinafter called the "LoA") to M/s Ishan Netsol Private Ltd. and said LoA has been duly accepted by Service Provider.



भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2021

BG 835524

4077 दि. 3 DEC 2021 मु. शु. रकम ... 500 /
प्रकार Tendar

संस्थी सुरक्षार आहेत का ? हो / नाही.
सीवे वर्णन

चंद्रवली, Andheri, East mumbai - 4007
Ishan Netsol Pvt. Ltd.
pmp ml
Sumedh Wade, Hadpaseer pune 28



29 DEC 2021

प्रथम मुद्रांक लिपीक
कोषागार मणे करिता

C. The Service Provider has furnished the Performance Security for an amount of Rs. 2,47,950 (Rupees Two Forty-Seven Thousand Nine Hundred and Fifty Only) by way of an unconditional and irrevocable Bank Guarantee bearing no.0000221BG0000041 dated 06 December 2021 from Bank of Maharashtra in favour of the Authority prior to signing of the Contract in accordance with relevant Clause of this Contract.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:



भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500



सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2021

BG 835525

21078 30 DEC 2021 500/

Tendar

वेदने करणार आहेत का ? होय/नाही.

दारीचे बॉक्स

Isban Netsol Pvt. Ltd.
Chandhivali, Andheri, East Mumbai 400 72
PMPML
Sumedh Grade, Hadapsar Pune 41

[Signature]

[Signature]



29 DEC 2021

प्रथम मुद्रांक लिपीक कोषागार मध्ये करिता

1. Definitions

"Appendices" means the appendices to this Contract, detailing out asset information, maps and drawings, performance standards, records, reports and Service Provider staff requirement.

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

"Bid" is the complete document including Technical and Financial Bid submitted by the Service Provider to PMPML in response to PMPML Tender no. 01-TEL -2021.





महाराष्ट्र MAHARASHTRA

2021

BG 835526

1079 30 DEC 2021 5001

Tendar

की कल्पित आदि का ? हाँ/नाही.

संस्थान का नाम: Ishan Netsol Pvt. Ltd.
 Chandivali, Andheri, East Mumbai 400 72
 PMPML
 Sumedh Wade, Hadapsar Pune 28



29 DEC 2021

प्रथम मुद्रांक लिपीक कोषागार पुणे करिता

[Handwritten signature]

[Handwritten signature]

परिषदादी कर्तव्यी मुद्रांक करेदी केल्या त्यांनी त्याच कार्यासाठी का ठरवी केलेल्याचुन ६ महिन्यांत वापरणे बंधनकारक आहे.

"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 the Service Provider, who shall be responsible for supervising the Service Provider, administering the Contract, certifying payments due to the Service Provider, and awarding extensions of time.





महाराष्ट्र MAHARASHTRA

2021

BG 835527

21080 30 DEC 2021 500

Tender

महाराष्ट्र सरकार आदेश क्र 2/15/नाही.

Shan Netsol Pvt Ltd.
 chandivali, Andheri, East mumbai-400 72
 pmpml
 Samedh Gade Itadpsar pune.

[Handwritten signature]

[Handwritten signature]



29 DEC 2021

प्रथम मुद्रांक लिपिक
 कोषागार पुणे करिता

प्रथम मुद्रांक लिपिक कोषागार पुणे करिता
 मुद्रांक बंधी कसबापानु ६ महिनात वारने लागू राहते आहे

"Contract" or "Agreement" means this contract between the Authority and the Service Provider, including the Conditions and Appendices; the Letter of Award, Request for Bid Document including any issued amendments/corrigendum/addendums and all the terms and conditions expressly mentioned specifically therein.

"Contract Period" means the tenure of the Contract i.e.03 (Three) years to be deemed from date of signing upon completion of which this Contract automatically expires.

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or on contract execution.





महाराष्ट्र MAHARASHTRA

2021

BG 835528

30 DEC 2021

Tendar

Chandivali, Andheri, East Mumbai
Ishan Nelsol Pvt Ltd.
pmpml
Sumeeth Gade, Hadapsar Pune 28

बटिक कोषागार कार्यालय
पुणे
29 DEC 2021
प्रथम मुद्रांक लिपीक
कोषागार पुणे करिता

"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 among Service Providers (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 the Service Provider.



भारतीय गैर न्यायिक

भारत INDIA

₹. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

● 2021 ●

BG 835529

0182 30 DEC 2021
Tender

की कल्पना आहें का ? हाय / नाही.

के पत्तेचे नांव... Ishan Netsol Pvt. Ltd.

Chandivalli, Andheri, East Mumbai 40072

pmp ml

Sumedh Gade, Hadpsar pune 28



29 DEC 2021

प्रथम मुद्रांक लिपीक
कोषागार मणे करिला

"Good Operating Practices" means the standards, practices, methods and procedures as practiced in India and conforming to all technical requirements, law, directive, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled prudent and experienced Service Provider, engaged in the same type of undertaking under the same or similar circumstances as the Service Provider pursuant to this Contract.

"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.





महाराष्ट्र MAHARASHTRA

2021

BG 835530

30 DEC 2021

20183 दि. मु. शु. राकम 500/-

Tender

रत नोंदणी करणार आहेत का ? होय/नाही.

वेळकालीचे बर्तन

श्री. शान नेट्सोल प्वा. लि. च्या
 चान्दिवल, आंधेरी एस्ट मुंबई 4007
 PMPML
 सुमेध गिडेर हादप्सर पुरे 28

[Handwritten Signature]

करिब कोषागार अधिकारी
 पुणे
 29 DEC 2021
 प्रथम मुद्रांक लिपीक
 कोषागार पुणे करिता

"Party" mean either PMPML or the Service Provider, one of the parties to this Contract, and "Parties" means both the parties to this Contract.

"Performance Security" shall have the meaning as ascribed thereto in Clause _ of 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.



"Service Provider" means M/s Ishan Netsol Private Ltd. and their legal successors in title,-

"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.

"Termination Date" means the date on which the Contract is terminated either by expiry or by way of Default.

2. Representation and Warranty

Each Party hereto represents and warrants that:

- i. It has full power and authority to execute, deliver and perform this Contract and to carry out the transactions contemplated herein under Applicable Law and the laws of the jurisdiction of its incorporation.
- ii. It has taken all necessary action to authorize the execution, delivery and performance of this Contract;
- iii. This Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof;
- iv. Its representations shall stand true and valid for the term of this Contract, including extension thereof, and it shall have an obligation to disclose to the other Party as and when any of its representations ceases to be true and valid; and
- v. It is subject to civil and commercial law with respect to this Contract and it hereby expressly and irrevocably waives any sovereign immunity in any jurisdiction.

3. Additional Representations of Service Provider

The Service Provider represents and warrants for the term of this Contract that:

- i. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.
- ii. It has the requisite experience, expertise and skills to provide requisite services, manage, operate and maintain the Project and carry out the obligations under this Contract; and
- iii. Prior to executing this Contract, the Service Provider has conducted a due diligence audit to its satisfaction in respect of PMPML, contractual structure for carrying out the scope under this Contract, applicable Laws and clearances and all matters related to this Contract. The Service Provider is entering into this Contract on the basis of its own satisfaction based on its due diligence.

4. Interpretation and Contract Structure

- i. In interpreting this Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Competent Authority will provide instructions clarifying queries about any part of this Contract.



- ii. The language of this Contract Document is English or Marathi and the law, which applies to this Contract, shall be the Law of the Republic of India.
- iii. Both Parties recognize that this Contract contains the entire Contract between the Parties with respect to the subject matter hereof and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous Contracts and understandings between the Parties with respect thereto and each of the Parties acknowledges and confirms that it does not enter into this Contract in reliance on any representation, warranty or other undertaking not fully reflected in the terms of this Contract.
- iv. The documents forming the Contract shall be interpreted in the following order of priority and the terms and conditions mentioned therein shall form an integral part of this Contract:
- The Contract Agreement, Conditions and Appendices;
 - Letter of Award no. PMPML/Telephone/1823 dated 27 August 2021,
 - Work Order no. 4224 dated 18.01.2022
 - Request for Proposal (RFP) document and any issued addendums/corrigendum/clarifications etc.
 - Minutes of pre-bid meetings and amendments; and
 - Service Provider's Bid.
- v. If any provision or part of this Contract be declared invalid, unenforceable or illegal by the court of any jurisdiction to which it is subject, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of parts of this Contract which shall continue in full force and effect, notwithstanding such invalidity, unenforceability or illegality.
- vi. If either party breaches or defaults on any part of this Contract, such defaults on any of this Contract, such default of one part shall be treated as defaults of other parts of this Contract. The party in breach or default would also be liable of the carry-over default of other parts of this Contract, including the forfeiture of Security Deposit thereof.

5. Communications

- Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- Subject to as otherwise provided in this Contract all notices to be issued on behalf of PMPML and all other actions to be taken on its behalf may be given or taken by the Competent Authority or any representative for the time being entrusted with the functions, duties and powers of the Competent Authority.
- All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Marathi or English. If sent by registered post or e-mail to the last known place or abode or business address or official e-mail address of the Service Provider shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.



6. Scope of Work

- i. The objective of this project is for Supplying, Installing, Commissioning and Maintaining of dedicated leased line internet line connectivity across PMPML Headquarters and Depots locations for 03 (three) years subject to yearly review. If during the review, the performance of the Service Provider is not found satisfactory then PMPML at its sole discretion may terminate this Contract.

| # | | | | |
|---|-----------------------------|--|----|--|
| 1 | PMPML Head Office (HQ) | Lease line (dedicated internet access) from own POP (Point of Presence) | 1 | 100 Mbps (1:1) Uncompressed & unshared Internet Lease line (dedicated internet access) |
| 2 | PMPML Head Office (HQ) | Lease line (dedicated internet access) from other service provider's POP | 1 | 10 Mbps (1:1) Uncompressed & unshared Internet Lease line (dedicated internet access) |
| 3 | 13 (Thirteen) nos of Depots | Lease line (dedicated internet access) from own POP | 14 | 10 Mbps (1:1) Uncompressed & unshared Internet Lease line (dedicated internet access) |

- ii. The Service Provider should provide primary 100 Mbps (1:1) Uncompressed & unshared Internet Lease line (dedicated internet access) connectivity at the PMPML Head Office from his own POP of which 50 Mbps would be reserved for Command & Control Center at Head Office.
- iii. The Service Provider should provide secondary 10 Mbps (1:1) Uncompressed & unshared Internet Lease line (dedicated internet access) connectivity at the PMPML Head Office from other service provider's POP and Service Provider shall be responsible for the keeping the uptime as per defined SLA.
- iv. The Service Provider should provide primary 10 Mbps (1:1) Uncompressed & unshared Internet Lease line (dedicated internet access) connectivity at the Depots (14 nos) of PMPML from his own POP.



v. The locations:

| # | Location | Type |
|-----|---|-------------------------------|
| 1. | Swargate | Depot |
| 2. | N. T Wadi | Depot |
| 3. | Kothrud | Depot |
| 4. | Hadapsar | Depot |
| 5. | Katraj | Depot |
| 6. | Pune Station | Depot |
| 7. | Market Yard | Depot |
| 8. | Nigadi | Depot |
| 9. | Bhosari | Depot |
| 10. | Pimpri | Depot |
| 11. | Balewadi | Depot |
| 12. | Bhekrainagar | Depot |
| 13. | Shewalwadi | Depot |
| 14. | PMPML Head Office (HQ & Command Center) at Swargate | Head Quarter & Command Center |

- vi. The last mile connectivity at PMPML offices must be in Optical Fiber (OFC) only.
- vii. PMPML shall provide the space & power supply for Internet connectivity and allied equipment. However, all other equipment including Routers/Modems/Converters/ Optical Fiber/Mux etc. which is required to commission the Internet shall be the responsibility of the Service Provider.
- viii. The Service Provider should provide necessary hardware and software required to establish a fully functional leased line at PMPML on all locations suggested. The Service Provider should make necessary provisions and installation of all the required hardware/equipment for establishing the connectivity at PMPML.
- ix. The Service Provider should configure the Hardware (Modems/Router/Switch) etc and must provide entire connectivity up to the switch level.
- x. The Service Provider must provide necessary public IP (Internet Protocol) address of IPv4 and Public IP addresses of IPv6 pool, Internet Router Port at ISP (Internet Service Provider) Gateway for required Bandwidth, Public IP addresses of IPv4 pool and Public IP addresses of IPv6 pool.
- xi. The Service Provider must provide Whitelist Public IP address pool.
- xii. The Service Provider should provide complete set-up of documentations giving details of the network diagrams, Complete Technical Solution including lay-out, design and architecture of the network.
- xiii. The Service Provider should provide IP addressing schema, IP addresses, Passwords & Security Settings, configuration details.
- xiv. The Service Provider must give access to designated PMPML staff preferably a web portal to check the status of call requests, link availability, link performance, etc.



- xv. The Service Provider must provide a web-based admin tool/method/software to limit bandwidth usage by IP, by location, by device. The tool must be able to limit/restrict access to websites, web services or restriction by key words.
- xvi. The Service Provider must provide admin mechanism to grant access to network after performing identity/credential check & store the credentials.
- xvi. The Service Provider must ensure security of the network & install necessary Firewall & other mechanism to deal with DDOS (Distributed Denial-Of-Service) attack or IP spoofing etc.
- xviii. The Service Provider must provide 24 x 7 support centre with toll free call facility and interactive MIS (Management Information System) web portal/software tool/mechanism for bandwidth availability and performance check on 24x7 basis throughout the contract period. The Service Provider should schedule preventive maintenance services on a regular basis.
- xix. Provide necessary (system generated) reports about service performance to PMPML on a monthly basis as desired by PMPML. These includes usage reports, bandwidth consumption, IP based usage reports, session wise, day wise bandwidth consumption, outage report, no of users with details like IP/MAC ID/Access point etc., Bandwidth available.
- xx. Internet Usage log: The Service Provider shall be responsible for keeping log of internet usages/services to be utilized by the end users such as IP address details, URLs visited, time stamp/time details, end-point / User Authentication, Mobile number MAC & IP addresses, access time, duration, data consumed, etc. to meet the compliance with all Regulatory and Legal guidelines issued by Department of Telecommunications (DOT) / TRAI from time to time. PMPML may at any time ask the Service Provider to provide logs from the storage and maximum log retrieval time allowed will be not more than 4 hours.
- xxi. Software tool/monitoring mechanism/Management Information System (MIS) should include
- a. User-defined reports.
 - b. Top URLs visited.
 - c. Top bandwidth users.
 - d. Policy violations.
 - e. URL Categories.
- xxii. Any supplies and services which might not have been specifically mentioned in this RfP but are necessary for the installation, testing, commissioning, performance or completeness of the order shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system.
- xxiii. The Service Provider (ISP) must be capable of delivering the latest version of internet protocol i.e. IPv6 as per the guidelines of govt. of India, as and when required.



- xxiv. The Service Provider should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international fibre systems only (not on satellite) & the world wide web.
- xxv. The Service Provider will be responsible for obtaining necessary statutory permissions.
- xxvi. The Service Provider will be responsible for their compatibility with firewall and central switch.
- xxvii. The Service Provider should do necessary preventive maintenance once a quarter for upkeep of the Systems and ensure its smooth running.
- xxviii. All the POPs from where the ILL bandwidth is provided to PMPML should have redundancy of equipment's, links, power, backhaul connectivity etc. Service provider needs to confirm it in writing
- xxix. Use Common AS number and Common IP pool for both Internet Leased line service provider.
- xxx. Use BGP Routing protocol.
- xxxi. Shifting charges, within premises, during the tenure of contract shall be borne by the Service Provider during the period of contract.
- xxxii. All reinstatement charges must be borne by the Service Provider during the period of contract.

7. Commissioning of the Project

- a) The installation and commissioning will be deemed as incomplete if any component of the hardware or software etc. or any documentation is not delivered or is delivered but not installed and/or not operational or not acceptable to PMPML after acceptance testing/examination.
- b) Also, the Service Provider shall have to supply all necessary accessories along with the supplied goods, appropriate licenses, device drivers, data sheets and documentation which may be required, whether mentioned or not mentioned in the above scope, for successful acceptance of the quoted equipment to PMPML.



8. Timelines

a) The Service Provider should adhere to following timelines:

| SL | Milestone | Deliverables | Timeline |
|----|---|---|--|
| 1 | Provide primary & secondary connectivity at PMPML HQ and connectivity at all Depots | Complete Supply, Installation and Commissioning of Internet leased line connectivity. | $T + 15$ days Where $T =$ Award of Contract |
| 2 | Commissioning of the project | | $T1 = T + 21$ days* |
| 3 | Operations & Maintenance | Compliance to SLA | Year 1 = $T1 + 365$ days |
| 4 | Operations & Maintenance | Compliance to SLA | Year 2 = $T1 + 730$ days |
| 5 | Operations & Maintenance | Compliance to SLA | Year 3 = $T1 + 1095$ days |

* Based on the feasibility of the proposed solution including OFC, locations, Service Provider and the Authority shall mutually agree on the timeline of commissioning of the Project before signing of the Agreement. However, the timeline shall not exceed 60 (Sixty) days.

- b) Each deliverable shall be deemed to complete only after proper due diligence including testing by third party auditors and acceptance by PMPML.
- c) There will be a penalty of INR 500 (Indian Rupees Five Hundred) per day/ location for delay in case the complete supply, installation and commissioning of the Project at all locations of PMPML is not completed within 60 (Sixty) days after award of work.
- d) Penalty charges shall be limited to the 10% (Ten Percent) of the total contract value. However, PMPML has right to terminate and blacklist the Service Provider on non-performance.

9. Service Level Agreement (SLA)

- a) The Service Provider must comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The Service Provider should provide requisite software tools/mechanism/hardware/MIS tool/web-based admin access etc required to automatically capture the data for SLA verification and will submit the SLA reports on the quarterly basis to PMPML.



b) Based on the SLA and MIS shared by the Service Provider & vetted by PMPML the final penalty would be calculated on quarterly basis.

A. Network Uptime

| Sl | Service | Uptime/Minimum compliance | Latency in Milli Seconds | Packet Drop |
|----|---|---|--------------------------|-------------|
| 1 | Internet lease line (Primary) | 99% | <325 | <0.5% |
| 2 | Internet lease line (Secondary) | 99% | <325 | <0.5% |
| 3 | Minimum 512 Kbps average bandwidth to the user | 1. ILL (Primary) at HQ – 200 concurrent users 2. ILL (Secondary) at HQ – 20 concurrent users 3. ILL (Primary) at Depots – 20 concurrent users | | |
| 4 | Adherence to the required security requirements as specified by DoT, TRAI and relevant Government authorities | Zero non-compliance | | |

- i. Uptime will be calculated on quarterly basis with 24 (Hours) X 7 availability.
- ii. The Service Provider will rectify the faults within 24 hours failing which; the Service Provider will arrange temporary replacements.
- iii. The services shall be provided 24 hours X 7 days in a week X 365 days in a year.
- iv. "Uptime" shall mean the time period for the specified services / components with the specified standards are available to the user department. Uptime, in percentage, of any component can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$
- v. "Downtime" shall mean the time period for which the specified services / components with specified standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of Service Provider.
- vi. "Incident" refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Service Provider that may lead to disruption in normal operations.
- vii. The Service Provider may decide to institute a Help Desk to ensure continuity and ease of operations. "Helpdesk Support" shall mean the 24x7x365 based support centre which shall handle fault reporting, trouble ticketing and related enquiries during this contract.
- viii. "Resolution Time" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective vendors, getting the confirmatory details about the same from the vendor and conveying the same to the end user), the services related troubles during the first level escalation.



B. Penalty calculation for downtime

| Sl | Parameter (Monthly Basis) | *Penalty (quarterly payment basis) |
|----|---|---|
| 1 | For every 0.5% of the reduced uptime | Rs 5000 |
| 2 | Minimum 512 Kbps average bandwidth to the user | Rs. 100 per (user) every reduced bandwidth provisioning to the users. |
| 3 | Number of users not granted minimum 512 Kbps average bandwidth to the user | Rs. 100 for each incident of access not granted to user due to capacity issue. Capacity includes Bandwidth and Appliance capacity. Refer SLA for no of concurrent users for each ILL. |
| 4 | Adherence to the required security requirements as specified by DoT, TRAI and relevant Government Authorities | Rs. 5000 per every incidence of non-compliance |

10. Conditions of Payment

| No. | | |
|-----|---|---|
| 1 | Acceptance of Work Order and delivery schedule | NIL |
| 2 | Supply, installation of hardware & software components and commissioning report | NIL |
| 3 | Completion of Final Acceptance Testing | NIL |
| 4 | Operations & Maintenance for three years | Payment in 12 equal quarterly instalments |

- a) Payment shall be made after necessary due diligence, acceptance testing & SLA adherence as per this Contract.
- b) The payment for both primary and secondary Internet leased lines connectivity shall be done on quarterly basis at the end of quarter. Total payment under this Contract shall not exceed Rs. 49,59,000.00 (Rupees Forty-Nine Lakh and Fifty-Nine Thousand Only) Payment will be made in 12 (twelve) equal instalments. The instalment to be paid per quarter is Rs.4,13,250 (Rupees Four Lakhs Thirteen Thousand Two Hundred and Fifty only. Goods and Services Tax (GST) shall be paid extra as applicable.
- c) Penalty, if any, as per the SLA defined in Contract shall be adjusted against the quarterly payment.
- d) The Service Provider will provide the facilities including software tool/method at PMPML to measure the link uptime and bandwidth provided. The facility of measurement / monitoring of above parameters or graphical display will be provided by the Service Provider The maximum penalty amount each quarter shall be capped at 10% (Ten Percent) of the total billed amount
- e) Continuous bad performance by Service Provider shall lead to termination & forfeiture of performance bank guarantee and blacklisting.

11. Warranty & Support

- a) The equipment shall be free from defects arising from any act or omission of the Service Provider or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of destination.



- b) The equipment shall not be end of life product or face technological obsolescence.
- c) Comprehensive onsite warranty including labor and parts replacement for 3 (Three) years from the date of installation of supplied materials including all peripherals and networking components. It also includes maintenance for leased line and routers.
- d) The Service Provider must allot a dedicated Single Point of Contact (SPoC) with dedicated mobile number and official email ID for registering all requests for support from PMPML.
- e) The Service Provider will rectify the faults within 24 hours failing which; the Service Provider will arrange temporary replacements.
- f) The ILL services shall be provided 24 hours & 7 days in a week
- g) The Service Provider should have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose.
- h) Further if, due to any administrative reasons, PMPML reserves the right to change the quantity and scope of work including location changes, no payment will be made to the Service Provider for that item from the date of withdrawal of such item from the scope of this Contract.

12. Intellectual Property & Confidential Information

- i. The parties agree that all details, plans, manuals, documentation, specifications, schedules, programs, reports, calculations and other work relating to the Project pursuant to this Contract (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, Sub Contractors or agents and by the persons related to the Service Provider in connection with this Contract shall be owned by and be the property of Authority. The determination of information as Proprietary Material shall be made at the sole discretion of the Authority.
- ii. The Service Provider shall have an irrevocable, royalty-free, non-exclusive license to use the Proprietary Material during the term of this Contract for all purpose connected with fulfilling its obligations hereunder. However, this license shall not be transferable to any party other than to a permitted assignee under this Contract. Such license shall not continue after the suspension or termination of this Contract or the discharge by the Service Provider of its duties hereunder.
- iii. The Service Provider shall, not divulge or disclose to use of the Proprietary Material under this Contract for any purpose unconnected with the Services, without prior written consent of the Authority.
- iv. The Service Provider can only subcontract certain aspects of the Project with prior consent of the Competent Authority and will not require such consent for provision of labour, or for maintenance.



13. Procedure for Disputes and Arbitration

- i. If a dispute(s) of any kind whatsoever arises between the Service Provider and the Authority's Representative 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 30(Thirty) days from the date of receipt of notice under this clause, such a dispute may be referred to arbitration.
- ii. 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 Chairman and Managing Director of the 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;
- iii. 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.
- iv. 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 Service Provider and PMPML agree and undertake to carry out such Award without delay;
- v. If sent by registered post of the last known place or abode or business of the Service Provider shall be deemed to have been served on dated when in the ordinary course of pose these would have been served on or delivered to it.
- vi. If sent by registered post of the last known place or abode or business of the Service Provider shall be deemed to have been served on dated when in the ordinary course of pose these would have been served on or delivered to it.
- vii. No suit or other proceedings relating to performance or breach of Contract shall filed or taken by Service Provider 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.

14. Termination

- i. PMPML, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Service Provider, may terminate the Contract in whole or in part:
 - a. If the Service Provider 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 Service Provider 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 RFP.



- ii. In the event PMPML terminates the Contract in whole or in part for the breaches attributable to the Service Provider, PMPML may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Service Provider shall be liable to PMPML for any increase in cost for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. At any time after the date of signing of Contract, the Competent Authority may investigate each case where the Service Provider has failed to properly perform the services under the Project in accordance with this Contract. The Competent Authority shall issue a notice to the Service Provider, instructing him to rectify the failure within a reasonable time.
- iv. An event of default on the part of the Service Provider, which results from the Service Provider 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 the Service Provider, that, in its opinion, the Service Provider:
 - 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 Service Provider.
- v. Despite previous warning from the Competent Authority, in writing, if the Service Provider 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.
- vi. The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Service Provider fails to correct it within a reasonable period of time determined by the Competent Authority;
- vii. If the Service Provider is in breach of any law or statute governing the Project;
- viii. If PMPML finds the Service Provider has engaged in corrupt or fraudulent practices in competing for or in carrying out the Operations under the Contract;
- ix. The Service Provider is unable to maintain the composition and structure of its organization due any of the following causes:
- a. The Service Provider 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 the Service Provider 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.
- x. If the Contract is terminated because of Service Provider's event of default, the Authority shall be entitled to invoke the Performance Security. If the total amount due to the Authority exceeds any payment due to the Service Provider, the difference shall be a debt payable to the Authority.



- xi. An event of default on the part of the Authority, affecting the performance of the Service Provider's Operations, shall be deemed to have occurred due to any of the following causes:
- PMPML does not make a payment certified by the Competent Authority, within Sixty (60) days from the day of receipt of the Competent Authority's certificate;
 - PMPML instructs the Service Provider to stop providing the services and the instruction is not withdrawn within 03 (three) days; and
 - PMPML is in breach of any law or statute governing this Contract.
- xii. In case of the above defaults from the undertaking the Service Provider 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 14 (fourteen) days after giving the said notice.
- xiii. If PMPML rectifies the default before the expiry of the above notice period or immediately thereafter, the Service Provider's entitlement shall lapse in respect of such defaults and the Service Provider shall resume normal working as soon as possible.

15. Governing Law and Jurisdiction

- This Contract shall be governed and interpreted in accordance with the laws of India.
- The Courts of Pune alone shall have exclusive jurisdiction over all matters arising out of or in respect of the Contract.

16. Risks and Indemnification

- The Service Provider shall indemnify the Authority against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Project and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

17. Force Majeure

- 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.
- 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.



- iii. The Contract shall be interpreted in accordance with and governed by the laws of India. The personnel employed by the Service Provider shall be the sole responsibility and liability of the Service Provider and expenses in connection with their employment shall be borne by the Service Provider. PMPML shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmen's Compensation Act or any other Act (s) applicable. The Service Provider shall comply with provisions of various labour laws enacted by the Central /State Government, as amended from time to time.
- iv. All statutory requirements / obligations there under, as may be applicable to the contract labour, will have to be adhered to by the Service Provider and any failure on his part on this account shall be responsibility of the Service Provider. The Service Provider will abide by rules, regulations, by-laws and statues, imposed by the Government and other local authorities etc. The Service Provider must ensure that the payment of wages / salaries / allowances / overtime etc. shall be subject to the minimum wage rates notified by the State Govt. from time to time. The payment of wages shall be made directly by the Service Provider to his staff and not through Service Providers or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions. Liability on account of non-observance/no-compliance of any statutory requirement shall be responsibility of Service Provider. The Service Provider shall keep PMPML indemnified for any claims/ damages / disputes that may arise under any provision of law at any point of time during the currency of the contract or thereafter for the relevant period.
- v. The Force Majeure Events are:
- War, invasion, mobilisation, requisition or embargo;
 - Rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - 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;
 - Riot, commotion or disorder, unless solely restricted to employees of the Service Provider or of its;
 - Floods and any other calamity resulting from climatic imbalances; and
 - Pandemics and epidemics including Covid-19

Provided always that such events are beyond the control of the Parties and have a materially adverse effect on services under the Project.

- vi. The Service Provider 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.
- vii. Both Parties shall be released from further performance pursuant to any Force Majeure event stated occurring outside the control of both Parties and extending for a period greater than 180 (One Hundred and Eighty) days.



- viii. 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 the Service Provider shall stop their services as quickly as possible after receiving this certificate.
- ix. If and to the extent that any of the Force Majeure events listed in above results in loss or damage to the Fiber Optic Line the Service Provider shall promptly give notice to the Authority. The Authority may direct the Service Provider to rectify this loss or damage to the extent required by the Authority, at costs to be mutually agreed between the Parties. The Service Provider 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 Service Provider shall provide all cooperation required to complete such rectification expeditiously.
- x. 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.
- xi. The obligations and liabilities of the Parties under this Contract would continue as long as Force Majeure event does not impede the performance.
- xii. There shall be no incentive or penalty/liquidated damages applicable in the period of subsistence of a Force Majeure.

18. Hand Over Formalities

- i. At the end of the Contract Period, or its earlier termination except on account of default of the Service Provider, the Service Provider shall handover all data generated and assets created under Project to the Authority.
- ii. The Service Provider shall provide the Authority a detailed account of the total amount that the Service Provider considers payable under the Contract before the end of the Contract Period. The Authority within 30 (Thirty) days of receiving the Service Provider's account shall certify any final payment that is due to the Service Provider or indicate to the Service Provider the corrections or additions that are necessary. If the final account is still unsatisfactory, after the Service Provider resubmits it, the Authority shall decide on the amount payable to the Service Provider and issue a payment certificate.

19. Performance Security

- i. For securing the due and faithful performance of the obligations of the Service Provider under this Contract, the Service Provider, has handed over to the Authority, Performance Security of Rs. 2,47,950 (Rupees Two Forty Seven Thousand Nine Hundred and Fifty Only)) by way of an unconditional and irrevocable Bank Guarantee



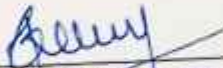
bearing no.0000221BG0000041 dated 27 October 2021 from Bank of Maharashtra for a validity period upto 27 December 2024 as per terms of the RFP, lien marked in favour of Chairman & Managing Director, Pune Mahanagar Parivahan Mahamandal Limited, through a nationalised Bank, payable/encashable, admissible and extendable at Pune only. ("Performance Security").

- ii. The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- a) in the event the Authority requires to recover any sum due and payable to it by the Service Provider, and which the Service Provider has failed to pay in relation thereof; and
- b) in relation to Service Provider's Event of Default in accordance with the terms contained herein.

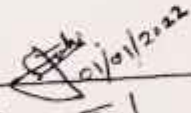
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

For and on behalf of PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED



JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited of the Authority (Name & Designation)
For and on behalf of M/s Ishan Netsol Private Limited

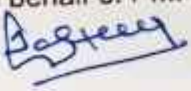


Aditya Joshi - Manager - Bid (Name & Designation)
Desk




Witnesses:

1. (On behalf of PMPML) ✓



टेलिफोन विभाग
पुणे महानगर परिवहन महामंडळ लि.

2. (On behalf of Service Provider)



[Gurjain Kothari]
company Secretary