



महाराष्ट्र MAHARASHTRA

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CE 820646



CONTRACT AGREEMENT To Supply And Installation Of Internet To Mira Bhaingar Municipal Corporation School for one year (Including All Charges like Wi-Fi Router, Cables and all accessories, as per MBMC requirement Free bundle of Static IPS as per MBMC requirement, Bandwidth charge, Local Lead Charge, Modem/Router Charge, Fibre optic cable, On sight Support, Installation and commencing, Maintenances charges & Etc.)

Tender ID (2024_MBMC_1005596_1)

This CONTRACT (hereinafter called the "Contract") is made the 7th day of the month of March 2024 between, MIRA BHAINDAR MUNICIPAL CORPORATION (MBMC) having its Office at Chhatrapati Shivaji Maharaj Marg, Bhaingar (West), Dist. Thane, through its Dy. Municipal Commissioner (Hereinafter called "Authority" (which



161003

जाडपत्र - २

7 MAR 2024

मुद्रांक विक्री नोंदवही अनुक्रमांक

दस्ताचा प्रकार.....दस्त नोंदणी करणार आहे का होय/नाही

मिळकतीचे धाडक्यात वर्णन.....

मुद्रांक विकत घेणाऱ्याचे नाव.....One pit entertainment Limited

हसे असल्यास त्याचे नाव.....Ravi Poddar

पत्ता.....Andhoni (E) सही.....

दुसऱ्या पक्षकाराचे नाव.....मुद्रांक शुल्क.....

मुद्रांक विक्रेत्याची सही (श्री. वायन बोर्डर).....

मुद्रांक विक्रीचे ठिकाण/पत्ता-श्री समर्थ कृपा, ८/२९, भाईंदर शॉपिंग सेंटर, भाईंदर (प.) ४०१ १०१, मुद्रांक क्र. १२०१०४९

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात जाणवणे दखनकारक आहे

7 MAR 2024

expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees) of the M/s. One Ott Entertainment Limited., IN CENTRE, 49/50 MIDC, 12th Road, Andheri (E), Mumbai – 400 093 India. (Hereinafter called the “Contractor” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees) of the Second Part.

WHEREAS

- a. MBMC is the Municipal Corporation for Mira-Bhainder City and is responsible for providing municipal and civic services. Indian Government has launched the campaign of Digital India to improve online infrastructure and offer citizens an easy online government services as well as making India a digitally empowered country in the field of technology.
- b. MBMC invited competitive proposals from eligible bidders vide Tender Notice No. MBMC/Information and Technology/516/2023-24 dated 12/02/2024, for the work of To Supply And Installation Of Internet To Mira Bhaindar Municipal Corporation.
- c. as per the requirement of MBMC and in response there to the Municipal Corporation received proposals from the several bidders including the Contractor for implementing the said work.
- d. Technical Financial proposal of the Contractor Approved by Municipal Commissioner as on 07/03/2024 and to allot the work to the Contractor on the terms and conditions may be decided by MBMC amicably with the Contractor.
- e. Municipal Corporation hereby grants and authorizes the Contractor to implement the said work in accordance with the terms and conditions of this Agreement and also issued Acceptance letter

Whereas

- a) The Authority has selected the Contractor to provide services as per specifications mentioned in the bid document and as defined in the General Conditions of the Contract.
- b) By filling the bid document and signing it the Contractor has agreed to the Authority that they have the required professional skills, personnel, technical and financial resources, and have agreed to execute the items in the bid document on the terms and conditions set forth in this contractual bid document.

NOW THEREFORE the parties hereto hereby agree as follows:

Terms & Conditions:

1. The rates quoted by the contractor are inclusive of all of all taxes Excluding GST and in Rupees only (No foreign currency will be allowed).
2. Income tax and other applicable local taxes will be deducted from the bill submitted



by the contractor.

3. The bill shall be raised after installation and commencement of Leaseline and corporation will do the payment procedure after the bill raised by the contractor.
4. The contractor shall be sole responsible to maintain the working of the internet Lease line that includes Towers, Devices, Switches and other supportive devices and any permission.
5. If required, the contractor has to move the existing system from one location to the other location free of cost.
6. The contractor shall submit a system generated report showing the working of the existing network.
7. After signing the agreement, the successful bidder has to submit a Bank Guarantee of 5% of the value mention in the agreement valid for the duration of the agreement.
8. In case of any dispute about the Contract decision of Commissioner, MBMC shall be final and binding on all the parties.
9. Disputes on a/c of deviation from the terms and conditions are subject to the thane civil courts.
10. The contractor shall maintain the existing Internet lease line up for all the time.
11. In case of problem the engineer should reach to the location and make arrangement to start the system within half an Hour. Failing which MBMC will apply a penalty of Rs. 500/- per hour.
12. The work is Comprehensive, meaning all the required parts are to be provided by the contractor.
13. The delivery challan and installation report of the same should be submitted by the Contrator at Head office, Computer Department.
14. Contractor will have to commence the lease line (Internet) within 8 days from the date of issuing the work order.
15. The rates quoted should be inclusive of all taxes, duties, etc. No price escalation will be allowed due to any reason. The offer should be firm without any uncertain liability.
16. Any compensation or sums payable by the Contractor to the MBMC, under the terms of this contract will be deducted from his bill / security deposit.
17. MBMC reserves the right to terminate the contract any time during execution period if the performance or progress of the work is not found satisfactory.
18. If the contractor fails to complete the work in given time, MBMC may terminate his contract after giving him opportunity.
19. MUX has to be installed within MBMC premises.
20. Bidder Should Provide back up Internet line from other service provider.



21. Internet bandwidth has to be provided by Contractor filtering spyware and viruses at gateway level itself.
22. Bandwidth supplied should be in loop to ensure redundancy and maximum uptime.
23. As per MBMC requirement bandwidth of lease line will be consider.
24. Contractor should provide live IP's as per MBMC's requirement for online applications.
25. The Internet connectivity leased line should have fully dedicated (1:1), unshared & High-Quality symmetric bandwidth without any compression factor through Optical Fiber.
26. The Contrator will also be responsible for any civil / electrical work etc. involved for completion of project and obtaining the necessary permission from the respective authorities. MBMC is not responsible for obtaining any such permission.
27. The Contractor shall provide Service Review Report through software app.
28. The bidder shall provide following reports on the web for reviewing service parameters.

- a. Actual bandwidth
- b. Summary of usage weekly, monthly
& Monthly network bandwidth
availability
- c. To provide web-based interface capable to provide the following reports at the server administrator level in MBMC, Mumbai
Bandwidth Utilization (in Mbps), Bandwidth Utilization (in frames), Errors (frames/sec), Discards (frames/sec), Non- unicast (frame/sec), Bandwidth Availability, Packet loss (in %), Latency

d. Service Support

The Contractor should provide support for trouble shooting on 24X 7 X 365 basis so that the maximum availability of the Internet connectivity is ensured.

99.99% uptime on 24X 7 X 365 basis from MBMC, point to ISP location.
Deduction shall be made from quarterly charges on pro-data basis for connectivity down time beyond 1% during the quarter.

f. Trouble Shooting:

Contractor shall respond with a solution within an hour of reporting of a problem and restore satisfactory operation within maximum of one hour.

g. Service Performance

The following SLA parameters should be adhered to:

- a. Packet Loss < 1%
- b. Domestic Latency < 70 Millisecond during peak traffic hours
- c. Circuit availability 99% (calculated on quarterly basis)
- d. Average latency should not be more than 350ms up to ISP's 1st Tier peering point



e. The interface would be an Ethernet.

The Contractor should furnish a detailed network/ schematic diagram of total proposed solution showing connectivity from ISP's gateway Terminal Point to MBMC Last Mile connection.

29. Security Deposit –

The Contractor shall submit Security Deposit of 5 % of total final cost of Contract (including all) in the form of Bank Guarantee of any Nationalized Bank / Scheduled bank drawn in favour of MIRA-BHAYANDAR MUNICIPAL CORPORATION payable at Bhainder which will be refunded after expiry of contract period. In case of non-performance of and/or violation of terms and conditions of Agreement by the Contractor, the security deposit shall be forfeited by the corporation.

30. Period of contract

The period of contract will be for One years. If contractor works satisfactorily the contract may be extended for further one year with same rates and terms & conditions.

31. Payment Terms: -

- i. 80% Payment per year will be made on Successfully Installation and Commencement of Services. And Balance 20 % payment will be released after successfully completion of the year
- ii. Payment will be released within 45 days from the date of submission of bill by the Contractor.

1 The following documents attached hereto shall be deemed to form and integral part of the Contract agreement.

- a. The complete bid document including the common set of deviation issued from time to time.
- b. Minutes of the pre-bid meeting standard set of deviations/corrigendum, drawing and instructions issued by MBMC.
- c. Any other communications issued prior to signing of the agreement.
- d. Parties to the Agreement agree that the aggrieved party to the present Agreement can refer their dispute to the Court of Law having jurisdiction of Thane. Accordingly, any relevant provision in the bid document regarding the arbitration clause shall stand deleted.
- e. Parties to the Agreement agree that MBMC shall pay Goods and Service Tax as actual separately if applicable to the contractor.
- f. The Contract period shall be of One year commencing from date of work order.

NOW IS HEREBY AGREED between the parties hereto as follows:

- a. The contractor has accepted the contract on the terms and conditions set out in the RFP No: MBMC/Information and Technology/516/2023-24 dated 12/02/2024 (2024_MBMC_1005596_1) and all subsequent communications through letters / emails and clarifications/corrigendum issued which shall hold good during period of this agreement.



Refund of deposit shall be based on the timelines, terms and conditions as has been specified in the RFP/LoI and shall form a part of the contract. In absence of any time line specified the deposit shall after the expiration of 180 days from the date of completion of the contract, be returned to the contractor but without interest and after deducting there from any sum due by the contractor to MBMC under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of One year from the date of entering into the contract, but MBMC may cancel the contract at any time upon giving 30 days' notice in writing without compensating the contractor

All terms and conditions as specified in the RFP, clarifications / corrigendum issued in regards to the: MBMC/Information and Technology/516/2023-24 dated 12/02/2024, (2024_MBMC_1005596_1) as has been mentioned above in the document shall stand enforce unless has been expressly agreed to in writing by both the parties.

The Contractor shall be responsible to abide and shall be liable to deliver the requirements/deliverables as has been specified to in the RFP, clarifications/corrigendum issued in regards to the RFP.: corrigendum issued in regards to the: MBMC/Information and Technology/516/2023-24 dated 12/02/2024, (2024_MBMC_1005596_1) and Letter of Acceptance No. MBMC/IT/327/2023-24 dated 07/03/2024.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day & year first above written.

FOR AND ON BEHALF OF

MIRA BHAINNDAR MUNICIPAL CORPORATION

Through Dy Commissioner

Shri.Sanjay Shinde

Witness:

1. Rajkumar Ghant
2. Sanjay Shinde

FOR AND ON BEHALF OF

M/s. Oneott Entertainment Limited.,
(Authorised Signatory)



Witness:

1. Ravi P. Deshi
2. BACOSHWAAR Mishra

सन 2023 / 2024 करारनामा नोंदवही
अनु. क्र. 996 दि. 20/03/24 अन्वये
नोंद करणेत आली

महानगरपालिका
मिरा भाईंदर महानगरपालिका

साक्षीद्वार -

- 1) अनिकेत मानोरकर, (अति. आयुक्त)
- 2) दिपक खांबीत, (अति. अभियंता)