



मिरा भाईंदर महानगरपालिका

स्व.इंदिरा गांधी भवन, मुख्य कार्यालय,छत्रपती शिवाजी महाराज मार्ग, भाईंदर पश्चिम, ता.जि.ठाणे, ४०११०१



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संगणक विभाग

जा.क्र.मनपा/संगणक/ ४२५ /२०१७-१८

प्रति,

श्री. कृष्णा सी. गुप्ता

एस/१०६, पटाडिया कॉम्प्लेक्स,

उत्तन रोड, भाईंदर (प),

ठाणे - ४०११०१

विषय:- माहिती अधिकार अधिनियम २००५ अंतर्गत दाखल प्रथम अपिलाबाबत..

संदर्भ :- जा.क्र. माअधि/अपिल/११/२०१८, दि.०८/०२/२०१८ रोजीचे पत्र

महोदय,

उपरोक्त संदर्भिय विषयान्वये माहिती अधिकार अधिनियम २००५ अंतर्गत केलेल्या प्रथम अपिलाबाबत प्रथम अपिलीय अधिकारी यांच्या दालनात दि.०९/०२/२०१८ रोजी सुनावणी झाली. सदर सुनावणी दरम्यान प्रथम अपिलीय अधिकारी यांनी दिलेल्या निर्णयानुसार आपण मागितलेली माहितीचा तपशिल खालीलप्रमाणे

अ.क्र.	मागितलेली माहिती	देण्यात आलेली माहिती
a.	Please give me the information of total expenditure done on the MBMC"s website, along with contractor/service provider/company name.	पान क्र. ०१ वर
b.	Give the contract/terms and condition/agreement copy	पान क्र. ०२ ते २८
C.	Giver information of how many times the Website https://www.mbmc.gov,in is updated, if any payment has been initiated for website updating then give the Bill Copy	पान क्र.२९ ते ३४

वरील पान क्र.०१ ते ३४ ची माहिती सोबत जोडून देण्यात येत आहे.

(श्री.राजकुमार एम.घरत) सिस्टीम मॅनेजर

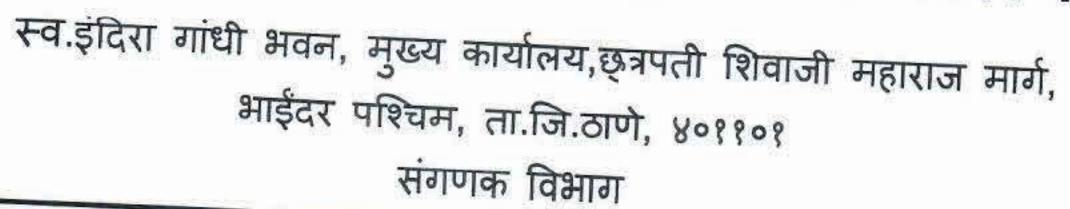
मिरा भाईंदर महानगरपालिका

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मिरा भाईंदर महानगरपालिका





जा.क्र.मनपा/संगणक/824 /२०१७-१८

दि.9४ / २ /२०१८

प्रति,

श्री. कृष्णा सी. गुप्ता एस/१०६, पटाडिया कॉम्प्लेक्स, उत्तन रोड, भाईंदर (प), ठाणे - ४०११०१

> विषय :- माहिती अधिकार अधिनियम २००५ अंतर्गत दाखल प्रथम अपिलाबाबत.. संदर्भ :- जा.क्र. माअधि/अपिल/११/२०१८, दि.०८/०२/२०१८ रोजीचे पत्र

महोदय,

उपरोक्त संदर्भिय विषयान्वये माहिती अधिकार अधिनियम २००५ अंतर्गत केलेल्या प्रथम अपिलाबाबत प्रथम अपिलीय अधिकारी यांच्या दालनात दि.०९/०२/२०१८ रोजी सुनावणी झाली. सदर सुनावणी दरम्यान प्रथम अपिलीय अधिकारी यांनी दिलेल्या निर्णयानुसार आपण मागितलेली माहिती पान क्र. ७९ ते ३ ४ सोबत जोडून देण्यात येत आहे.

(श्री.राजकुमार एम.घरत) सिस्टीम मॅनेजर मिरा भाईंदर महानगरपालिका दूरध्वनीः २८१९२८२८ / २८१९३०२८ /२८१८१८१८३ /२८१८१३५३ / २८१४५९८५

फॅक्सः २८१९७६३६

मिरा - भाईंदर महानगरपालिका ०९

मुख्य कार्यालय भाईंदर

MIRA BHAINDAR MUNICIPAL CORPORATION

स्व.इंदिरागांधी भवन, छत्रपती शिवाजी महाराज मार्ग, भाईंदर (प), ता.जि.ठाणे-४०११०१.

जा. नं. मनपा केंग्राविक एप ३०१६-१५

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दिनांक: ९८/०६/५०१६.

//कार्यादेश //

प्रति,

मे.वेबियन टेक्नॉलॉजीस प्रा.लि.

युनिट नं. ३०१, संभाव आय.टी. पार्क,

रोड नं.२, वागळे एम.आय.डी.सी.

ठाणे (प.) ४००६०४.

विषय :- मिरा भाईंदर महानगरपालिकेचे स्वतंत्र संकेतस्थळ देखभाल दुरुस्ती, अदयावत व निवन विकसीत करणेबाबत.

(Annual Technical Support, Upgradation and New Development in MBM Website)

संदर्भ :- १) मा. आयुक्त साो. यांची दि. १२/०२/२०१६ रोजीची मंजुरी.

२) दि.०१/०५/२०१६ रोजीचा करारनामा.

मिरा भाईंदर महानगरपालिकेचे स्वतंत्र संकेतस्थळ देखभाल दुरुस्ती करणे, अदयावत करणे व नविन विकसीत (Annual Technical Support, Upgradation and New Development in MBM Website) करणेकामी आपणांस खालीलप्रमाणे कार्यादेश देण्यांत येत आहे.

अ.फ्र.	तपशिल	दर (वार्षिक) रु.
3.	मिरा भाईंदर महानगरपालिकेचे स्वतंत्र संकेतस्थळ देखभाल दुरुस्ती करणे, अदयावत करणे व नविन विकसीत करणे. (Annual Technical Support, Upgradation and New Development in MBM Website)	হ. ३,८५,०००/-

वरील प्रमाणे मनपाचे स्वतंत्र संकेतस्थळ संगणक विभागाशी संपर्क साधुन देखभाल दुरुस्ती करणे, भेद्रयावत करणे व

04/07/2016

उपायुक्त(मु) संगणक विभाग मिरा भाईंदर महानगरपालिका.

AGREEMENT FOR Implementation of Enterprise Information portal

(Annual Technical Support, Up gradation and New Development in MBMC Website(www.mbmc.gov.in))

This Agreement is made on this 29 day of April of the year 2016, at Bhainder, Dist. Thane

Between

Webian Technologies Pvt Ltd, Unit No. 301, Sambhav IT Park, Road No. 2, Wagle MIDC, Thane(West) 400604 India. (Hereinafter called "The Contractor" which expression shall unless excluded by or repugnant to the context including his successor or successors or assigns for the time being holding the office of Contractor) of the FIRST PART

AND

For Webian Technologies Pvt. Ltd.

Director

Mira-Bhainder Municipal Corporation, having its Office at Chhatrapati Shivaji Maharaj Marg, Bhainder (W), Maharashtra – 401 101, through its Deputy Municipal Commissioner, (Hereinafter called "the Corporation" which expression shall unless excluded by or repugnant to the context including his successor or successors or assigns for the time being holding the office of Commissioner) of the Second Part.

Whereas the Corporation has successfully launched its Citizen Facilitation Center by implementing selected E-governance modules and started rendering various services to its citizen.

Whereas WEBIAN TECHNOLOGIES PVT LTD, the First Part submitted its techno-commercial proposal dated ----- with the Corporation for implementing the Enterprise Information Portal.

AND WHEREAS the parties hereto are desirous of recording terms and condition agreed by the parties hereto and as hereinafter appearing.

NOW THIS AGREEMENT WITHNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

The Contractor and Corporation have accepted this Agreement on the terms and conditions set out below, which will hold good during the tenure of this Agreement as follows:

Definitions:

For the purpose of this Agreement, the following terms shall bear the meanings assigned to them hereunder and such definitions shall be applicable to both the singular and plural forms of such terms:



"Agreement" means this document entered into between the Contractor and the Corporation as recorded in this agreement signed by the Contractor and the Corporation, including all attachment and annexures thereto and all the documents incorporated by reference therein.

"EIP" means the Enterprise Information Portal software module.

"Proposal" means the Contractor's techno-commercial proposal dated 28/10/2015 and 04/02/2016 submitted to the Corporation after identifying the areas of customization required fo implementing EIP at MBMC, along with all the technical and commercial terms and conditions. The technical proposal identifies the functionalities of EIP required by the Corporation.

"Project" means implementing above-mentioned EIP module at MBMC with reference to the Proposal mentioned in clause 1.3 above.

"Signed-Off Documents" means various documents like Acceptance Test Plans, Training Schedule, Acceptance Criteria Documents, which are created and mutually agreed upon during the tenure of this Project. Once a Signed-off Document is created, it is binding on both the Contractor and the Corporation.

"LAN" means Local Area Network.

"WAN" Means Wide Area Network.

"ATS" Means Annual Technical Support.

"UAT" means User Acceptance Test.

- Tenure of Agreement
 This Agreement will remain in force until the completion of the warranty year for the EIP.
- 3. Project Commencement Date



The date of commencement of the project will be the date of the signing of this agreement.

4. Contract Value

The Contractor proposes a price of Rupees Three lacs Eighty Five Thousand only (Rs.3,85,000/-) to execute this engagement.

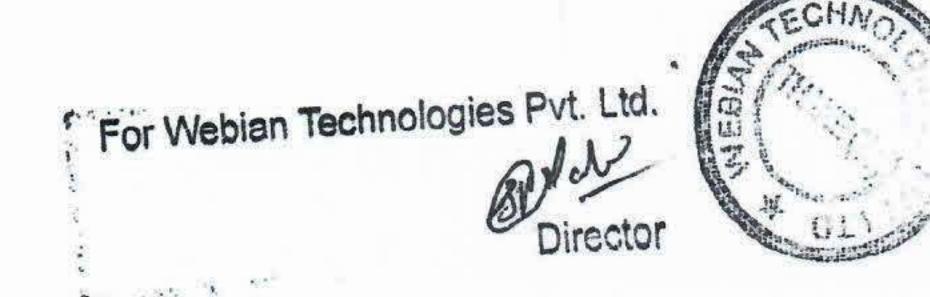
5. Taxes & Duties

All Taxes including Service Tax, Value Added Tax, Duties, Works Contract Tax (if applicable) and any Statutory Levies or Duties by Statutory Levies or Duties by State or Central Government, if leviable would be borne by Contractor.

6. Payment Terms

Payment Terms

Activities	Expected Time of Completion	Fees payable (%of Implementation Cost)
Submission of final SRS for the Website as per Scope of work	15 days	10%
Integrated Solution UAT/Demo-for the applications modules	15 days	10%
Monitoring of steady state operations of intergrated solution for 30 days after Go-live	Next 30 days	20%
Successfully steady operation for next 30 days	Next 30 days	20%
Successfully steady operation for next 30 days	Next 30 days	20%
Successfully steady Operation for next 30 days	Next 30 days	10 %
Balance 10 % payble after 12 months and Successfully completion of work	5.5- 201 - 20 - 201	10%



Scope of Work/Services 7.

- The Scope of Services provided by the First Part in its proposal date 28/10/2015 and 06/02/2016 shall be considered as part and parcel of this Agreement. However the scope of services may vary as per the actual requirement of the Second Part. The amended requirement/scope of work to be considered as part and parcel of this Agreement. Any change in the scope of services once finalized will have final impact. The same will be taken up as part of change management process. The cost and timeline impact will be mutually discussed and agreed. Only agreed change items will be taken for development.
 - Mira Bhaindar Municipal Corporation has its Head Office Situated at Late. Indira Gandhi Bhavan, Chatrapati Shivaji Maharaj Marg, Bhaindar (West) Dist Thane. There area is divided into 6 Ward offices.
 - Being JNNURM City, MBMC has implemented in house developed e-Governance Module for Website having domain name www.mbmc.gov.in with
 - The tender is being called for Annual Technical Support, Upgradation and new development in MBMC Website(www.mbmc.gov.in) are being used by Mira Bhaindar Municipal Corporation in their day to day work.
 - The successful bidder has to make arrangement for successful running, Maintain, Development of the above mentioned systems at all time.
 - Smoothly running Existing website
 - New development requirement as per MBMC
 - Major changes
 - Content Management
 - Customization in existing website defect and bugs resolution to obtain security certification for website from agency appointed by govt. Of Maharashra by bidder and expenses should be borne by bidder.
 - Usability enhancement
 - Business ruls enhancement



- Data base management backup
- Training to staff
- Enhancement in existing functionality
- Users and system documents
- Up gradation of existing website as per central government guidelines for desiability (WCAG) 2.0 for physical desirable person.
- Other requirement by mbmc
- Development of website as per govt. Guidelines and amendments.
- Development& customization of Online Payment gatway for property, water, birth death, LBT
- Before starting the development/coding of the website, the developers are required to complete.
- eGovernance 0.0 certification and the 5 Day eGovernance Standards
 (Localization, GIGW and Accessibility) training to be mandated in all the website
 development RFPs. Awareness for the staging environment and the APIs used as
 a part of SDC such as Name/Address Databases, SMS gateway, Payment
 Gateway, GIS, etc shall be provided as a part of the training. The training
 certificate shall be valid for 3 years. Renewal of certificate shall be made
 available online. Training would be provided free of cost, however,
 travel/lodgingexpenses, etc. will be borne by the developer/bidder.
- Training to also include Level 0 check for Top-10 vulnerabilities as per OWASP.
 Training would be provided free of cost, however, travel/lodging expenses, etc.
 will be borne by the developer/bidder.
- Intellectual Property Rights(IPR) of the source code will vest solely with the Mira Bhaindar Muncipal Corporation

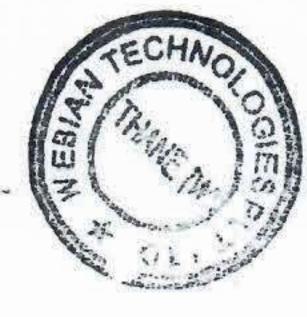


- However, such a system will not be allowed to be misused by quoting same software to other districts or departments, as MBMC may provide the same free of cost to other Departments.
- Representatives of software developers working on the project must sign the Non-Disclosure Agreement (NDA) with project owner of concerned department.
- Website Development Guidelines November 2013
- Development Phase
- Website needs to be Bilingual i.e. Marathi and English. By default, the webpage should open in Marathi
- language.
- Website should be developed with gov.in or mbmc.gov.in extension.
- Website should run independent of IP Address. i.e. IP Addresses should be not be hard coded in the
- source code/configuration.
- Website should be IPv6 compliant.
- Website should be able to open in all six ways. For example,
- https://www.mbmc.gov.in
- http://www. mbmc.gov.in
- www. mbmc.gov.in
- https:// mbmc.gov.in
- http:// mbmc.gov.in
- mbmc.gov.in
- Website should be running on SSL i.e. http request should automatically get redirected to https
- Website should be compatible to run on multi server environment for load sharing

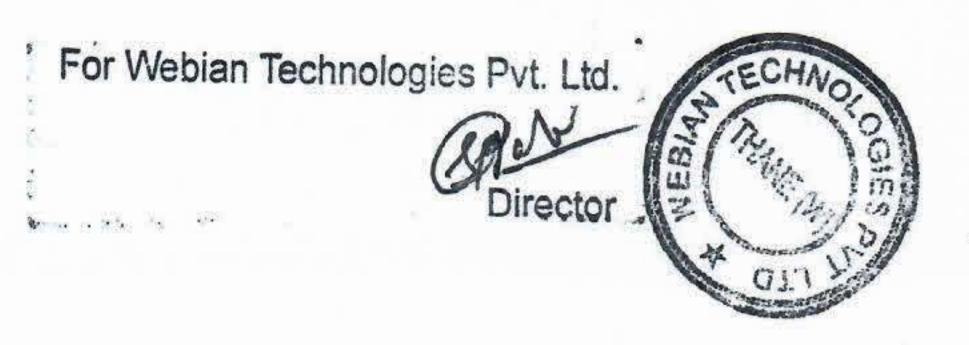
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Director

For Webian Technologies Pvt. Ltd.



- Website should be compatible for accessibility from any device, any Operating System and any browser.
- Platform used for Website such as OS, DB, Java, etc. software should be N-1 where N is the latest version prevailing. CAPTCHA should be present for web pages with form field such as feedback form, registration form etc.
- Logging to be enabled for Web Server / DB Server.
- Password should not be hardcoded in any website configuration files or stored in plain text.
- Website should be in compliance with:
- eGovernance Standards of Government of India:
- Technical Standards for Interoperability Framework for e-Governance (IFEG) in India Version 1.0
- MDDS- Demographic Standards
- Character Encoding
- Font Standard
- eGov.BIDS
- eGov.BIDS
- eSAFE-ISF01, eSAFE Framework (and associated documents)
- Guidelines for Usage of Digital Signatures in e-Governance
- FMG
- Policy on Open Standards for e-Governance
- Framework for Mobile Governance
- e-Governance policies of Government of Maharashtra
- Guidelines of Indian Government Website (GIGW)
- WCAG 2.0
- W3C
- Other e-Governance standards of Government of India (egovstandards.gov.in)



Hosting the EIP and the domain name etc. that may be require for launching the EIP.

Cost of hosting Bourne by MBMC.

Software System Background:

As mentioned earlier the system is developed in house; hence MBMC has the source codes for Property Tax, Water Tax and Birth and Death Database Management modules And SMS Application. And the source codes are the property of the Corporation. Also the database for the same is owned and maintained by MBMC.

Scope of the Service:-

The scope of software support services for defects resolution and incorporating minor changes will be as per the functionality of the e-governance software modules, which have been certified by MBMC through the User Acceptance Test Certificate issued to Successful Bidder and subsequently implemented at MBMC.

Defects Resolution:-

Defects, if any, arising in these software modules, exhibiting deviation from the defined result/process as per the User Acceptance Test

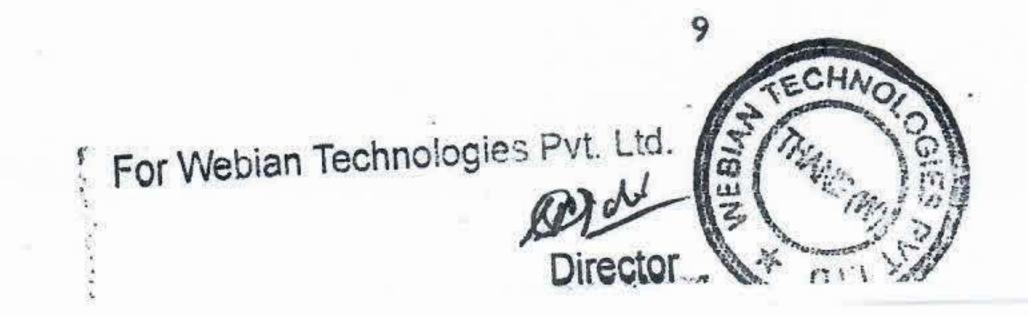
Certificate issued by MBMC to Successful Bidder will be resolved during the period of the Work Order through the Software Developer who will be based in the Development Center of Successful bidder.

Minor and Major Changes:-

The term minor changes means all those changes in the software that can be done without affecting the design of the software modules or the database structure or usability of the existing user interface or business process already approved by MBMC

The term Major changes means new development in application, new services development, development of front end tools, Mis, online payment API and integration.

Warranty



The warranty period for bug fixes shall be 12 months offshore. The warranty period begins from the date of installation of software.

7. 2 User Acceptance Test (UAT) Methodology:

The User Acceptance Test (UAT) Methodology will be as specified below:

The UAT Plan will be prepared by Contractor and will be approved by Corporation.

UAT Criteria document shall be prepared by Contractor, discussed & finalized by Corporation within 15 days of the receipt of documents

Actual UAT is performed by Corporation keeping the UAT Criteria Document as reference.

Any defects arising out of the UAT will be notified by Corporation in writing within a period of 10/15 days to Contractor. Contractor will resolve these defects and release appropriate patches & demonstrate the effect to Contractor.

Corporation shall issue the User Acceptance Test Certificate for the UAT indicating the final acceptance of the EIP within 15 days.

Deployment of the EIP on the IT Infrastructure provided by Corporation as detailed below The EIP will be deployed on the IT infrastructure provided by Corporation as per the following technology environment.

7.3.1 Technology Environment.

7.3.1.1 Application Software Specification

The software platform will be based PHP 5.3 and My SQL 5

Application Software	Platform
Front End	Browser Based (Internet Explorer 7.0 or



	Netscape Navigator 6.0)			
Server Operating System	Linux Server Enterprise Edition or latest			
Client Operating System	Any Operating System			
User Interface & Business Date	English Only .			

7.3.1.2 Portal Hosting Environment

Application Software	Platform
Server Operating System	Linux Operating System
Database Server Software (RDBMS)	My SQL 5
Web Server Software	Apache Web server

7.3.2 Pre-requisites

All the necessary Infrastructure should be ready in advance for Networking, Implementation, Application Deployment, and Training etc.

The installation of necessary Hardware (desktops, switches etc.) Network Components & Network connectivity (LAN & WAN) should be ready before installation of the EIP.

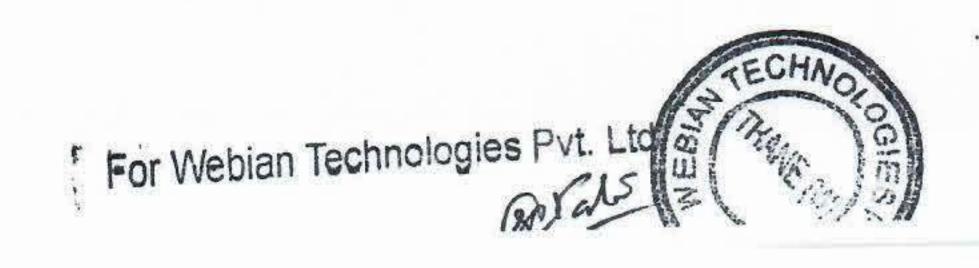
Security policy for EIP should be defined in advance and should clearly describe what will be permitted and not permitted. Random audit should be done to confirm that the security implemented.

Contractor will not be responsible for downtime due to Hardware Failures, Network Failures, Power Outages, VPN Failure and Natural Calamities, delay in instructions or directions etc.

Corporation will ensure stable & reliable (i.e. uptime of at least 99.9%) Internet Connectivity by signing necessary Service Level Agreement with the Internet Service Provider(s).

Train two designated System Administrator of MBMC for managing the EIP

Training will be provided to 2 system administrators of MBMC at Corporation free of cost. The training duration will be of 5 days. The training will be provided on the following aspects:-



Portal Overview 1

Managing Data/content on EIP

System Administration activities like Database Management, Back up, System configuration etc.

Defect Warranty Support for One Year

Defect Warranty for EIP will be for a period of one year and will commence from the date of certification of successful implementation/installation of software.

Contractor will resolve any defect arising in the EIP at no additional charge to Corporation during this warranty period for the given scope. The defect warranty support will cover the following activities:

Demonstrate the system after installation of patches and obtain Corporation's acceptance on the service report.

Guidance would also be provided to the Corporation's system Administrator through Telephonic Discussion and Email.

These activities will be done onsite at Corporation.

The scope of services for defects resolution will be as per the functionality of the EIP as certified by Corporation through the user Acceptance Test & detailed in Clause 7.1 of this Agreement.

If Corporation's requirement leads to the development of a system/ sub-system that requires changes in the database structure of EIP or changes in the usability of the existing user interface or change the approved business process or addition of screens etc. then such a requirement will be covered under the procedure for handling System Change Order (SCOs) detailed in Clause 7.6 below.

System Change Orders (SCOs)



"System Change Order (SCOs)" may be classified in one or more of the following categories of changes / enhancements.

Business Rule Enhancements

Changes in the business Rules in any of the already proposed or accepted modules of EIP due to changes in business processes or government rules and regulations or both etc.

-Enhancements in Existing Functionality

Changes in the Existing Functionality in any in any of the already proposed or accepted modules of EIP due to changes in business processes or government rules and regulations or both etc.

-Usability Enhancements

Changes in the usability of the Application Software in any of the already proposed or accepted modules of EIP due to changes in business processes or government rules and regulations or both etc.

-New Requirements

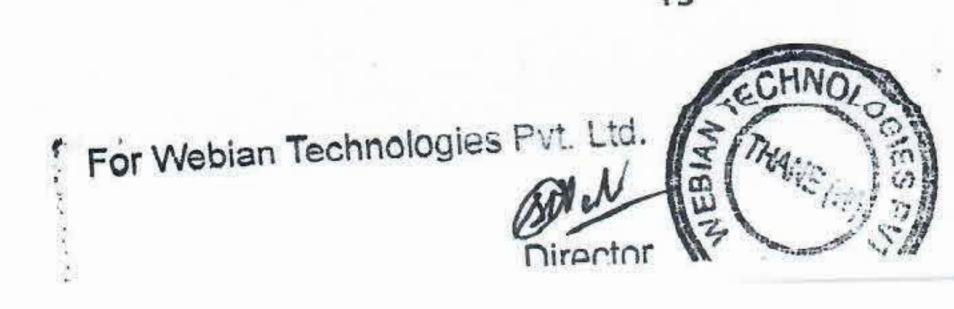
New Requirements due to changes in business processes or government rules and regulations or both etc. leading to new interfaces or database design changes or business library creation etc.

The methodology of executing these SCOs will be as stated below:-

SCOs shall be proposed by Corporation's designated official in writing to Contractor's Consultants

On receipt of such an SCO, Contractor's Consultant will conduct an impact analysis leading to estimation of effort & estimates.

These estimates will be communicated to MBMC's designated official by Contractor's Consultant. On receipt of Corporation's acceptance of these estimates in writing, Contractor's



Consultant will commence work for implementing these SCO as per the mutually agreed priorities.

The procedure for JAT for the SCO will be as specified in Clause 1.2 of this Agreement

User & System Documentation

These shall be a user-friendly user manual document prepared for the EIP module. One Hard-copy and one Soft-copy on a Compact Disk will be handed over to MBMC after the certification of Implementation.

9. Annual Technical Support

Corporation may enter into a separate agreement at a later date, for Annual Technical support with Contractor for the EIP module implemented at Corporation on mutually agreed terms and conditions.

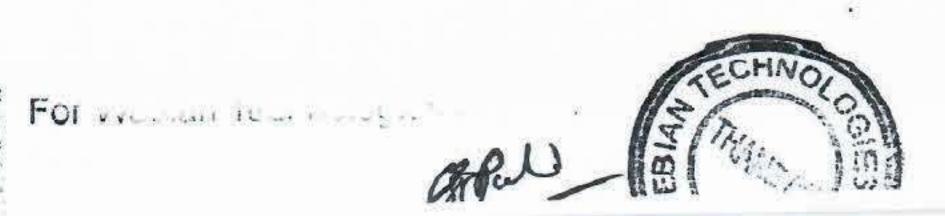
10. Exclusions in Cost / Contract Value

Contractor's responsibility will be limited to the scope of work detailed in clause 7 of this Agreement. All other activities and costs are excluded. The Contract value specifically does not include the following:

All requisite Hardware, Networking Equipment and licensed packaged softwares required for implementing and operating EIP like operating systems such as Windows 2000/XP etc., Network operating system like Windows NT etc., Back-end like, My SQL5, Oracle 9i, Oracle 9 S and Front-end like Developer 2000 etc. which are to be procured and provided by MBMC.

Services of an Internet Service Provider.

Any other software development

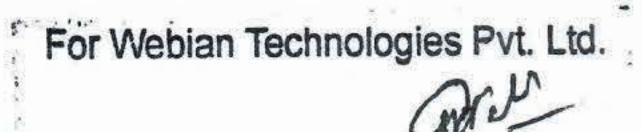


- . Any other Non-Software Development / Implementation Related Activities in this Project.
 - Establishing a local area Network or laying of local Area Network Cables.
 - Cost of any other IT services apart from those detailed in Clause 7 of this Agreement.
 - Hardware and networking support
 - Consumables like Floppies, CDs, DATs, Pre-Printed and other Stationery etc.
 - Cost of any other non-IT services / implementation related activities.
- 12. Project Period & Delivery of Web Modules
- 12.1 The project period for implementation of the Web modules will be 15 calendar days from the date of MBMC work order.

 WEBIAN TECHNOLOGIES PVT LTD will supply the customized EIP software module in CD form to MBMC within 15 days from the date of purchase order.
- MBMC agrees to the rendering of these IT services solely through the bidder. MBMC will take recourse to the appointment of any other consultant or Agency for all the IT services covered under this Agreement.
- 13. Project Deliverables

Sr	Milestone	Deliverables	for	MBMC Deliverables
~				PASSES OF THE PA







No.		WEBIAN	
		TECHNOLOGIES	
		PVT LTD	
	Project Initiation	Provide project	Portal steering
		initiation plan	committee including
			Nodal Officer for the
			Decision Making and
			Supervision
2	Customization of the WEBIAN	- Customized EIP	-Nil-
	TECHNOLOGIES PVT LTD 's EIP	for MBMC	
3	Hosting Infrastructure Readiness	Testing and	H/W, Packaged S/W
		Launching efforts	and N/W required for
		by Contractor	testing and launching
			and the portal
4	Deployment of Portal on the	- Installation and	-
	MBMC Hosting Infrastructure	Configuration	*
		- Onsite Testing	
5	User Acceptance Testing at MBMC	- User Acceptance	- Approval of user
		Test plan	Acceptance test plan
		- User Acceptance	and User Acceptance
		test criteria	Test Criteria Document
		Document	- Defects observed
		- Incorporate the	During the UAT
		Defects	- Final system
	48	Encountered in	Acceptance Certificate
		Enduring such test	
6	Training	- Training Plan for 2	2 - Providing necessary
		system	infrastructure for
		administrator	t training
		MBMC	- Training Completion
	A Company of the Comp	1 T	184

	- Training Feedback forms	certificate .
		- Launching &
Go-Live	- Support and	
		Inaugurating the EIP
	and Required by	
	MBMC	
Defect Warranty	12 Months Defect	- Defect Logs
	Warranty will be	- Acknowledgement of
	provided for the EIP	Fixed / Patched Defects
	from the launch	- Defect Warranty
	Date	Completion Certificate
	Such support will be	
	provided from	
	WEBIAN	
	TECHNOLOGIES	
		S
		r
	development cente	
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14. MBMC's responsibility in Project Execution

MBMC will communicate the accepted forms and conditions as well as scope of the project to all its Heads of Departments and other officials necessary for the successful implementation of this project.

MBMC will nominate one person as Project Coordinator from MBMC who will function as the nodal officer for this project and be a single-point contact with WEBIAN TECHNOLOGIES PVT LTD and its consultant.



This Project Coordinator will be responsible for co-ordination between WEBIAN TECHNOLOGIES PVT LTD responsible for rendering all possible assistance to WEBIAN TECHNOLOGIES PVT LTD and WEBIAN TECHNOLOGIES PVT LTD 's Consultant for successful implementation of this project.

Any communication issued by the project coordinator will be deemed to have been issued by MBMC and will be considered to have the necessary authority of MBMC.

MBMC will arrange for all the necessary infrastructure for the implementation such as server, LAN, WAN connecting the various offices, packaged software, Power Protection etc.

MBMC will provide able and efficient Hardware and packaged software related support.

MBMC implement changes if any, recommended in the technical proposal submitted by WEBIAN TECHNOLOGIES PVT LTD, in its processes, formats and parameters to adapt the above software modules of WEBIAN TECHNOLOGIES PVT LTD.

MBMC will do the History Data Entry independently through its personnel.

This computerization project will be executed based on the principles of concurrent engineering. Hence, wherever possible the various activities will be executed simultaneously in a parallel manner. MBMC will identify its role and responsibilities for each concurrent activity and follow it scrupulously.

MBMC will ensure that the project plan submitted by WEBIAN TECHNOLOGIES PVT LTD / WEBIAN TECHNOLOGIES PVT LTD 's is strictly adhered to.

MBMC will make available a temporary conductive project site office/s with necessary computer setup with equipment in running condition like required computer hardware including server and clients, peripherals like printers etc., system software / run-time software, packaged



Hardware/ Equipment/ Circuits, Furniture & Fixtures, Data for Test Data Entry, and other such equipment that may be required to implement modules successfully. WEBIAN TECHNOLOGIES PVT LTD will communicate these requirements in writing to the Project Coordinator nominated by MBMC. The conducive sites for computers will have to be created by MBMC with appropriate and adequate electrical supply. MBMC will also provide a separate setup for discussions with MBMC and Testing of Software. MBMC will provide exclusive access & control at the development setup to WEBIAN TECHNOLOGIES PVT LTD.

MBMC will provide the necessary infrastructure and space as requested by WEBIAN TECHNOLOGIES PVT LTD for providing training to MBMC sites.

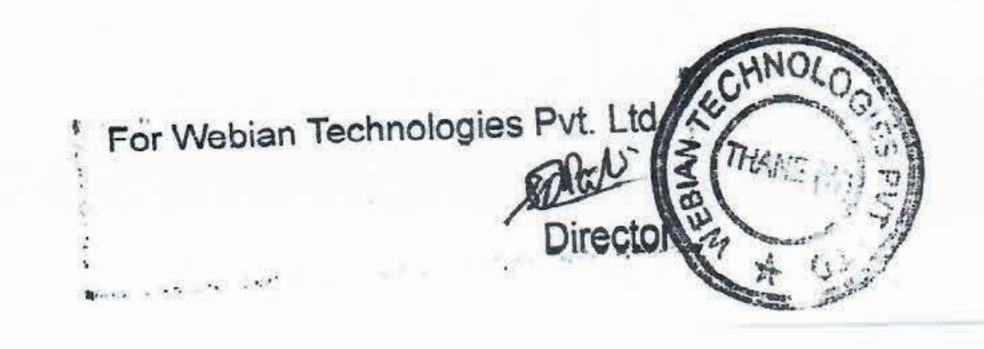
MBMC shall identify and prepare a list of staff to be trained by WEBIAN TECHNOLOGIES PVT LTD as Trainers, who in turn will train rest of the MBMC staff.

MBMC will have to ensure that critical activities liked site preparation, hardware procurement etc. are completed in time bound manner to synchronize with PERT/implantation schedule.

MBMC will ensure that all critical communications will be done in writing with WEBIAN TECHNOLOGIES PVT LTD to avoid ambiguity e.g. Project schedule, List of training participants, confirmation of allocation of H/W and peripherals, users and their access tights, verification and authentication of data entry etc.

MBMC shall be solely responsible for regularly preparing and uploading the data on the EIP.

The initial content required for the launch of the portal should be delivered to WEBIAN TECHNOLOGIES PVT LTD in the format and within the time period discussed and agreed between MBMC and WEBIAN TECHNOLOGIES PVT LTD.



15. WEBIAN TECHNOLOGIES PVT LTD 's responsibility in Project Execution

WEBIAN TECHNOLOGIES PVT LTD shall responsibility in Project Implementation.

WEBIAN TECHNOLOGIES PVT LTD shall nominate a Project Coordinator who will be a single point of contact and will represent WEBIAN TECHNOLOGIES PVT LTD for the purpose of report, billing and other correspondence during the tenure of this Agreement.

A project schedule shall be developed and submitted to MBMC by WEBIAN TECHNOLOGIES PVT LTD after the signing of this agreement. This chart will act as a broad guideline for the project. WEBIAN TECHNOLOGIES PVT LTD shall, from time develop further schedules and responsibilities statements as per the on-going phase of the project.

Webian Technologies Pvt Ltd. will comply with the deliverables stated in Clause 7 of this Agreement.

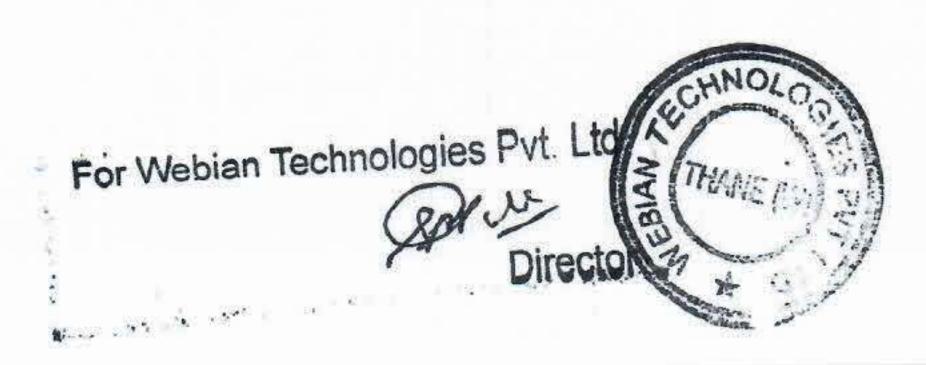
WEBIAN TECHNOLOGIES PVT LTD shall submit its bill/invoices with the necessary relevantdelivery/implementation/completion certificates to the project coordinator nominated by MBMC after the launch of the EIP.

WEBIAN TECHNOLOGIES PVT LTD shall provide documentation as list of actionables as part of MBMC's responsibilities in project execution. These actionables by MBMC are as envisaged by WEBIAN TECHNOLOGIES PVT LTD while entering into this agreement. During actual project implementation there may be some more specific actionables by MBMC, which WEBIAN TECHNOLOGIES PVT LTD will bring to the notice of MBMC at the appropriate time.

16. Source Code

The EIP software module will be delivered and implemented and the source code for this module will be supplied separately in a CD.

17. Ownership of Data



The databases will be owned and maintained by MBMC. MBMC will be the owner of all data, and transactions in any form kept at the CFC or its computer setup, i.e. in electronic form of\r physical form such as paper etc.

18. Information Technology Services

shall execute all the IT services required for WEBIAN TECHNOLOGIES PVT LTD implementing the software modules.

19. Limitations of Liability

The EIP software delivered and implemented by WEBIAN TECHNOLOGIES PVT LTD will be only with the specific customization stated in WEBIAN TECHNOLOGIES PVT LTD 's technical proposal submitted to MBMC. MBMC will implement changes if any, recommended in the technical proposal submitted by WEBIAN TECHNOLOGIES PVT LTD, in its processes, formats and parameters to adapt to the EIP software module.

Neither party shall be liable to the other for any indirect, incidental, special or consequential or punitive damages, however caused arising under this Agreement which includes but is not limited to lost profits, lost business revenue, failure to realize expected savings or other commercial or economic losses.

Survival of Obligations

All the unfulfilled obligations of either Party, under this Agreement shall continue to survive even after termination of this Agreement or expiry of this Agreement at the end of its tenure.

20. Indemnity

Each Party agrees to indemnify and hold harmless the other Party against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting directly or indirectly, from any of this act or omission, its employees or its agents in fulfilling its obligation



under this Agreement The Parties agree that upon the signing of this Agreement, both the Parties shall work together as per this definitive Agreement.

21. Limitation of liability

In no event the total liability of Webian Technologies Pvt Ltd under this contract or arrangement shall exceed the total amount received by Webian Technologies Pvt Ltd from MBMC for a period of twelve months or the amount received by Webian Technologies Pvt Ltd for the period of the SOW under which a claim is made, if the period is less than twelve months.

22. Confidentiality

WEBIAN TECHNOLOGIES PVT LTD shall hold date Information both MBMC, obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of MBMC.

WEBIAN TECHNOLOGIES PVT LTD and MBMC shall maintain in strict confidence any information relating to the terms and conditions of this agreement as well as the business operations and affairs of MBMC of WEBIAN TECHNOLOGIES PVT LTD and their affiliates and shall not provide access to such information to any third party. This obligation shall expire 3 years after termination of this agreement.

MBMC shall ensure due secrecy related to project management and about the software shared by WEBIAN TECHNOLOGIES PVT LTD or its Consultant with MBMC.

23. Disclosure to Employees & Consultants

WEBIAN TECHNOLOGIES PVT LTD and MBMC will make information of the disclosing party available only to those of its employees, legal counsel, advisors and consultants having "need to know" in order to carry out their functions in connection with the scope of this agreement.



24. Delays in Project

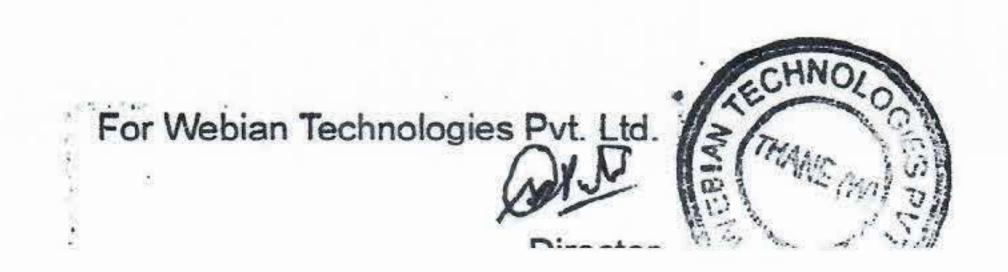
If at any time during this Project, in delivering its obligations under this Agreement, WEBIAN TECHNOLOGIES PVT LTD should encounter conditions impeding delivery of the deliverables and performance of Services, WEBIAN TECHNOLOGIES PVT LTD shall promptly notify MBMC in writing of the fast of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of WEBIAN TECHNOLOGIES PVT LTD 's notice, MBMC shall evaluate the situation and take necessary action to remedy the situation. On failure of the contractor to execute the project within stipulated time of 15 days, the Corporation shall be entitled to levy fine of Rs.10,000/- per day from the Contractor and the same may be deductible from the payment of the Contractor.

25. Force Majeure

WEBIAN TECHNOLOGIES PVT LTD shall not be liable to MBMC for any delay in the Project or other failure to perform its obligations under the Agreement as the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event or occurrence, whatever the origin, which cannot be circumvented by WEBIAN TECHNOLOGIES PVT LTD and not involving WEBIAN TECHNOLOGIES PVT LTD 's fault of negligence, and which renders it impossible for WEBIAN TECHNOLOGIES PVT LTD to perform its activities, duties, obligations or functions under this Agreement. Such events may include, but are not limited to, acts of any governmental authority, war (declared and undeclared), armed conflict or revolutions, hostile attack, insurrections, Explosions, general strikes, riots, rebellion, terrorism, sabotage, fires, floods, earthquakes or other natural disasters, epidemics, quarantine restrictions and freight embargoes and/or shortage of materials.

If a Force Majeure situation arises, WEBIAN TECHNOLOGIES PVT LTD shall try to promptly notify MBMC in writing of such conditions and the cause thereof. Unless otherwise directed by MBMC in writing, WEBIAN TECHNOLOGIES PVT LTD shall continue to



perform its obligations under the Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

26. Amendment & Waiver

Any provision of this Agreement may be amended or waived if, and only if such amendment of waiver is in writing and signed, in the case of an amendment by each the Contractor and the Corporation, or in the case of a waiver by the Party against whom the waiver is to be effective. No delay or failure of any Party in exercising any right power or privilege hereunder a waiver or an expectation of non-enforcement of such rights any other rights hereunder. No amendment or modification of this Agreement and no waive of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties. The rights and remedies herein provided shall be cumulative and not exclusive of any rights of remedies provided by law.

27. Resolution of Disputes

WEBIAN TECHNOLOGIES PVT LTD and MBMC shall make every effort to resolve amicably, by direct informal negotiations, any dispute arising between them under or in connection with this Agreement.

If after 30 (thirty) days of commencement of such informal negotiations, WEBIAN TECHNOLOGIES PVT LTD and MBMC have been unable to resolve amicably any dispute arising out of this Agreement, either party may require that the dispute be referred for resolution by formal arbitration.

All differences arising under and out of, or in connection with this Agreement shall be referred to sole Arbitrator, jointly decided by WEBIAN TECHNOLOGIES PVT LTD and MBMC, The Arbitration and Reconciliation Act, 1996, shall apply to arbitration proceedings and venue of arbitration shall be left to the discretion of arbitrators.

28. Governing Language

This agreement shall be written in English. All correspondence and other documents pertaining to the Contract and this agreement, which are exchanged by both the parties, shall be written in English.

29. Agreement Interpretation and Governing Law

The agreement shall be interpreted in accordance with the appropriate laws of The Union of India.

30. Legal Jurisdiction

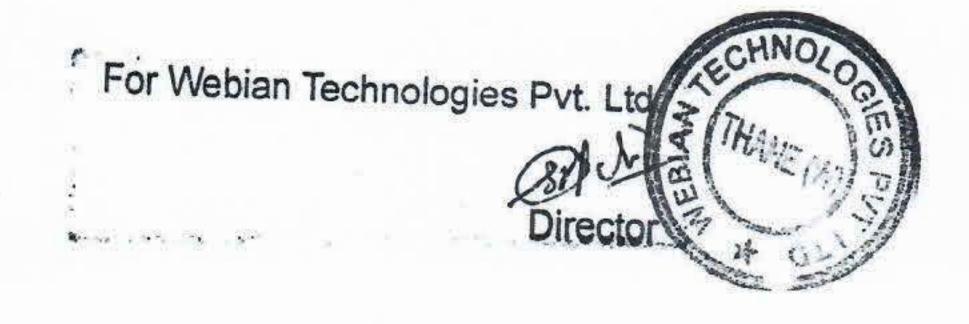
All legal disputes are subject to the jurisdiction at Thane courts only.

31. Notices

Notices in connection with the agreement may be given by the authorized Person of WEBIAN TECHNOLOGIES PVT LTD or any officer authorized by the Municipal Commissioner of MBMC.

32. PERFORMANCE SECURITY

The Agency for due and punctual performance of its obligations relating to the said work has deposited the Performance Security in the form of Bank Guarantee of Rs. 19250/-. Performance Security in form of Bank Guarantee deposited by the Agency shall remain valid till the contract period. The Corporation shall be entitled to forfeit the bank guarantee as well as EMD towards the fulfillment of claim if any. Provided that if the Agreement is terminated due to any event other than Agency's Event of Default, the Performance Security if subsisting as of the



Termination Date shall, subject to Corporation's right to receive amounts, if any, due from the Agency under this Agreement, be duly discharged and released to the Agency. No interest is payable on the performance security as well as on EMD. The Earnest Money Deposit deposited by the Agency shall be duly discharged and released to the Agency after the contract period.

33. TERMINATION

Without prejudice to any other right or remedy which Corporation may have in respect thereof under this Agreement, upon the occurrence of a Agency Event of Default, Corporation shall be entitled to terminate this Agreement by issuing 15 days Notice to the Agency and to appropriate the Performance Security as well as EMD.

34. PENALTIES

In case of a Consultant's event of default or non-performance of its obligation, the Consultant shall pay to the MUNICIPAL CORPORATION penalty of 0.1% of the price value of estimated cost of DPR.

Penalty amounts as payable by the Consultant is equal to or greater than 5% of the estimated cost of DPR;

In witness Whereof the Director of WEBIAN TECHNOLOGIES PVT LTD, has hand hereto and the Municipal commissioner of the MBMC has on behalf of the MBMC, affixed his hand and seal thereto the day year first above written.

Director of WEBIAN TECHNOLOGIES PVT LTD.

For Webian Technologies Pvt. Ltd.

Director

Director

PM. PIMEL USHING USHING

Witness:	7.96.5.		
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Dy. Commissioner of MBMC:

Shri Vijay tumer Mhasal

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Witness:

1) Smr sciee Vardke Law officer > 2) Shri Rajkumar Gharut

z) Ahri Raj kumar Ghanat sy Ahm manager Sunadice

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M.A.C. Form 22 (Rule 42 (1) A/C Code No.

मिरा भाईंदर महानगरपालिका

नमुना नं. २२

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पैसे घेणाऱ्याचे नाव :- मे. वेबियन टेक्नॉलॉजीस प्रा.लि.,

पत्ता :- युनिट नं.३०१, संभाव आय.टी. पार्क, रोड नं.२, वागळे एम.आय.डी.सी., ठाणे (प.) - ४००६०४.

मोजणी पुस्तकाचा संदर्भ

लेखाशिर्ष:- संगणक देखभाल व दुरुस्ती

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सेवेचा तपशिल खालीलप्रमाणे.

पुरवठादाराचे नाव

· मे. वेबियन टेक्नॉलॉजीस प्रा.लि.,

२. मा. आयुक्त साो. यांची मान्यता

दि.१२/०२/२०१६

करारनामा

दि.०१/०५/२०१६रोजीचा करारनामा.

कार्यादेश क्र.

मनपा/संगणक/७५/२०१६-१७,

दि.१८/०६/२०१६

५. कामाचा तपशिल :-

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۹,	मिरा भाईदर महानगरपालिकेचे स्वतंत्र संकेतस्थळ देखभाल दुरुस्ती, अद्यावत व नविन विकसीत करणेकामी एकूण मंजूर देयक रक्कम रु.३,८५,०००/- मधून ९० टक्के रक्कम अदा करणेबाबत.	Rs.3,46,500/-

६. देयकाचा कालावधी

दि.१०/०३/२०१७ (१ वर्ष)

एकूण देयक रक्कम

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देयकामार्फत

अदा :- रु.३,४६,५००/-

करावयाची रक्कम

मालमत्ता वरीलप्रमाणे जंगम पान क्र. ८९ वर नोंद घेण्यात आली आहे. संगणक देखभाल व दुरुस्ती सेवा सुविधा या लेखाशिर्षात रू २४,५४,३४४/- तरतुद शिल्लक आहे. सदर तरतुदीतुन रू.३,४६,५००/- खर्च करण्यास शिफ़ारस करण्यात येत आहे.

लिपिक

सिस्टिम मॅनेजर (श्री. आर.एम. घरत)

मा. उपार्युक्त (मु.) (श्री. विजयकुमार म्हसाळ)

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ना. उपायुक्त (मु.) श्री. विजयकुमार म्हसाळ)

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अ) मंजुर प्राधिकरणाचे नाव		-		-	
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क) तांत्रिक मंजुरी रक्कम		l=			
F	विदा मागविण्यात आल्याचा तपशिल	1577	······································		
) जाहिर सूचना क्र. व दिनांक			(Marie)	
1 Pa	ब) प्रसिद्ध केलेल्या वर्तमानपत्राचे नलाव व विनांक				
. 3	क) निविदा/दरपत्रके प्राप्त करून घ्यावयाची अंतिम तारिख	1			
	ड) प्राप्त झालेल्या निविदा/दरपत्रकांची संख्या	1			
	ई) मंजुर झालेल्या निविदाधारक/दरपत्रक धारकाचे नाव व पत्ता		मे. वेबियन टेक्नॉलॉजीस प्रा.िल., युनिट नं.३०१, संभाव आय.टी. पार्क, रोड नं.२, वागळे एम.आय.डी.सी. ठाणे (प.) ४००६०४	1	
	फ) निविदा/दरपत्रक मंजुर करण्यात आलेला ठराव क्र./आदेश क्र. व दिनांक	he co			
ξ.	निविदा मागविल्या नसल्यास त्याची कारणे/तपशिल			1	
0.	ं के नाम पान्य (कामाने आदेश/दिनां		मनपा/संगणक/७५/२०१६-१७, दि.१८/०६/२०१६		
मंजुर निविदा धारकास देण्यात आलेला कार्यादेश क्र. व दिनांक			मनपा/संगणक/७५/२०१६-१७, दि.१८/०६/२०१६		
९. काम पुर्ण केल्याचे/पुरवठा केल्याचा दिनां		क		.	
90. बील/देयक मागणी सादर केल्याचा दिना					
	अंदाजपत्रकीय माहिती				
	अ) शिर्षक नाव		संगणक देखभाल व दुरुस्ती		
	ब) अंदाजपत्रकीय एकूण तरतूद		रु.२,५०,००,०००/-		
99.			ক.		
	ड) शिल्लक तरतूद		₹.		
	ई) प्रदान करावयाच्या बिलाची रक्कम		रू.३,४६,५००/-		
92	. इतर माहिती/तपशिल	•			
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W(9bian

technologies

Unit No 301 Sambhay IT Park Plat A. F.-Road no 2 Wagle ind Estate
Thane (W) - 400 604 India
CIN U72900MH2010PTC2003G
Tel +91 (22) 25830333
Email: info@webiantechnologies com
Website www.webiantechnologies.com

Mira Bhaindar Municipal Corporation
Sant. Indira Gandhi Bhavan,
Chattrapati Shivaji Maharaj Marg,
Bhaindar (W) 401101
Maharashtra

INVOICE

981312094

Invoice No.: Date:

Invoice No.: WT/16-17/0022/ST

10/03/2017

Workorder No.: MC/Computer/75/2016-17

Description	Rate	Amount (INR)
Annual technical support, Upgradation and New development in MBMC website. 90% of agreed value Rs. 3,85,000/- (Inclusive of all taxes)	3,46,500.00	3,46,500.00
	Total Bill Amount:	3,46,500.00

Amount INR Three Lacs Forty Six Thousand Five Hundred Only

For, Webian Technologies Pvt. Ltd.

(3)Pal

Authorized Signatory

Payment instructions -

HDFC Bank Ltd.

Address: Branch: Sharad Kunj, Dr. Moose road

Opp. Gadkari Rangayatan, Talao Pali

Thane (W) - 400602

A/c name: Webian Technologies Pvt. Ltd. A/c. no.: 01462020003693 A/c. type: Business

RTGS: HDFC0000146 Swift Code: HDFCINBB

Service Tax No: AAACW9466HSD001 PAN: AAACW9466H

