

**15 -ാം കേരള നിയമസഭ**

**13 -ാം സമ്മേളനം**

**നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 3676**

**12-03-2025 - ൽ മറുപടിക്ക്**

**ചലോ ആപ്പ് കമ്പനിയുടെ ഇ.റ്റി.എം.**

ചോദ്യം		ഉത്തരം	
ശ്രീ. സി. ആർ. മഹേഷ്		ശ്രീ കെ ബി ഗണേഷ് കുമാർ (ഗതാഗത വകുപ്പ് മന്ത്രി)	
(എ)	കെ.എസ്.ആർ.ടി.സി. കെ-റെയിൽ വഴിയാണോ ചലോ ആപ്പ് കമ്പനിയുടെ ഇ.റ്റി.എം. വാങ്ങിയിരിക്കുന്നത് എന്ന് അറിയിക്കാമോ; ചലോ ആപ്പ് കമ്പനിയിൽ നിന്നും കെ.എസ്.ആർ.ടി.സി വാങ്ങിയ ഇ.റ്റി.എം മെഷീൻ ഇടപാടിൽ കെ-റെയിൽ കൺസൾട്ടൻസി മെയിൻ കോൺട്രാക്ടോ സബ് കോൺട്രാക്ടോ ആയി ഭാഗവാക്കായിട്ടുണ്ടോ; ഉണ്ടെങ്കിൽ ആയതിന്റെ കരാർ രേഖകൾ മുഴുവനും ലഭ്യമാക്കുമോ;	(എ)	അതെ.  ചലോ ആപ്പ് കമ്പനിയിൽ നിന്നും കെ.എസ്.ആർ.ടി.സി. വാങ്ങിയ ഇ.റ്റി.എം. മെഷീൻ ഇടപാടിൽ കെ-റെയിൽ കൺസൾട്ടന്റായി പ്രവർത്തിച്ചുവരുന്നു. കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.
(ബി)	കെ.എസ്.ആർ.ടി.സി. നിലവിൽ ഉപയോഗിക്കുന്ന Microfx കമ്പനിയുടെ ഇ.റ്റി.എമ്മുകൾക്ക് ഇനി എത്ര വർഷം കരാർ കാലാവധി ബാക്കിയുണ്ട് എന്ന് അറിയിക്കാമോ; ചലോ ആപ്പ് കമ്പനിയുമായോ കെ-റെയിലുമായോ കെ.എസ്.ആർ. ടി.സി., ഇ.റ്റി.എമ്മുമായി ബന്ധപ്പെട്ട് ഏതെങ്കിലും കരാറുകളിൽ ഏർപ്പെട്ടിട്ടുണ്ടോ; ഉണ്ടെങ്കിൽ ആ കരാറുകളുടെ പകർപ്പ് ലഭ്യമാക്കാമോ ?	(ബി)	കെ.എസ്.ആർ.ടി.സി. നിലവിൽ ഉപയോഗിക്കുന്ന Microfx കമ്പനിയുടെ ഇ.റ്റി.എമ്മുകൾക്ക് ഇനി രണ്ട് വർഷം AMC കാലാവധി ബാക്കിയുണ്ട്.  ഉണ്ട്.  പ്രസ്തുത കമ്പനിയുമായി കരാറിൽ ഏർപ്പെട്ടിട്ടുണ്ട്. കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.

സെക്ഷൻ ഓഫീസർ



e-Stamp Serial Number : 202425000000413651

Verification Code : 838749979V

Govt. Reference No.(GRN)	: KL030700417202425E
Purpose	: Bond
Amount of Stamp Paper Purchased in Numeral	: ₹ 600
Amount of Stamp Paper Purchased in Words	: Rupees Six Hundred
Stamp Paper Purchased on	: 27/12/2024
First Party Name	: KSRTC
First Party Address	: East Fort Tvpm
Second Party Name	: KRDCL
Second Party Address	: 5TH FLOOR TRANS TOWER VAZHUTHACADU TVPM
Vendor Code & Name	: 01022623 - BALAKRISHNAN NAIR N
Treasury Code & Name	: 0102 - Principal Sub Treasury East Fort

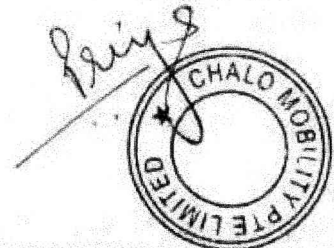
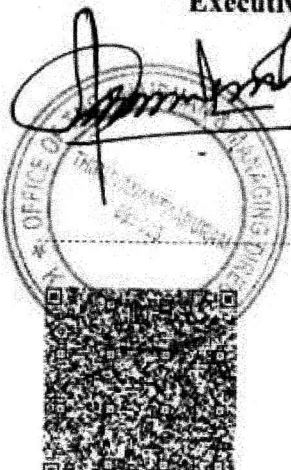
Please write or type below this line

### TRIPARTITE AGREEMENT

This Tripartite agreement ("Agreement") is made and entered on 27<sup>th</sup> December 2024 at Thiruvananthapuram.

Between

1. **Kerala State Road Transport Corporation (KSRTC), Kerala** with its Head office at Fort, Thiruvananthapuram (hereinafter called the "CLIENT/KSRTC" which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include its Successors and assigns) and represented by **Shri. P M Sharaf Muhammed, Executive Director (IT) on the FIRST PART.**



This can be verified by <https://www.estamp.treasury.kerala.gov.in/verification/verification-action/estampverification> using e-Stamp Serial Number and Verification Code.

In case of any discrepancy, please inform the competent authority

**N. BALAKRISHNAN NAIR**  
Vendor, Vanchi,  
Thiruvananthapuram

2. **Kerala Rail Development Corporation Limited (KRDCL)** (CIN: U63030KL2017SGC047699), a Joint Venture organization jointly established by Government of Kerala and Ministry of Railways incorporated as a company having registered Office at 5<sup>th</sup> floor, Trans Tower, Vazhuthacaud, Thycaud P.O, Thiruvananthapuram, Kerala-695014 represented by **Shri. Joseph K.J, General Manager/Civil/KRDCL** (hereinafter referred to as the "PURCHASER/CONSULTANT" which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the SECOND PART.

AND

3. **Chalo Mobility Private Limited**, (CIN: U72900MH2014PTC254181), F-611 Tower 2, Seawoods Grand Central Mall, Sector 40, Navi Mumbai, Thane, Maharashtra, India 400706 having PAN AAACZ7443D represented by its **Cofounder and Director, Ms. Priya Singh** (hereafter referred to as the "SERVICE PROVIDER/ CONTRACTOR/ SELECTED BIDDER" which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the THIRD PART.

Client, Purchaser and Service Provider/ Contractor are hereinafter, where the context so requires is collectively referred to as the "**Parties**"

1. KSRTC (The Client) has appointed KRDCL as Project Management Consultant.
2. Consultancy Contract Agreement dated 24.12.2022 (herein after referred as Agreement-01) was signed between the Client and the Purchaser pursuant to the decision of the Board of Directors of KSRTC for executing the entrusted ongoing and future works of Kerala State Road Transport Corporation at various locations in Kerala at a mutually agreed terms & conditions which is in line with the norms stipulated under G.O (P) No. 311/14/Fin dated 30/07/2014 issued by Government of Kerala. It was further agreed that Consultant will get the work executed through Contractor(s) selected through a transparent bidding process after inviting competitive tenders within the estimate approved by Client. KSRTC vide work order for consultancy No: ITD/001041/2022 dtd 28/02/2023 awarded the work of consultancy for drafting the terms of reference and tender documents for the selection of vendors for the supply and maintenance of Android-based ePOS Machines for the unified ticketing solution for ticketing and other allied activities in KSRTC and Supply and Installation of Planning & Scheduling software and Battery Management software for EV Buses and Marketing study for KSRTC. As per the work order, the Consultancy charges due to the Consultant shall be 4% of the project cost plus GST on PMC as applicable from time to time. Fifty percent of the Consultancy Charge shall be released on issuing AOC of the project. Twenty-five percent of payments of Consultancy charges shall be released on completion of 50% of the project and remaining Twenty-five percent of Consultancy charges shall be released after final rollout of the project.

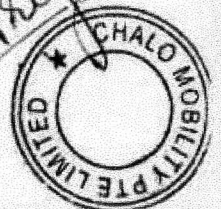
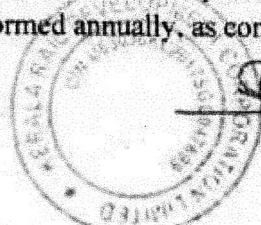




3. Client agreed to release the payment directly to the Service Provider/Contractor, for the total value of the works done, at contract rates plus the applicable GST as stipulated in Government Circular No.18/2019/Fin dated 01.03.2019. And further, the applicable Taxes are to be paid extra. All statutory levies such as Retention money, Income Tax (TDS), GST (TDS) and Workers Welfare Fund etc shall be deducted from the amount payable to the Service Provider/Contractor. The Purchaser will verify and process the bills of contractor, based on the measurement of work completed as per the bill of Quantities, scheduled rate of payment and recommend for payments. The Client will arrange payment directly to the Service Provider/Contractor by bank transfer after effecting statutory deduction as recommended by Purchaser. This condition is applicable to the release of Performance guarantee also.
4. Purchaser after getting approval from Client has selected M/s Chalo Mobility Private Limited, F-611 Tower 2, Seawoods Grand Central Mall, Sector 40, Navi Mumbai, Thane, Maharashtra, India 400706 (the third party herein) through a tender process for the work of **"Service Provider for NCMC Compliant Digital Ticket Solutions for KSRTC for a period of 6 years"** and awarded the work to the 3<sup>rd</sup> party for a contract value at the rate of 13.7 Paise per passenger per ticket plus 18% GST amounting to 16.166 paisa per passenger per ticket. Accordingly, Purchaser and Service Provider/Contractor entered into an agreement on 06<sup>th</sup> January 2024 (herein after referred as Agreement-02) accepting the terms and conditions under which the third party shall undertake and execute the work. Client will pay directly to the Service Provider/Contractor the respective amounts for the work actually done by the Service Provider/Contractor and recommended by the Purchaser at the schedule of rates and such other sum payable to the Service Provider/Contractor under the terms and conditions contained in the agreement executed between Purchaser and Service Provider/Contractor.

NOW THEREFORE THIS TRIPARTITE AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. It is agreed between the parties that:
  - a. Daily Payment to Selected Bidder via Escrow Account: Contract provision is available for operating Escrow account for holding Digital payments. Client shall pay 90% of the daily fee ("Daily Settlement Amount") calculated as per Clause 8.2 of the tender document and any accrued and unpaid Daily Settlement Amount out of the balances in the designated escrow account created for digital payment collection, to Selected Bidder via such designated escrow account, on the next day. The balance 10% of the daily fee calculated as per Clause 8.2 of the tender document, and any shortfalls in payment of Daily Settlement Amount through the designated escrow account, shall be payable upon raising of the monthly invoice, after statutory and other deductions in terms of the contract documents. Any Daily Settlement Amounts paid to Selected Bidder will be adjusted in the monthly invoice payment. Mode and directives of operating Escrow account shall be decided by the Client.
  - b. Payment shall be based on the actual passenger count, with minimum guarantee check and adjustment performed annually, as confirmed by Selected Bidder.





- c. Selected Bidder shall raise monthly invoice to the Purchaser after reconciliation of data, and shall submit a monthly summary statement of Digital Payments collected during the month along with the invoice. Purchaser will certify and forward to Client for payment.
- d. Payment after applicable statutory deductions shall be made by the Client for the due amount for the undisputed invoice, after adjustments for any applicable penalties including the penalties mentioned in clause 10 of the tender document, within 10 (ten) days from the receipt of the invoice. Invoices shall be accurate, and the Purchaser reserves the right to make adjustments (if any) to the subsequent invoice payments to correct for inaccuracies (if any).
- e. Payment to Service Provider/Contractor and remittance of statutory recoveries made from the bills, to concerned authorities shall be done by Client.

## 2. Rights of The Purchaser

- a. To propose Change Requests related to the Project, Operations, SLA, or Scope of Work.

## 3. Obligations of The Purchaser

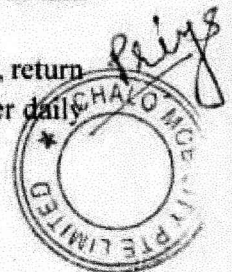
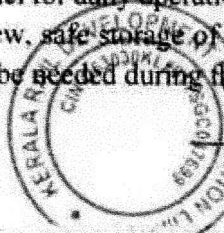
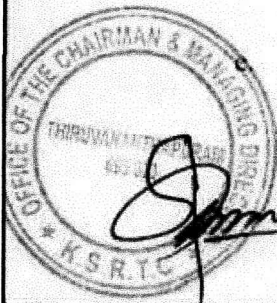
- a. To inform the Selected Bidder 1 (one) month in advance of new bus fleet additions to enable the Selected Bidder to arrange all necessary hardware and infrastructure as per the terms of the Tender.

## 4. Rights of The Client

- a. To propose Change Requests related to the Project, Operations, SLA, or Scope of Work.
- b. To decide any and all aspects in relation to bus operations, including the fares, routes, schedules, fleet size, and modify these from time to time.
- c. To levy penalties and fines as per the SLA as per the recommendation of consultant.

## 5. Obligations of The Client

- a. To compensate the Selected Bidder fully in case of physical damage, loss, or theft of hardware or any other asset, if willfully, by any employee or staff member of the Client, within 15 (fifteen) Business Days of such event being reported. A Technical Committee comprising of representatives of all three parties will be constituted and the decision of the Committee will be final in this regard.
- b. Payment after applicable statutory deductions and penalties of all undisputed invoice raised by the Selected Bidder within 10 (ten) days of the receipt of the monthly invoice.
- c. To ensure availability of bus crew, key stakeholders, and all resources necessary (excluding internet connectivity) for Project implementation, training, and daily operations.
- d. To ensure that all bus crew and employees adhere to protocols and processes laid out by the Selected Bidder for successful Project implementation and daily operations and processes.
- e. To provide personnel for daily operations such as issuance of ETIMs to bus crew, return of ETIMs from crew, safe storage of ETIMs, charging of ETIMs, and any other daily operations as may be needed during the Term of the Project.



#### 6. Rights of The Consultant

- a. To supervise the performance and execution of the Project.
- b. To propose Change Requests related to the Project, operations, SLA, or Scope of Work.

#### 7. Obligations of The Consultant

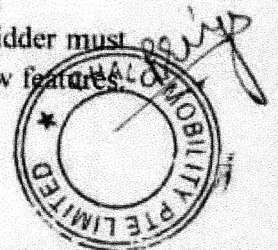
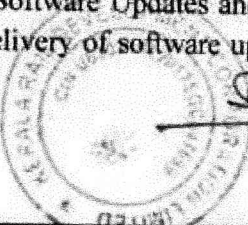
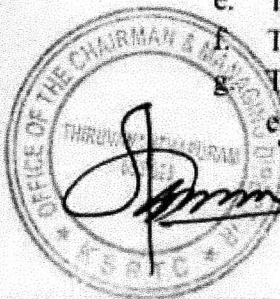
- a. To ensure that efforts are undertaken to safeguard all hardware and other assets deployed by the Selected Bidder in the Project implementation.
- b. To ensure that Project is implemented on 100% of buses operated by the Client and / or operated under the umbrella brand of the Client during the Term of the Project.
- c. To certify undisputed invoice raised by the Selected Bidder for payment by the Client.
- d. To ensure that the project work is in operative condition and is beneficial to the client throughout the contract period (subject to mutually agreed terms and conditions including fees by and between Purchaser, Client and Service Provider). The Consultant is obliged to retrieve all data and other hand outs extended by the Client to the contractor in connection with project in case of repudiation or termination of the Agreement.

#### 8. Rights of The Selected Bidder

- a. To develop new travel products, in close coordination and approval of the Client, that are facilitated by the new technology deployed. For e.g. new kinds of ticket options, passes, travel plans, etc.
- b. To promote digital offerings on behalf of the Client, including through awareness campaigns, offering promotional items, and offering discounts, with the express permission of the Client.
- c. To co-brand the mobile app as approved by the client.
- d. The smart cards shall be co-branded with the Brand names and logos as decided by the Client and Selected Bidder, the final design to be approved by the Client conforming to the applicable guidelines. NCMC shall be co-branded with the Client conforming to applicable NCMC guidelines.
- e. To evaluate and accept, or reject, or offer an alternative suitable solution for any Change Request submitted by the Client.

#### 9. Obligations of The Selected Bidder

- a. To complete implementation of the Project as per the timelines and Scope of Work agreed with the Client.
- b. To ensure smooth functioning and day to day operations for the Client.
- c. To meet SLA levels agreed with the Client.
- d. To provide personnel on cluster basis for maintenance and repair of ETIMs, AFCS, do necessary updates of Mobile application and replace and do needful for seamless ticketing and other operations as per terms of reference in the contract.
- e. To replace/rectify any faulty hardware / software at its own cost
- f. To create a mechanism to report fault or damages in hardwares or softwares
- g. Timely Delivery of Software Updates and New Features – The selected bidder must ensure the prompt delivery of software updates and the introduction of new features.





Emphasis should be placed on continuous improvement, especially regarding ongoing efforts in Whatsapp based ticketing solutions.

- h. Provision of Passenger Information System (PIS) Software, Auditor App without extra charges - The selected bidder must provide the PIS and Auditor App and ensure the integration of various software systems into a common dashboard at no additional cost.
- i. Exclusion of Concession and Luggage Tickets from Billing - The selected bidder must exclude concession tickets, pertaining to categories of concessions implemented prior to the date of execution of this Agreement, and luggage tickets from the billing process.
- j. The service provider shall be responsible for implementing any upgrades mandated by law, including orders or directives issued by the Government of India or the Government of Kerala. Such upgrades shall be carried out in consultation with the purchaser, and the terms for implementation shall be mutually agreed upon by the Parties.
- k. The Selected Bidder shall ensure that, with respect to its obligations relating to cloud-based hosting under the Agreement, a dedicated cloud instance shall be created for the Client. The account details, including credentials, for such instance, shall be shared with the Client. Any changes to the credentials during the contract period shall be promptly communicated to the Client.

#### 10. Default and Remedies

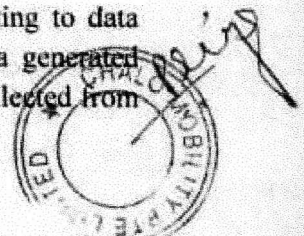
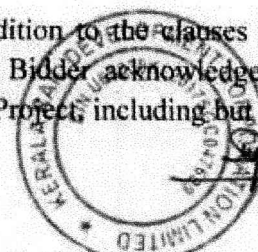
- a. Any material failure by the Consultant or the Contractor or the client, to perform timely under this Agreement, or
- b. Any representation or warranty made by any parties in this Agreement, any financial statement, or any statement or representation made in any other certificate, report or opinion delivered to a party by any other party in connection with this Agreement proves to have been incorrect or misleading in any material respect when made, shall constitute an event of default ("Event of Default") hereunder. In the event of an Event of Default hereunder and such Event of Default not having been cured within the applicable cure periods, if any, set forth in the tender document, the parties may exercise any and all remedies available to it under this Agreement, at law, and in equity, subject to the remedies, if any, set forth in the tender document.

#### 11. Indemnity

The Parties agree to indemnify each other under the Agreement in accordance with the terms and principles set out. Either Party shall indemnify the other Party against all actions, suits, claims, damages and demands brought or made against it in respect of anything done or omitted to be done by the first Party in the execution of or in the connection with the Project. Either Party shall indemnify the other Party against loss or damage to the other Party in consequences of any action or suit being brought against the first Party.

#### 12. DATA PROTECTION:

12.1 **Data Ownership:** In addition to the clauses in tender documents relating to data ownership, the Selected Bidder acknowledges and agrees that all data generated during the course of the Project, including but not limited to raw data collected from





the Electronic Ticketing Machines (ETMs), shall remain the exclusive property of the Kerala State Road Transport Corporation (KSRTC).

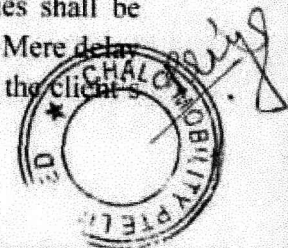
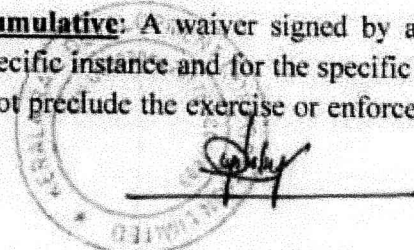
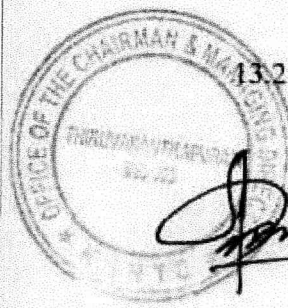
KSRTC will exclusively own all data specifically related to KSRTC operations ("KSRTC Data") and will have exclusive ownership on the data generated from the co-branded mobile app for transactions involving KSRTC ("Co-branded App Data"). Selected Bidder may access, use, analyze, and process KSRTC Data and Co-branded App Data only to the extent necessary for the provision of services under this Agreement and for the furtherance of this project, administrative purposes in connection with the deployment, maintenance and use of the co-branded mobile app and other services, research and development, app enhancements, product enhancements, and operational needs, in compliance with any applicable data protection regulations.

- 12.2 **Data Sharing:** The Selected Bidder shall ensure that all raw data generated from the ETMs and any other relevant data generated during the Project is shared with KSRTC or any other party directed by KSRTC, subject to applicable data protection regulations. This sharing of data shall occur on a regular basis, and in any case, shall not exceed 72 hours; However, if sharing the Data with any additional party (beyond KSRTC) requires increased server capacity, additional hosting resources, or incurs other costs, KSRTC shall bear these costs in full. Selected Bidder shall notify KSRTC of any such costs in advance, and KSRTC shall promptly reimburse Selected Bidder for all reasonable and documented expenses related to data sharing with any third parties.
- 12.3 **Data Format and Accessibility:** The data provided to KSRTC shall be in a format that is easily accessible and usable, as agreed upon by both parties prior to data transfer. The Selected Bidder shall take all necessary steps to ensure the integrity and accuracy of the data shared.
- 12.4 **Confidentiality and Security:** The Selected Bidder shall implement adequate security measures to protect the data from unauthorized access, loss, or alteration. Any confidential or proprietary information belonging to KSRTC shall be treated with the highest degree of confidentiality, and the Selected Bidder shall not disclose such information to any third party without prior written consent from KSRTC.
- 12.5 **Compliance with Data Regulations:** The Selected Bidder shall comply with all applicable laws and regulations concerning data protection and privacy while handling and transferring data generated during the Project.
- 12.6 **Duration of Obligation:** These obligations regarding (i) data ownership shall remain in effect throughout the duration of the Project and in perpetuity; and (ii) data sharing shall remain in effect for a period of 4 months after the termination or expiry of this Agreement, provided that such data is still in the Selected Bidder's possession.

### 13. Miscellaneous

- 13.1 **Amendment:** This Agreement can be amended or terminated only explicitly in a writing signed by all parties to this Agreement.

- 13.2 **Waiver; Remedies Cumulative:** A waiver signed by any of the parties shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the rights.





rights or remedies. All rights and remedies of all the parties shall be cumulative and may be exercised singularly or concurrently, at the party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

13.3 **Successors and Assigns:** This Agreement shall be binding upon all the parties and their respective successors and assigns, except that neither the purchaser nor the service provider/contractor may assign any of their rights or duties under this Agreement without the prior written consent of the client. This Agreement shall be binding upon and inure to the benefit of the client and its successors and assigns. The termination or expiry of this Agreement shall not limit or extinguish the liabilities of the Parties under this Agreement that have accrued prior to such termination or expiry, including the liability of any Party for any breach, prior to such termination or expiry, of any of its representations, warranties or covenants set forth herein.

13.4 **Severability:** If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained in this Agreement or prescribed by this Agreement.

13.5 **Interpretation; Headings:** No provision of this Agreement shall be interpreted or construed against any party because that party or its legal representative drafted that provision. Each of the parties hereto shall be deemed to have drafted this Agreement. The rule of law that provides that ambiguities, inconsistencies and the like shall be construed against the author of a document or contract shall not apply to this Agreement. The titles of the Sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Any pronoun used in this Agreement shall be deemed to include singular and plural and masculine, feminine and neuter gender as the case may be. The words "herein", "hereinabove", "hereof", and "hereunder" shall be deemed to refer to this entire Agreement, except as the context otherwise requires.

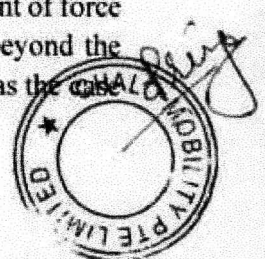
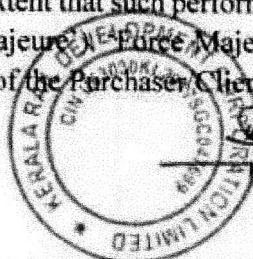
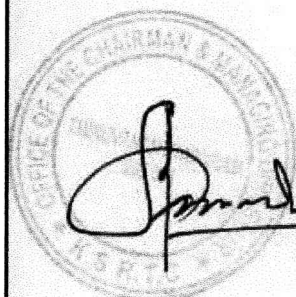
13.6 **Authorized:** This Agreement has been duly and validly authorized by all necessary action on the part of all parties hereto.

13.7 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but which counterparts together shall constitute but one and the same instrument.

#### 14. **FORCE MAJEURE**

##### 14.1 **Definition**

14.1.1 The Selected Bidder or the Purchaser/Client, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under the Agreement to the extent that such performance is impeded by any event of force majeure ('Force Majeure'). 'Force Majeure' shall mean any event beyond the reasonable control of the Purchaser/Client or of the Selected Bidder, as the case



may be, and which is unavoidable notwithstanding the reasonable care of the Party attached.

#### 14.2 Force Majeure Events

14.2.1 A Force Majeure shall include, without limitation, the following:

- a) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- b) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, curfew, pandemics, epidemics, quarantine, and plague;
- c) Earthquake, landslide, volcanic activity, drought, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- d) Radioactive contamination or ionizing radiation or chemical contamination specifically affecting the Project or resulting from another Force Majeure event;
- e) Any action by competent governmental instrumentality having jurisdiction over the Project, the Purchaser/Client, or the Selected Bidder, resulting in a loss of access to the resources of the Project and / or the site(s) of the Project;
- f) An act of God; or
- g) Any other act or event or circumstance of an analogous nature.

#### 14.3 Effects Of Force Majeure Event

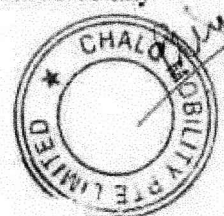
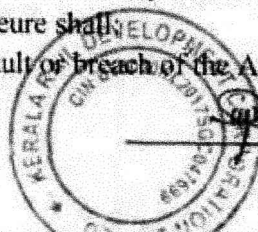
14.3.1 If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within 14 (fourteen) days after the occurrence of such event.

14.3.2 The Party who has given such notice shall be excused from the punctual performance of its obligations under the Agreement for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. Timelines shall be extended as required.

14.3.3 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Agreement and to fulfil its or their obligations under the Agreement, but without prejudice to either Party's right to terminate the Agreement.

14.3.4 No delay or non-performance by either Party caused by the occurrence of any event of Force Majeure shall

- a) Constitute a default or breach of the Agreement; or





b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance;

If, and to the extent that such delay and non-performance is caused by the occurrence of an event of Force Majeure.

14.3.5 If the performance of the Agreement is substantially prevented, hindered, or delayed for a single period of more than 90 (ninety) consecutive days on account of one or more events of Force Majeure during the Term, the Parties shall attempt to develop a mutually satisfactory solution.

14.3.6 Under any circumstances whatsoever, Force Majeure shall not apply to any obligation of the Client to make payments to the Selected Bidder under this Project.

14.3.7 For the avoidance of doubt, it is expressly clarified that the failure on the part of the Selected Bidder under the Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of Force Majeure. In so far as applicable to the performance of services the Selected Bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, Client's practices, processes, and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

## 15. TERMINATION

### 15.1 Termination Due to Material Breach

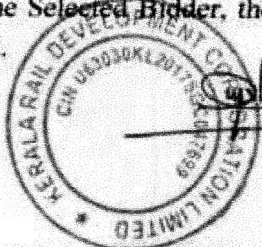
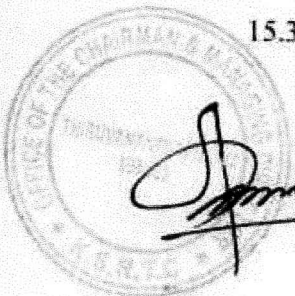
15.1.1 In the event that either Party has served a notice to the other Party for curing a Material Breach (as defined in clause 15 of the tender document), and in case the Material Breach continues after the notice period has expired, and the Parties are unable to resolve the matter amicably, the aggrieved Party shall have the option to terminate the Agreement.

### 15.2 Termination for Other Reasons

15.2.1 Neither Party shall terminate the Agreement without a Material Breach that may cause for such termination. That, if any difference and dispute arise between the Parties during the period of this Agreement, the same may be settled initially amicably by mutual discussion of both the parties. In case of failure, the Parties will comply with clause 17 'Settlement of Disputes' of this Agreement.

### 15.3 Effects of Termination

15.3.1 In the event that the Client terminates the Agreement pursuant to Material Breach on the part of the Selected Bidder, the PBG furnished by the Selected Bidder may be forfeited.





15.3.2 In the event that the Selected Bidder terminates the Agreement pursuant to Material Breach on the part of the Purchaser/Client, the Purchaser/Client shall:

- a) Return the PBG in full;
- b) Settle all the pending dues and amounts accrued until the date of termination;
- c) Return all hardware and other assets deployed by the Selected Bidder for the project, or compensate the Selected Bidder in lieu thereof.

The Selected Bidder shall not be liable in any manner whatsoever to the Purchaser/Client.

15.3.3 Upon termination of this Agreement, the Parties shall comply with the Exit Management process as described in clause 16 of this Agreement.

## **16. EXIT MANAGEMENT**

16.1 The Selected Bidder shall submit a detailed exit management plan 6 (six) months prior to the expiry of Term. The exit management plan shall include following, but not limited to:

- a) Detailed inventory of all licenses, documents, manuals, etc. created under the Project;
- b) Method of transition including roles and responsibilities of both the parties to handover and take over the charge of project, regular activities, and support activities;
- c) Proposal for the necessary setup or institutional structure required at the Client to effectively maintain the project after expiry of Term;
- d) Training and handholding of the Client's staff or designated officers for maintenance of Project after expiry of Term; and
- e) Backup of all data associated with the Project in a mutually agreed format. The Purchaser/Client shall start preparation for the transition accordingly.

## **17. SETTLEMENT OF DISPUTES**

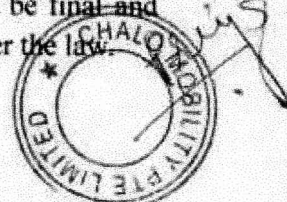
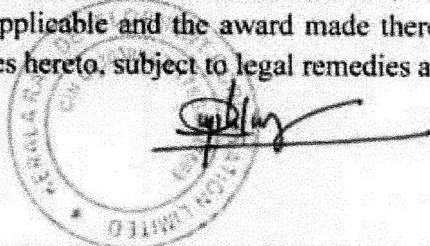
17.1 A Party claiming that a dispute has arisen must give the other Party to the dispute, notice setting out details of the dispute.

17.2 During 14 (fourteen) days (or longer if the Parties agree in writing) after a notice is given, each Party to the dispute must use its reasonable efforts to resolve the dispute.

17.3 If the Parties cannot resolve the dispute within that period, then any such dispute or difference whatsoever arising between the parties to the Agreement shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein.

17.4 If the parties cannot agree on the appointment of the arbitrator within a period of 1 (one) month from the notification by one Party to the other of existence of such dispute, then the arbitrator shall be appointed by the High Court of the jurisdiction specified in this Tender.

17.5 The provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law.





## 18. JURISDICTION OF COURTS

- 18.1 In case of any claim, dispute or difference rising in respect of the Agreement, the cause of action there of shall be deemed to have arisen within or outside Kerala and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in Kerala only.

## 19. SERVICE LEVEL AGREEMENT ('SLA')

### 19.1 SLA During Implementation Phase

#### 19.1.1 Calculation of SLA

- The Selected Bidder shall adhere to the Project Timelines defined in clause 6.
- The Selected Bidder shall be penalized the 'Implementation Penalty Amount' as defined below for each full calendar week of delay beyond the Go Live date, except under Force Majeure conditions.

**Implementation Penalty Amount = ₹50,000 (Rupees Fifty Thousand Only)**

- The cumulative maximum Implementation Penalty Amount levied on the Selected Bidder shall be limited to 10 (ten) full calendar weeks.

### 19.2 SLA During Operations and Maintenance Phase

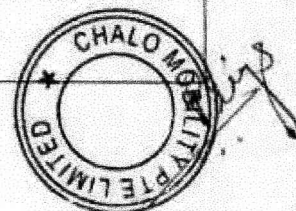
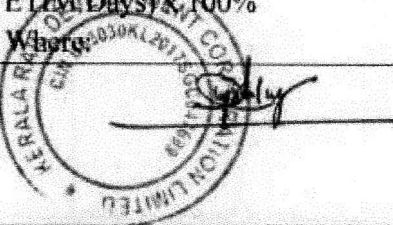
#### 19.2.1 Calculation Of SLA

- The Selected Bidder shall adhere to the SLA defined below for each component.
- The Selected Bidder shall be penalized the 'SLA Penalty Amount' defined below for failing to meet SLA.
- The cumulative maximum SLA Penalty Amount levied on the Selected Bidder in any given calendar month shall be limited to 2.5% (two-point five percent) of the Monthly Invoice Amount.**
- SLA calculations shall always exclude:
  - Scheduled Maintenance Time;
  - Any time period when Force Majeure conditions are in effect; and
  - Any impact due to a failure on the part of the Purchaser to meet their obligations.

#### 19.2.2 SLA For ETIMs Platform

<b>Definition</b>	'Availability of ETIM' means that the ETIM is able to perform intended functions or the ETIM is issued in time
<b>SLA</b>	The cumulative average Availability of ETIMs for all ETIMs should be at least 99% (ninety nine percent) in a calendar month.
<b>SLA Measurement</b>	Availability of ETIMs = (Working ETIM Days / Total ETIM Days) x 100%

Where:



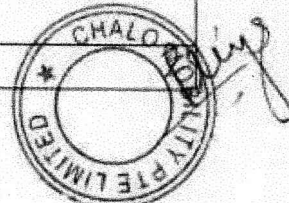
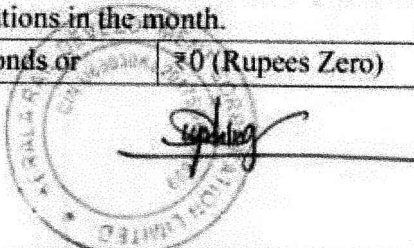
		Working ETIM Days = Daily functional ETIM count x days of operation in the month. Total ETIM Days = Total ETIM count x days of operation in the month	
SLA Amount	Penalty	99% or more:	0 (Zero)
		98% to 98.99%:	0.5% (Zero-point five percent) of the Monthly Invoice Amount
		97% to 97.99%:	1.5% (One-point five percent) of the Monthly Invoice Amount
		Less than 97%:	2.5% (Two-point five percent) of the Monthly Invoice Amount
Critical SLA		95%	

### 19.2.3 SLA For AFCS

<b>Definition</b>	'Availability Of AFCS' refers to the total time when the AFCS and its applications are available for performing operations.		
<b>SLA</b>	The Availability of AFCS should be at least 99% (ninety nine percent) in a calendar month.		
<b>SLA Measurement</b>	<b>Availability Of AFCS = ((AFCS Scheduled Operation Time – AFCS Platform Downtime) / (AFCS Scheduled Operation Time)) x 100%</b>		
<b>SLA Penalty Amount</b>	99% or more:	₹0 (Rupees Zero)	
	98% to 98.99%:	₹10,000 (Rupees Ten Thousand Only) per month	
	95% to 97.99%:	₹20,000 (Rupees Twenty Thousand Only) per month	
	Less than 95%:	₹30,000 (Rupees Thirty Thousand Only) per month	
<b>Critical SLA</b>		94%	

### 19.2.4 SLA For Application Response Time Of AFCS

<b>Definition</b>	'Application Response Time' refers to the time taken to load a webpage of any of the AFCS applications, measured in seconds.		
<b>SLA</b>	The Average Application Response Time should not exceed 10 (ten) seconds in a calendar month.		
<b>SLA Measurement</b>	<b>Average Application Response Time = The average time taken, in seconds, to load a webpage for AFCS applications.</b> As measured by a reputed web analytics solution or via automated reports, across all pages loaded for all AFCS applications in the month.		
	10 seconds or	₹0 (Rupees Zero)	





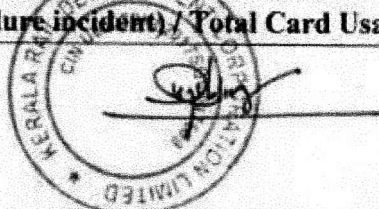
<b>SLA Penalty Amount</b>	lesser:	
	11 to 15 seconds:	₹ 10,000 (Rupees Ten Thousand Only) per month
	15 to 20 seconds:	₹ 20,000 (Rupees Twenty Thousand Only) per month
	21 seconds or more:	₹ 30,000 (Rupees Thirty Thousand Only) per month
<b>Critical SLA</b>	30 seconds	

#### 19.2.5 SLA For Mobile Tickets and Mobile Passes

<b>Definition</b>	'Availability of Mobile Tickets' means that all Valid Mobile Tickets are validated for travel on the bus.	
<b>SLA</b>	The cumulative average Availability of Mobile Tickets should be at least 99% (ninety nine percent) in a calendar month.	
<b>SLA Measurement</b>	<p>Availability of Mobile Tickets = <math>[(\text{Total Mobile Ticket usage} - \text{Mobile ticket failure}) / \text{Total Mobile Tickets Usage}] \times 100\%</math></p> <p>Where:</p> <p>Mobile Tickets Failure Incidents = Count of unique Failure Incidents reported by Purchaser to Selected Bidder where a Valid Mobile Ticket failed validation on a bus.</p> <p>Total Mobile Tickets Usage = Count of all mobile tickets issued and mobile pass validated in the month.</p>	
<b>SLA Penalty Amount</b>	99% or more:	0 (Zero)
	98% to 98.99%:	0.5% (Zero-point five percent) of the Monthly Invoice Amount
	97% to 97.99%:	1.5% (One point five percent) of the Monthly Invoice Amount
	Less than 97%:	2.5% (Two-point five percent) of the Monthly Invoice Amount
<b>Definition</b>	'Availability Of Mobile Tickets' means that all Valid Mobile Tickets are validated for travel on the bus.	
<b>Critical SLA</b>	95%	

#### 19.2.6 SLA For Smart Cards Platform

<b>Definition</b>	'Availability Of Smart Cards Platform' means that all Valid Smart Cards can be used for payments for tickets and / or validated for travel plans stored on the smart card.	
<b>SLA</b>	The cumulative average Availability of Smart Cards Platform should be at least 99% (ninety nine percent) in a calendar month.	
<b>SLA Measurement</b>	<p>Availability of Smart Cards Platform = <math>[(\text{Total Card usage} - \text{Card failure incident}) / \text{Total Card Usage}] \times 100\%</math></p>	



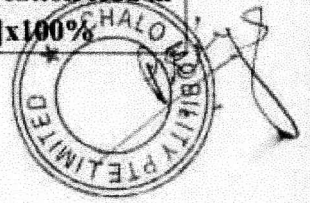
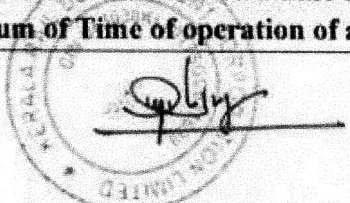
	<p>Where:</p> <p>Card Failure Incidents = Count of unique Failure Incidents reported by Purchaser to Selected Bidder where a Valid Smart Card failed payment or validation on a bus.</p> <p>Total Card Usage = Count of all smart card transactions validated in the month.</p>	
<b>SLA Penalty Amount</b>	99% or more:	0 (Zero)
	98% to 98.99%:	0.5% (Zero-point five percent) of the Monthly Invoice Amount
	97% to 97.99%:	1.5% (One point five percent) of the Monthly Invoice Amount
	Less than 97%:	2.5% (Two-point five percent) of the Monthly Invoice Amount
<b>Critical SLA</b>	95%	

#### 19.2.7 SLA For Cloud Based Hosting

<b>Definition</b>	'Availability of Cloud Based Hosting' refers to the total time when the hosting infrastructure is available for performing operations.	
<b>SLA</b>	The average Availability of Cloud Based Hosting should be at least 99% (ninety nine percent) in a calendar month.	
<b>SLA Measurement</b>	<b>Availability of Cloud Based Hosting = [(Cloud Based Hosting Scheduled Operation Time – System Downtime) / Cloud Based Hosting Scheduled Operation Time] x100%</b>	
<b>SLA Penalty Amount</b>	99% or more:	₹0 (Rupees Zero)
	98% to 98.99%:	₹10,000 (Rupees Ten Thousand Only) per month
	95% to 97.99%:	₹20,000 (Rupees Twenty Thousand Only) per month
	Less than 95%:	₹25,000 (Rupees Twenty-Five Thousand Only) per every 1 (one) percentage lesser, or part thereof, per month
<b>Critical SLA</b>	94%	

#### 19.2.8 SLA For Live Location Tracking

<b>Definition</b>	'Availability of live location tracking' refers to total time the live location data is available in the mobile app for all the buses in service'	
<b>SLA</b>	The average Availability of live location tracking should be at least 95% (Ninety five percent) in a calendar month.	
<b>SLA Measurement</b>	<b>Availability of Live location Tracking = [(Sum of operation time of all buses- Sum of Down time of Live Location feed in buses)/ Sum of Time of operation of all buses)]x100%</b>	





<b>SLA Penalty Amount</b>	95% or more:	0 (Zero)
	93% to 95%:	0.5% (Zero-point five percent) of the Monthly Invoice Amount
	91% to 93%:	1.5% (One-point five percent) of the Monthly Invoice Amount
	Less than 91%:	2.5% (Two-point five percent) of the Monthly Invoice Amount
<b>Critical SLA</b>	90%	

If there is a breach on the 'Critical SLA' levels mentioned in this clause 19 for 2 (two) or more items for 3 (three) or more consecutive months, it will be considered as material breach and the same will be dealt under the provisions of Clause 15 of tender document.

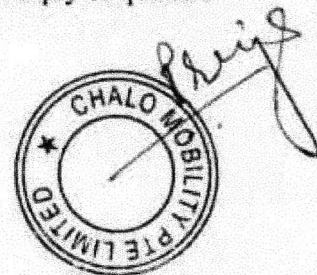
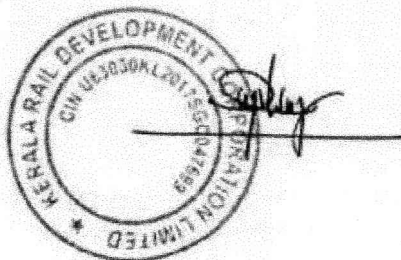
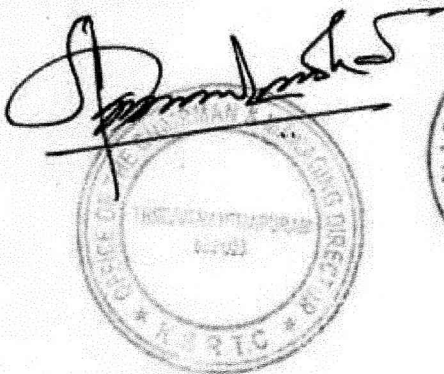
## 20. NOTICES:

Any party may deliver notices to the other by personal delivery/by postal delivery/ Electronic media at

- Transport Bhavan, Fort, Thiruvananthapuram, 695023, [ksrtcemd@gmail.com](mailto:ksrtcemd@gmail.com) and [cmd@kerala.gov.in](mailto:cmd@kerala.gov.in) (the Client),
- 5<sup>th</sup> floor, Trans Tower, Vazhuthacaud, Thycaud P.O, Thiruvananthapuram, Kerala-695014, [krdclgok@gmail.com](mailto:krdclgok@gmail.com) (the Purchaser),
- F-611 Tower 2, Seawoods Grand Central Mall, Sector 40, Navi Mumbai, Thane, Maharashtra, India 400706, [priya@chalo.com](mailto:priya@chalo.com) (the Contractor)

Notices shall be deemed delivered on the date of actual receipt.

- All the provisions of the RFP, LoA and the tripartite agreement shall be binding on the Purchaser, Client and the Service Provider/Contractor and forms integral part of this agreement which shall be read along with this agreement. The order of precedence of the documents is as stated below and in the event of inconsistency, the first on the list takes precedence.
  - this Agreement
  - Agreement-02
  - Letter of Acceptance (LoA)
  - Bid documents submitted by Contractor
  - Tender document as modified by Corrigendum/reply to queries



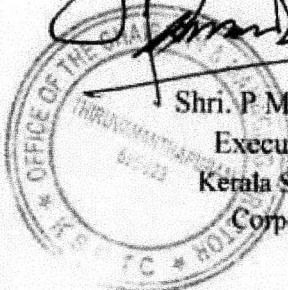

IN WITNESS WHEREOF THE AGREEMENT IS EXECUTED BY THE RESPECTIVE PARTIES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

Signed by

On Behalf of  
CLIENT

On Behalf of  
PURCHASER



On Behalf of  
SERVICE PROVIDER/  
CONTRACTOR/SELECTED  
BIDDER



Shri. P. M. Sharaf Muhammed,  
Executive Director (IT)  
Kerala State Road Transport  
Corporation (KSRTC)


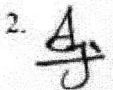


Shri. Joseph K J  
General Manager/Civil,  
Kerala Rail Development  
Corporation Limited (KRDCL)

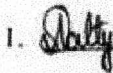



Mrs. Priya Singh  
Co-Founder & Director  
Chalo Mobility Private Limited

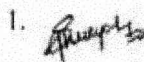
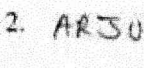
Witness

1.  Nishanth  
DM (IT)
2.  Arya Vijay  
DM (IT)

Witness

1.  Aswathy Mohan  
Section Engineer
2.  Dhaneesh Anand  
Section Engineer

Witness

1.  SHREYASH JAIN  
CHIEF OF STAFF
2.  ARJUN CH  
PROJECT HEAD  
KSRTC





e-Stamp Serial Number : 202425000000413651

Verification Code : 838749979V

Govt. Reference No.(GRN)	: KL030700417202425E
Purpose	: Bond
Amount of Stamp Paper Purchased in Numeral	: ₹ 600
Amount of Stamp Paper Purchased in Words	: Rupees Six Hundred
Stamp Paper Purchased on	: 27/12/2024
First Party Name	: KSRTC
First Party Address	: East Fort Tvpm
Second Party Name	: KRDCL
Second Party Address	: 5TH FLOOR TRANS TOWER VAZHUTHACADU TVPM
Vendor Code & Name	: 01022623 - BALAKRISHNAN NAIR N
Treasury Code & Name	: 0102 - Principal Sub Treasury East Fort

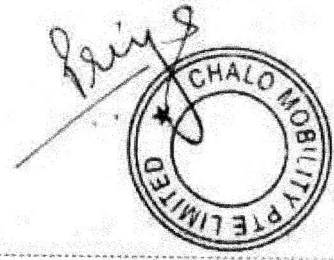
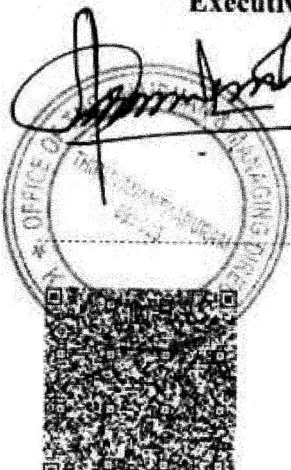
Please write or type below this line

### TRIPARTITE AGREEMENT

This Tripartite agreement ("Agreement") is made and entered on 27<sup>th</sup> December 2024 at Thiruvananthapuram.

Between

1. **Kerala State Road Transport Corporation (KSRTC), Kerala** with its Head office at Fort, Thiruvananthapuram (hereinafter called the "CLIENT/KSRTC" which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include its Successors and assigns) and represented by **Shri. P M Sharaf Muhammed, Executive Director (IT) on the FIRST PART.**



This can be verified by <https://www.estamp.treasury.kerala.gov.in/verification/verification-action/estampverification> using e-Stamp Serial Number and Verification Code.

In case of any discrepancy, please inform the competent authority

**N. BALAKRISHNAN NAIR**  
Vendor, Vanchi,  
Thiruvananthapuram

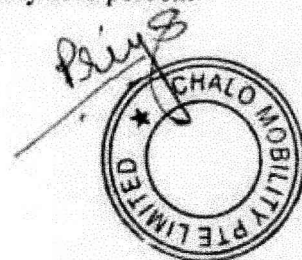
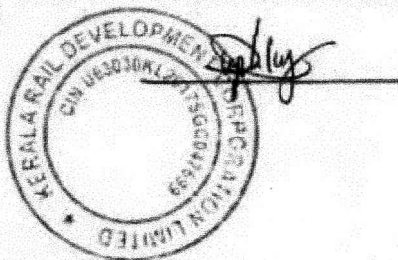
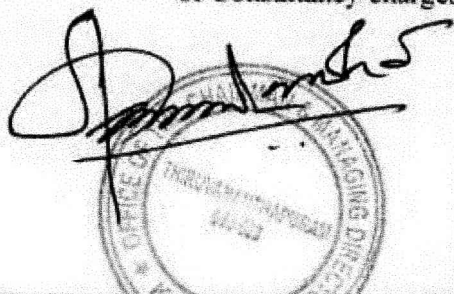
2. **Kerala Rail Development Corporation Limited (KRDCL)** (CIN: U63030KL2017SGC047699), a Joint Venture organization jointly established by Government of Kerala and Ministry of Railways incorporated as a company having registered Office at 5<sup>th</sup> floor, Trans Tower, Vazhuthacaud, Thycaud P.O, Thiruvananthapuram, Kerala-695014 represented by **Shri. Joseph K.J, General Manager/Civil/KRDCL** (hereinafter referred to as the "PURCHASER/CONSULTANT" which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the SECOND PART.

AND

3. **Chalo Mobility Private Limited**, (CIN: U72900MH2014PTC254181), F-611 Tower 2, Seawoods Grand Central Mall, Sector 40, Navi Mumbai, Thane, Maharashtra, India 400706 having PAN AAACZ7443D represented by its **Cofounder and Director, Ms. Priya Singh** (hereafter referred to as the "SERVICE PROVIDER/ CONTRACTOR/ SELECTED BIDDER" which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the THIRD PART.

Client, Purchaser and Service Provider/ Contractor are hereinafter, where the context so requires is collectively referred to as the "**Parties**"

1. KSRTC (The Client) has appointed KRDCL as Project Management Consultant.
2. Consultancy Contract Agreement dated 24.12.2022 (herein after referred as Agreement-01) was signed between the Client and the Purchaser pursuant to the decision of the Board of Directors of KSRTC for executing the entrusted ongoing and future works of Kerala State Road Transport Corporation at various locations in Kerala at a mutually agreed terms & conditions which is in line with the norms stipulated under G.O (P) No. 311/14/Fin dated 30/07/2014 issued by Government of Kerala. It was further agreed that Consultant will get the work executed through Contractor(s) selected through a transparent bidding process after inviting competitive tenders within the estimate approved by Client. KSRTC vide work order for consultancy No: ITD/001041/2022 dtd 28/02/2023 awarded the work of consultancy for drafting the terms of reference and tender documents for the selection of vendors for the supply and maintenance of Android-based ePOS Machines for the unified ticketing solution for ticketing and other allied activities in KSRTC and Supply and Installation of Planning & Scheduling software and Battery Management software for EV Buses and Marketing study for KSRTC. As per the work order, the Consultancy charges due to the Consultant shall be 4% of the project cost plus GST on PMC as applicable from time to time. Fifty percent of the Consultancy Charge shall be released on issuing AOC of the project. Twenty-five percent of payments of Consultancy charges shall be released on completion of 50% of the project and remaining Twenty-five percent of Consultancy charges shall be released after final rollout of the project.

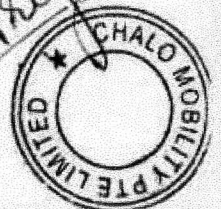
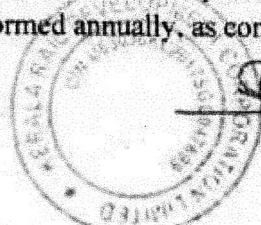




3. Client agreed to release the payment directly to the Service Provider/Contractor, for the total value of the works done, at contract rates plus the applicable GST as stipulated in Government Circular No.18/2019/Fin dated 01.03.2019. And further, the applicable Taxes are to be paid extra. All statutory levies such as Retention money, Income Tax (TDS), GST (TDS) and Workers Welfare Fund etc shall be deducted from the amount payable to the Service Provider/Contractor. The Purchaser will verify and process the bills of contractor, based on the measurement of work completed as per the bill of Quantities, scheduled rate of payment and recommend for payments. The Client will arrange payment directly to the Service Provider/Contractor by bank transfer after effecting statutory deduction as recommended by Purchaser. This condition is applicable to the release of Performance guarantee also.
4. Purchaser after getting approval from Client has selected M/s Chalo Mobility Private Limited, F-611 Tower 2, Seawoods Grand Central Mall, Sector 40, Navi Mumbai, Thane, Maharashtra, India 400706 (the third party herein) through a tender process for the work of **"Service Provider for NCMC Compliant Digital Ticket Solutions for KSRTC for a period of 6 years"** and awarded the work to the 3<sup>rd</sup> party for a contract value at the rate of 13.7 Paise per passenger per ticket plus 18% GST amounting to 16.166 paisa per passenger per ticket. Accordingly, Purchaser and Service Provider/Contractor entered into an agreement on 06<sup>th</sup> January 2024 (herein after referred as Agreement-02) accepting the terms and conditions under which the third party shall undertake and execute the work. Client will pay directly to the Service Provider/Contractor the respective amounts for the work actually done by the Service Provider/Contractor and recommended by the Purchaser at the schedule of rates and such other sum payable to the Service Provider/Contractor under the terms and conditions contained in the agreement executed between Purchaser and Service Provider/Contractor.

NOW THEREFORE THIS TRIPARTITE AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. It is agreed between the parties that:
  - a. Daily Payment to Selected Bidder via Escrow Account: Contract provision is available for operating Escrow account for holding Digital payments. Client shall pay 90% of the daily fee ("Daily Settlement Amount") calculated as per Clause 8.2 of the tender document and any accrued and unpaid Daily Settlement Amount out of the balances in the designated escrow account created for digital payment collection, to Selected Bidder via such designated escrow account, on the next day. The balance 10% of the daily fee calculated as per Clause 8.2 of the tender document, and any shortfalls in payment of Daily Settlement Amount through the designated escrow account, shall be payable upon raising of the monthly invoice, after statutory and other deductions in terms of the contract documents. Any Daily Settlement Amounts paid to Selected Bidder will be adjusted in the monthly invoice payment. Mode and directives of operating Escrow account shall be decided by the Client.
  - b. Payment shall be based on the actual passenger count, with minimum guarantee check and adjustment performed annually, as confirmed by Selected Bidder.





- c. Selected Bidder shall raise monthly invoice to the Purchaser after reconciliation of data, and shall submit a monthly summary statement of Digital Payments collected during the month along with the invoice. Purchaser will certify and forward to Client for payment.
- d. Payment after applicable statutory deductions shall be made by the Client for the due amount for the undisputed invoice, after adjustments for any applicable penalties including the penalties mentioned in clause 10 of the tender document, within 10 (ten) days from the receipt of the invoice. Invoices shall be accurate, and the Purchaser reserves the right to make adjustments (if any) to the subsequent invoice payments to correct for inaccuracies (if any).
- e. Payment to Service Provider/Contractor and remittance of statutory recoveries made from the bills, to concerned authorities shall be done by Client.

## 2. Rights of The Purchaser

- a. To propose Change Requests related to the Project, Operations, SLA, or Scope of Work.

## 3. Obligations of The Purchaser

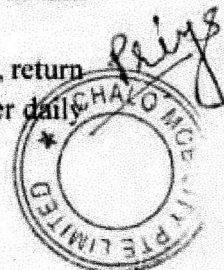
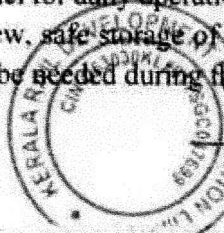
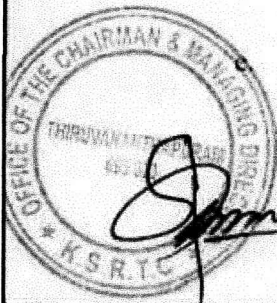
- a. To inform the Selected Bidder 1 (one) month in advance of new bus fleet additions to enable the Selected Bidder to arrange all necessary hardware and infrastructure as per the terms of the Tender.

## 4. Rights of The Client

- a. To propose Change Requests related to the Project, Operations, SLA, or Scope of Work.
- b. To decide any and all aspects in relation to bus operations, including the fares, routes, schedules, fleet size, and modify these from time to time.
- c. To levy penalties and fines as per the SLA as per the recommendation of consultant.

## 5. Obligations of The Client

- a. To compensate the Selected Bidder fully in case of physical damage, loss, or theft of hardware or any other asset, if willfully, by any employee or staff member of the Client, within 15 (fifteen) Business Days of such event being reported. A Technical Committee comprising of representatives of all three parties will be constituted and the decision of the Committee will be final in this regard.
- b. Payment after applicable statutory deductions and penalties of all undisputed invoice raised by the Selected Bidder within 10 (ten) days of the receipt of the monthly invoice.
- c. To ensure availability of bus crew, key stakeholders, and all resources necessary (excluding internet connectivity) for Project implementation, training, and daily operations.
- d. To ensure that all bus crew and employees adhere to protocols and processes laid out by the Selected Bidder for successful Project implementation and daily operations and processes.
- e. To provide personnel for daily operations such as issuance of ETIMs to bus crew, return of ETIMs from crew, safe storage of ETIMs, charging of ETIMs, and any other daily operations as may be needed during the Term of the Project.





#### 6. Rights of The Consultant

- a. To supervise the performance and execution of the Project.
- b. To propose Change Requests related to the Project, operations, SLA, or Scope of Work.

#### 7. Obligations of The Consultant

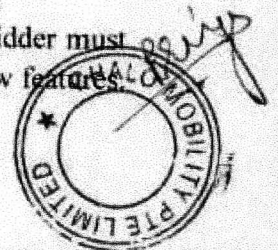
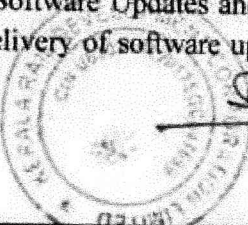
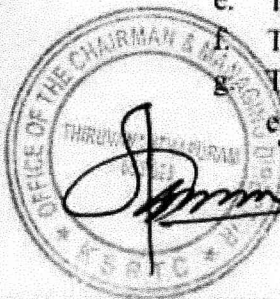
- a. To ensure that efforts are undertaken to safeguard all hardware and other assets deployed by the Selected Bidder in the Project implementation.
- b. To ensure that Project is implemented on 100% of buses operated by the Client and / or operated under the umbrella brand of the Client during the Term of the Project.
- c. To certify undisputed invoice raised by the Selected Bidder for payment by the Client.
- d. To ensure that the project work is in operative condition and is beneficial to the client throughout the contract period (subject to mutually agreed terms and conditions including fees by and between Purchaser, Client and Service Provider). The Consultant is obliged to retrieve all data and other hand outs extended by the Client to the contractor in connection with project in case of repudiation or termination of the Agreement.

#### 8. Rights of The Selected Bidder

- a. To develop new travel products, in close coordination and approval of the Client, that are facilitated by the new technology deployed. For e.g. new kinds of ticket options, passes, travel plans, etc.
- b. To promote digital offerings on behalf of the Client, including through awareness campaigns, offering promotional items, and offering discounts, with the express permission of the Client.
- c. To co-brand the mobile app as approved by the client.
- d. The smart cards shall be co-branded with the Brand names and logos as decided by the Client and Selected Bidder, the final design to be approved by the Client conforming to the applicable guidelines. NCMC shall be co-branded with the Client conforming to applicable NCMC guidelines.
- e. To evaluate and accept, or reject, or offer an alternative suitable solution for any Change Request submitted by the Client.

#### 9. Obligations of The Selected Bidder

- a. To complete implementation of the Project as per the timelines and Scope of Work agreed with the Client.
- b. To ensure smooth functioning and day to day operations for the Client.
- c. To meet SLA levels agreed with the Client.
- d. To provide personnel on cluster basis for maintenance and repair of ETIMs, AFCS, do necessary updates of Mobile application and replace and do needful for seamless ticketing and other operations as per terms of reference in the contract.
- e. To replace/rectify any faulty hardware / software at its own cost
- f. To create a mechanism to report fault or damages in hardwares or softwares
- g. Timely Delivery of Software Updates and New Features – The selected bidder must ensure the prompt delivery of software updates and the introduction of new features.



Emphasis should be placed on continuous improvement, especially regarding ongoing efforts in Whatsapp based ticketing solutions.

- h. Provision of Passenger Information System (PIS) Software, Auditor App without extra charges - The selected bidder must provide the PIS and Auditor App and ensure the integration of various software systems into a common dashboard at no additional cost.
- i. Exclusion of Concession and Luggage Tickets from Billing - The selected bidder must exclude concession tickets, pertaining to categories of concessions implemented prior to the date of execution of this Agreement, and luggage tickets from the billing process.
- j. The service provider shall be responsible for implementing any upgrades mandated by law, including orders or directives issued by the Government of India or the Government of Kerala. Such upgrades shall be carried out in consultation with the purchaser, and the terms for implementation shall be mutually agreed upon by the Parties.
- k. The Selected Bidder shall ensure that, with respect to its obligations relating to cloud-based hosting under the Agreement, a dedicated cloud instance shall be created for the Client. The account details, including credentials, for such instance, shall be shared with the Client. Any changes to the credentials during the contract period shall be promptly communicated to the Client.

#### 10. Default and Remedies

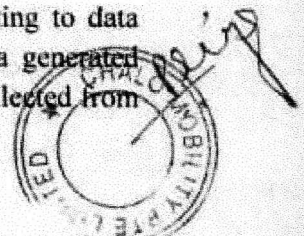
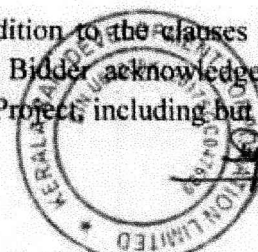
- a. Any material failure by the Consultant or the Contractor or the client, to perform timely under this Agreement, or
- b. Any representation or warranty made by any parties in this Agreement, any financial statement, or any statement or representation made in any other certificate, report or opinion delivered to a party by any other party in connection with this Agreement proves to have been incorrect or misleading in any material respect when made, shall constitute an event of default ("Event of Default") hereunder. In the event of an Event of Default hereunder and such Event of Default not having been cured within the applicable cure periods, if any, set forth in the tender document, the parties may exercise any and all remedies available to it under this Agreement, at law, and in equity, subject to the remedies, if any, set forth in the tender document.

#### 11. Indemnity

The Parties agree to indemnify each other under the Agreement in accordance with the terms and principles set out. Either Party shall indemnify the other Party against all actions, suits, claims, damages and demands brought or made against it in respect of anything done or omitted to be done by the first Party in the execution of or in the connection with the Project. Either Party shall indemnify the other Party against loss or damage to the other Party in consequences of any action or suit being brought against the first Party.

#### 12. DATA PROTECTION:

12.1 **Data Ownership:** In addition to the clauses in tender documents relating to data ownership, the Selected Bidder acknowledges and agrees that all data generated during the course of the Project, including but not limited to raw data collected from





the Electronic Ticketing Machines (ETMs), shall remain the exclusive property of the Kerala State Road Transport Corporation (KSRTC).


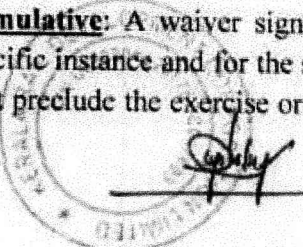
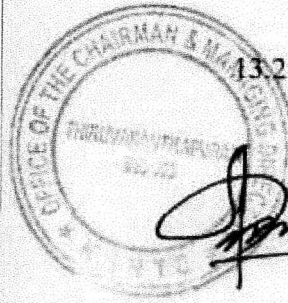
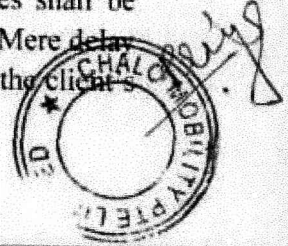
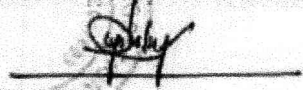
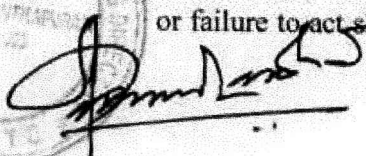
KSRTC will exclusively own all data specifically related to KSRTC operations ("KSRTC Data") and will have exclusive ownership on the data generated from the co-branded mobile app for transactions involving KSRTC ("Co-branded App Data"). Selected Bidder may access, use, analyze, and process KSRTC Data and Co-branded App Data only to the extent necessary for the provision of services under this Agreement and for the furtherance of this project, administrative purposes in connection with the deployment, maintenance and use of the co-branded mobile app and other services, research and development, app enhancements, product enhancements, and operational needs, in compliance with any applicable data protection regulations.

- 12.2 **Data Sharing:** The Selected Bidder shall ensure that all raw data generated from the ETMs and any other relevant data generated during the Project is shared with KSRTC or any other party directed by KSRTC, subject to applicable data protection regulations. This sharing of data shall occur on a regular basis, and in any case, shall not exceed 72 hours; However, if sharing the Data with any additional party (beyond KSRTC) requires increased server capacity, additional hosting resources, or incurs other costs, KSRTC shall bear these costs in full. Selected Bidder shall notify KSRTC of any such costs in advance, and KSRTC shall promptly reimburse Selected Bidder for all reasonable and documented expenses related to data sharing with any third parties.
- 12.3 **Data Format and Accessibility:** The data provided to KSRTC shall be in a format that is easily accessible and usable, as agreed upon by both parties prior to data transfer. The Selected Bidder shall take all necessary steps to ensure the integrity and accuracy of the data shared.
- 12.4 **Confidentiality and Security:** The Selected Bidder shall implement adequate security measures to protect the data from unauthorized access, loss, or alteration. Any confidential or proprietary information belonging to KSRTC shall be treated with the highest degree of confidentiality, and the Selected Bidder shall not disclose such information to any third party without prior written consent from KSRTC.
- 12.5 **Compliance with Data Regulations:** The Selected Bidder shall comply with all applicable laws and regulations concerning data protection and privacy while handling and transferring data generated during the Project.
- 12.6 **Duration of Obligation:** These obligations regarding (i) data ownership shall remain in effect throughout the duration of the Project and in perpetuity; and (ii) data sharing shall remain in effect for a period of 4 months after the termination or expiry of this Agreement, provided that such data is still in the Selected Bidder's possession.

### 13. Miscellaneous

- 13.1 **Amendment:** This Agreement can be amended or terminated only explicitly in a writing signed by all parties to this Agreement.

- 13.2 **Waiver; Remedies Cumulative:** A waiver signed by any of the parties shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the rights of the parties.





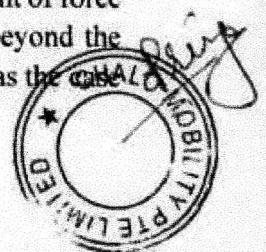
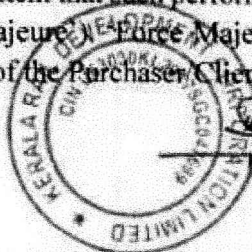
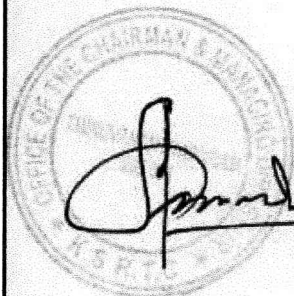
rights or remedies. All rights and remedies of all the parties shall be cumulative and may be exercised singularly or concurrently, at the party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

- 13.3 **Successors and Assigns:** This Agreement shall be binding upon all the parties and their respective successors and assigns, except that neither the purchaser nor the service provider/contractor may assign any of their rights or duties under this Agreement without the prior written consent of the client. This Agreement shall be binding upon and inure to the benefit of the client and its successors and assigns. The termination or expiry of this Agreement shall not limit or extinguish the liabilities of the Parties under this Agreement that have accrued prior to such termination or expiry, including the liability of any Party for any breach, prior to such termination or expiry, of any of its representations, warranties or covenants set forth herein.
- 13.4 **Severability:** If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained in this Agreement or prescribed by this Agreement.
- 13.5 **Interpretation; Headings:** No provision of this Agreement shall be interpreted or construed against any party because that party or its legal representative drafted that provision. Each of the parties hereto shall be deemed to have drafted this Agreement. The rule of law that provides that ambiguities, inconsistencies and the like shall be construed against the author of a document or contract shall not apply to this Agreement. The titles of the Sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Any pronoun used in this Agreement shall be deemed to include singular and plural and masculine, feminine and neuter gender as the case may be. The words "herein", "hereinabove", "hereof", and "hereunder" shall be deemed to refer to this entire Agreement, except as the context otherwise requires.
- 13.6 **Authorized:** This Agreement has been duly and validly authorized by all necessary action on the part of all parties hereto.
- 13.7 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but which counterparts together shall constitute but one and the same instrument.

#### 14. **FORCE MAJEURE**

##### 14.1 **Definition**

- 14.1.1 The Selected Bidder or the Purchaser/Client, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under the Agreement to the extent that such performance is impeded by any event of force majeure ('Force Majeure'). 'Force Majeure' shall mean any event beyond the reasonable control of the Purchaser/Client or of the Selected Bidder, as the case





may be, and which is unavoidable notwithstanding the reasonable care of the Party attached.

#### 14.2 Force Majeure Events

14.2.1 A Force Majeure shall include, without limitation, the following:

- a) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- b) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, curfew, pandemics, epidemics, quarantine, and plague;
- c) Earthquake, landslide, volcanic activity, drought, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- d) Radioactive contamination or ionizing radiation or chemical contamination specifically affecting the Project or resulting from another Force Majeure event;
- e) Any action by competent governmental instrumentality having jurisdiction over the Project, the Purchaser/Client, or the Selected Bidder, resulting in a loss of access to the resources of the Project and / or the site(s) of the Project;
- f) An act of God; or
- g) Any other act or event or circumstance of an analogous nature.

#### 14.3 Effects Of Force Majeure Event

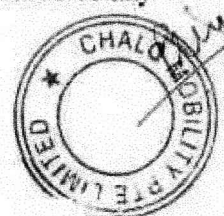
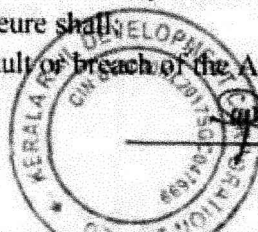
14.3.1 If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within 14 (fourteen) days after the occurrence of such event.

14.3.2 The Party who has given such notice shall be excused from the punctual performance of its obligations under the Agreement for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. Timelines shall be extended as required.

14.3.3 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Agreement and to fulfil its or their obligations under the Agreement, but without prejudice to either Party's right to terminate the Agreement.

14.3.4 No delay or non-performance by either Party caused by the occurrence of any event of Force Majeure shall

- a) Constitute a default or breach of the Agreement; or



b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non- performance;

If, and to the extent that such delay and non-performance is caused by the occurrence of an event of Force Majeure.

14.3.5 If the performance of the Agreement is substantially prevented, hindered, or delayed for a single period of more than 90 (ninety) consecutive days on account of one or more events of Force Majeure during the Term, the Parties shall attempt to develop a mutually satisfactory solution.

14.3.6 Under any circumstances whatsoever, Force Majeure shall not apply to any obligation of the Client to make payments to the Selected Bidder under this Project.

14.3.7 For the avoidance of doubt, it is expressly clarified that the failure on the part of the Selected Bidder under the Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of Force Majeure. In so far as applicable to the performance of services the Selected Bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, Client's practices, processes, and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

## **15. TERMINATION**

### **15.1 Termination Due to Material Breach**

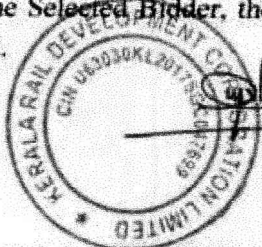
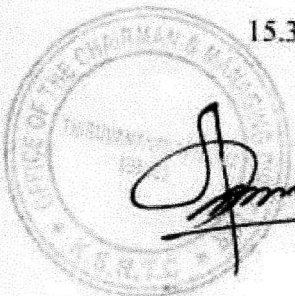
15.1.1 In the event that either Party has served a notice to the other Party for curing a Material Breach (as defined in clause 15 of the tender document), and in case the Material Breach continues after the notice period has expired, and the Parties are unable to resolve the matter amicably, the aggrieved Party shall have the option to terminate the Agreement.

### **15.2 Termination for Other Reasons**

15.2.1 Neither Party shall terminate the Agreement without a Material Breach that may cause for such termination. That, if any difference and dispute arise between the Parties during the period of this Agreement, the same may be settled initially amicably by mutual discussion of both the parties. In case of failure, the Parties will comply with clause 17 'Settlement of Disputes' of this Agreement.

### **15.3 Effects of Termination**

15.3.1 In the event that the Client terminates the Agreement pursuant to Material Breach on the part of the Selected Bidder, the PBG furnished by the Selected Bidder may be forfeited.





15.3.2 In the event that the Selected Bidder terminates the Agreement pursuant to Material Breach on the part of the Purchaser/Client, the Purchaser/Client shall:

- a) Return the PBG in full;
- b) Settle all the pending dues and amounts accrued until the date of termination;
- c) Return all hardware and other assets deployed by the Selected Bidder for the project, or compensate the Selected Bidder in lieu thereof.

The Selected Bidder shall not be liable in any manner whatsoever to the Purchaser/Client.

15.3.3 Upon termination of this Agreement, the Parties shall comply with the Exit Management process as described in clause 16 of this Agreement.

## **16. EXIT MANAGEMENT**

16.1 The Selected Bidder shall submit a detailed exit management plan 6 (six) months prior to the expiry of Term. The exit management plan shall include following, but not limited to:

- a) Detailed inventory of all licenses, documents, manuals, etc. created under the Project;
- b) Method of transition including roles and responsibilities of both the parties to handover and take over the charge of project, regular activities, and support activities;
- c) Proposal for the necessary setup or institutional structure required at the Client to effectively maintain the project after expiry of Term;
- d) Training and handholding of the Client's staff or designated officers for maintenance of Project after expiry of Term; and
- e) Backup of all data associated with the Project in a mutually agreed format. The Purchaser/Client shall start preparation for the transition accordingly.

## **17. SETTLEMENT OF DISPUTES**

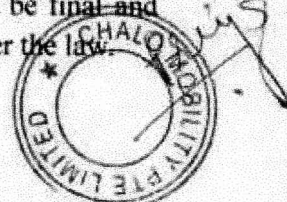
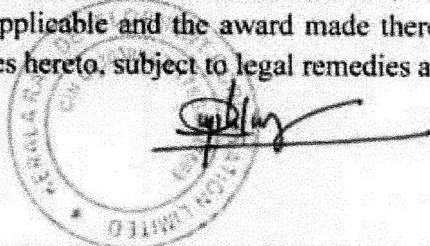
17.1 A Party claiming that a dispute has arisen must give the other Party to the dispute, notice setting out details of the dispute.

17.2 During 14 (fourteen) days (or longer if the Parties agree in writing) after a notice is given, each Party to the dispute must use its reasonable efforts to resolve the dispute.

17.3 If the Parties cannot resolve the dispute within that period, then any such dispute or difference whatsoever arising between the parties to the Agreement shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein.

17.4 If the parties cannot agree on the appointment of the arbitrator within a period of 1 (one) month from the notification by one Party to the other of existence of such dispute, then the arbitrator shall be appointed by the High Court of the jurisdiction specified in this Tender.

17.5 The provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law.





## 18. JURISDICTION OF COURTS

- 18.1 In case of any claim, dispute or difference rising in respect of the Agreement, the cause of action there of shall be deemed to have arisen within or outside Kerala and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in Kerala only.

## 19. SERVICE LEVEL AGREEMENT ('SLA')

### 19.1 SLA During Implementation Phase

#### 19.1.1 Calculation of SLA

- a) The Selected Bidder shall adhere to the Project Timelines defined in clause 6.
- b) The Selected Bidder shall be penalized the 'Implementation Penalty Amount' as defined below for each full calendar week of delay beyond the Go Live date, except under Force Majeure conditions.

**Implementation Penalty Amount = ₹50,000 (Rupees Fifty Thousand Only)**

- c) The cumulative maximum Implementation Penalty Amount levied on the Selected Bidder shall be limited to 10 (ten) full calendar weeks.

### 19.2 SLA During Operations and Maintenance Phase

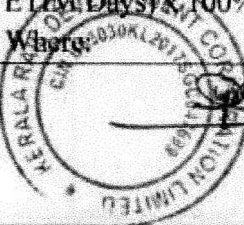
#### 19.2.1 Calculation Of SLA

- a) The Selected Bidder shall adhere to the SLA defined below for each component.
- b) The Selected Bidder shall be penalized the 'SLA Penalty Amount' defined below for failing to meet SLA.
- c) **The cumulative maximum SLA Penalty Amount levied on the Selected Bidder in any given calendar month shall be limited to 2.5% (two-point five percent) of the Monthly Invoice Amount.**
- d) SLA calculations shall always exclude:
  - a) Scheduled Maintenance Time;
  - b) Any time period when Force Majeure conditions are in effect; and
  - c) Any impact due to a failure on the part of the Purchaser to meet their obligations.

#### 19.2.2 SLA For ETIMs Platform

<b>Definition</b>	'Availability of ETIM' means that the ETIM is able to perform intended functions or the ETIM is issued in time
<b>SLA</b>	The cumulative average Availability of ETIMs for all ETIMs should be at least 99% (ninety nine percent) in a calendar month.
<b>SLA Measurement</b>	Availability of ETIMs = (Working ETIM Days / Total ETIM Days) x 100%

Where:





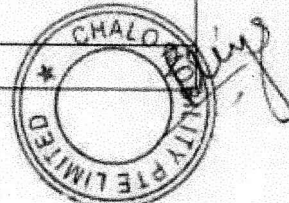
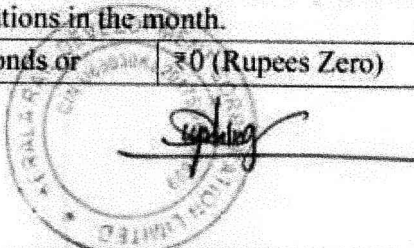
		Working ETIM Days = Daily functional ETIM count x days of operation in the month. Total ETIM Days = Total ETIM count x days of operation in the month	
SLA Amount	Penalty	99% or more:	0 (Zero)
		98% to 98.99%:	0.5% (Zero-point five percent) of the Monthly Invoice Amount
		97% to 97.99%:	1.5% (One-point five percent) of the Monthly Invoice Amount
		Less than 97%:	2.5% (Two-point five percent) of the Monthly Invoice Amount
Critical SLA		95%	

### 19.2.3 SLA For AFCS

<b>Definition</b>	'Availability Of AFCS' refers to the total time when the AFCS and its applications are available for performing operations.		
<b>SLA</b>	The Availability of AFCS should be at least 99% (ninety nine percent) in a calendar month.		
<b>SLA Measurement</b>	<b>Availability Of AFCS = ((AFCS Scheduled Operation Time – AFCS Platform Downtime) / (AFCS Scheduled Operation Time)) x 100%</b>		
<b>SLA Penalty Amount</b>	99% or more:	₹0 (Rupees Zero)	
	98% to 98.99%:	₹10,000 (Rupees Ten Thousand Only) per month	
	95% to 97.99%:	₹20,000 (Rupees Twenty Thousand Only) per month	
	Less than 95%:	₹30,000 (Rupees Thirty Thousand Only) per month	
<b>Critical SLA</b>		94%	

### 19.2.4 SLA For Application Response Time Of AFCS

<b>Definition</b>	'Application Response Time' refers to the time taken to load a webpage of any of the AFCS applications, measured in seconds.		
<b>SLA</b>	The Average Application Response Time should not exceed 10 (ten) seconds in a calendar month.		
<b>SLA Measurement</b>	<b>Average Application Response Time = The average time taken, in seconds, to load a webpage for AFCS applications.</b> As measured by a reputed web analytics solution or via automated reports, across all pages loaded for all AFCS applications in the month.		
	10 seconds or	₹0 (Rupees Zero)	



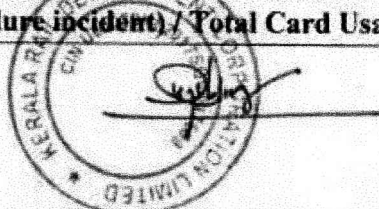
<b>SLA Penalty Amount</b>	lesser:	
	11 to 15 seconds:	₹ 10,000 (Rupees Ten Thousand Only) per month
	15 to 20 seconds:	₹ 20,000 (Rupees Twenty Thousand Only) per month
	21 seconds or more:	₹ 30,000 (Rupees Thirty Thousand Only) per month
<b>Critical SLA</b>	30 seconds	

#### 19.2.5 SLA For Mobile Tickets and Mobile Passes

<b>Definition</b>	'Availability of Mobile Tickets' means that all Valid Mobile Tickets are validated for travel on the bus.	
<b>SLA</b>	The cumulative average Availability of Mobile Tickets should be at least 99% (ninety nine percent) in a calendar month.	
<b>SLA Measurement</b>	<p>Availability of Mobile Tickets = <math>[(\text{Total Mobile Ticket usage} - \text{Mobile ticket failure}) / \text{Total Mobile Tickets Usage}] \times 100\%</math></p> <p>Where:</p> <p>Mobile Tickets Failure Incidents = Count of unique Failure Incidents reported by Purchaser to Selected Bidder where a Valid Mobile Ticket failed validation on a bus.</p> <p>Total Mobile Tickets Usage = Count of all mobile tickets issued and mobile pass validated in the month.</p>	
<b>SLA Penalty Amount</b>	99% or more:	0 (Zero)
	98% to 98.99%:	0.5% (Zero-point five percent) of the Monthly Invoice Amount
	97% to 97.99%:	1.5% (One point five percent) of the Monthly Invoice Amount
	Less than 97%:	2.5% (Two-point five percent) of the Monthly Invoice Amount
<b>Definition</b>	'Availability Of Mobile Tickets' means that all Valid Mobile Tickets are validated for travel on the bus.	
<b>Critical SLA</b>	95%	

#### 19.2.6 SLA For Smart Cards Platform

<b>Definition</b>	'Availability Of Smart Cards Platform' means that all Valid Smart Cards can be used for payments for tickets and / or validated for travel plans stored on the smart card.	
<b>SLA</b>	The cumulative average Availability of Smart Cards Platform should be at least 99% (ninety nine percent) in a calendar month.	
<b>SLA Measurement</b>	<p>Availability of Smart Cards Platform = <math>[(\text{Total Card usage} - \text{Card failure incident}) / \text{Total Card Usage}] \times 100\%</math></p>	





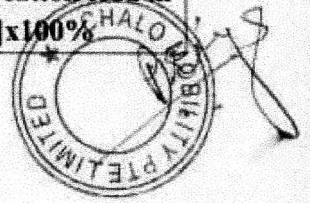
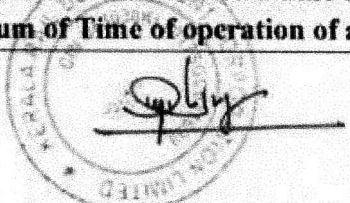
	<p>Where:</p> <p>Card Failure Incidents = Count of unique Failure Incidents reported by Purchaser to Selected Bidder where a Valid Smart Card failed payment or validation on a bus.</p> <p>Total Card Usage = Count of all smart card transactions validated in the month.</p>	
<b>SLA Penalty Amount</b>	99% or more:	0 (Zero)
	98% to 98.99%:	0.5% (Zero-point five percent) of the Monthly Invoice Amount
	97% to 97.99%:	1.5% (One point five percent) of the Monthly Invoice Amount
	Less than 97%:	2.5% (Two-point five percent) of the Monthly Invoice Amount
<b>Critical SLA</b>	95%	

#### 19.2.7 SLA For Cloud Based Hosting

<b>Definition</b>	'Availability of Cloud Based Hosting' refers to the total time when the hosting infrastructure is available for performing operations.	
<b>SLA</b>	The average Availability of Cloud Based Hosting should be at least 99% (ninety nine percent) in a calendar month.	
<b>SLA Measurement</b>	<b>Availability of Cloud Based Hosting = [(Cloud Based Hosting Scheduled Operation Time – System Downtime) / Cloud Based Hosting Scheduled Operation Time] x100%</b>	
<b>SLA Penalty Amount</b>	99% or more:	₹0 (Rupees Zero)
	98% to 98.99%:	₹10,000 (Rupees Ten Thousand Only) per month
	95% to 97.99%:	₹20,000 (Rupees Twenty Thousand Only) per month
	Less than 95%:	₹25,000 (Rupees Twenty-Five Thousand Only) per every 1 (one) percentage lesser, or part thereof, per month
<b>Critical SLA</b>	94%	

#### 19.2.8 SLA For Live Location Tracking

<b>Definition</b>	'Availability of live location tracking' refers to total time the live location data is available in the mobile app for all the buses in service'	
<b>SLA</b>	The average Availability of live location tracking should be at least 95% (Ninety five percent) in a calendar month.	
<b>SLA Measurement</b>	<b>Availability of Live location Tracking = [(Sum of operation time of all buses- Sum of Down time of Live Location feed in buses)/ Sum of Time of operation of all buses)]x100%</b>	



<b>SLA Penalty Amount</b>	95% or more:	0 (Zero)
	93% to 95%:	0.5% (Zero-point five percent) of the Monthly Invoice Amount
	91% to 93%:	1.5% (One-point five percent) of the Monthly Invoice Amount
	Less than 91%:	2.5% (Two-point five percent) of the Monthly Invoice Amount
<b>Critical SLA</b>	90%	

If there is a breach on the 'Critical SLA' levels mentioned in this clause 19 for 2 (two) or more items for 3 (three) or more consecutive months, it will be considered as material breach and the same will be dealt under the provisions of Clause 15 of tender document.

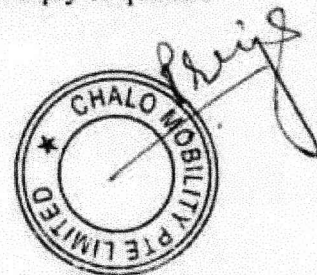
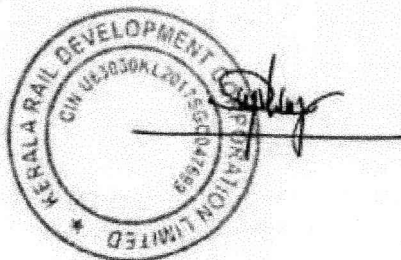
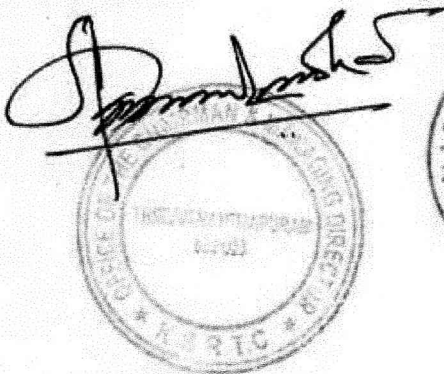
## 20. NOTICES:

Any party may deliver notices to the other by personal delivery/by postal delivery/ Electronic media at

- Transport Bhavan, Fort, Thiruvananthapuram, 695023, [ksrtccmd@gmail.com](mailto:ksrtccmd@gmail.com) and [cmd@kerala.gov.in](mailto:cmd@kerala.gov.in) (the Client),
- 5<sup>th</sup> floor, Trans Tower, Vazhuthacaud, Thycaud P.O, Thiruvananthapuram, Kerala-695014, [krdclgok@gmail.com](mailto:krdclgok@gmail.com) (the Purchaser),
- F-611 Tower 2, Seawoods Grand Central Mall, Sector 40, Navi Mumbai, Thane, Maharashtra, India 400706, [priya@chalo.com](mailto:priya@chalo.com) (the Contractor)

Notices shall be deemed delivered on the date of actual receipt.

- All the provisions of the RFP, LoA and the tripartite agreement shall be binding on the Purchaser, Client and the Service Provider/Contractor and forms integral part of this agreement which shall be read along with this agreement. The order of precedence of the documents is as stated below and in the event of inconsistency, the first on the list takes precedence.
  - this Agreement
  - Agreement-02
  - Letter of Acceptance (LoA)
  - Bid documents submitted by Contractor
  - Tender document as modified by Corrigendum/reply to queries






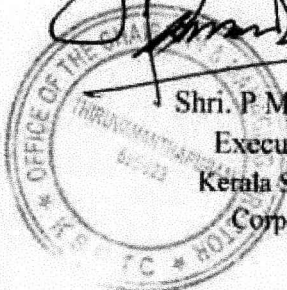
IN WITNESS WHEREOF THE AGREEMENT IS EXECUTED BY THE RESPECTIVE PARTIES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

Signed by



On Behalf of  
CLIENT

On Behalf of  
PURCHASER

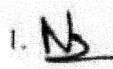
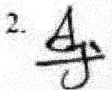
On Behalf of  
SERVICE PROVIDER/  
CONTRACTOR/SELECTED  
BIDDER

  
  
Shri. P M Sharaf Muhammed,  
Executive Director (IT)  
Kerala State Road Transport  
Corporation (KSRTC)

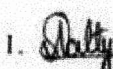

  
  
Shri. Joseph K J  
General Manager/Civil,  
Kerala Rail Development  
Corporation Limited (KRDCL)

  
  
Mso. Priya Singh  
Co-Founder & Director  
Chalo Mobility Private Limited

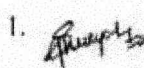
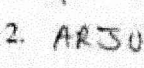
Witness

1.  Nishanth  
DM (IT)
2.  Arya Vijay  
DM (IT)

Witness

1.  Aswathy Mohan  
Section Engineer
2.  Dhaneeth Anwar  
Scho. Engineer

Witness

1.  SHREYANESH JAIN  
CHIEF OF STAFF
2.  ARJUN CH  
PROJECT HEAD  
KSRTC