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Innowave IT Infrastructures Ltd

फक्त प्रतिज्ञापत्रासाठी

P3, Magarpatta
Hadapsar Pune - 411028

मुद्रांक विकत घेणाऱ्याचे नाव

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक

दिनांक

मुद्रांक विकत घेणाऱ्याची सही

परवानाधारक मुद्रांक विक्रीत्याची सही

परवाना क्रमांक : ८००००९०

मुद्रांक विक्रीचे नाव/पत्ता : श्री. कल्पेश प्रेमजी गाला

शॉप नं.४, भाग्योदय बिल्डींग, ७९ नगीनदास मास्टर रोड, फ्लॅट, गुंडई-४०० ००९

शासकीय कार्यालयासमोर/ज्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक

कागदाची आवश्यकता नाही. (शासन आदेश दि. ०१/०९/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक अरेदी केल्यांनी त्यांचे कारणासाठी मुद्रांक

अरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

- 4 DEC 2025.



MASTER KEY

This Master Key is issued to the holder for the purpose of opening the safe and the contents of the safe are to be kept safe and sound.

Date of issue: 19.12.2025

By: [Signature]

For: [Signature]

Director of Police, Maharashtra State Police

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

Officer in Charge, Police Station, [Location]

M/s. Smart Services Private Limited, a Company incorporated under the Companies Act, 1956, having its registered office at 403, Western Court, Building D, Opp. E-Square, Bhamburda, Shivaji Nagar, Pune, Maharashtra, India, 411016 (hereinafter referred to as “**Consortium Member 1 / Lead Member**” which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

And

M/s. Innowave IT Infrastructures Limited, a Company incorporated under the Companies Act, 1956, having its registered office at 504, Pentagon P-3, Magarpatta City, Hadapsar, Pune, Maharashtra, India, 411028 (hereinafter referred to as “**Consortium Member 2**” which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Consortium Member 1 and Consortium Member 2 are collectively referred to as “**Selected Agency**” Further, each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

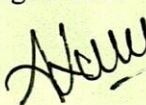
Whereas:

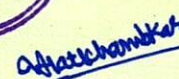
- The Department has issued the Request for Proposal No. DMER/IT-Infra/2025 and Tender No. e93 (2024-2025) (hereinafter referred to as “**RFP**” and attached and is integral part of this Agreement, through an open competitive bidding process, invited proposals from organizations by way of RFP, to appoint reputed organization / agency for provisioning of IT Infrastructure in the Hospitals of Directorate of Medical Education and Research (DMER), Govt. of Maharashtra for years across Maharashtra.
- Pursuant to Clause 3.2 of the RFP, which allows for the formation of a 2-member Consortium for the purposes of bid submission, Consortium Member 1 and Consortium Member 2 entered into a Consortium Agreement dated 20 March 2025.
- Selected Agency** had participated in the bidding process and post evaluation of its bid, **Selected Agency** has been selected as a successful bidder.
- The Department has issued a letter of intent (LOI) No. **DMER/M&F PUR/Tender Acceptance/3293/2025 Date 05/05/2025** in favor of **Selected Agency** as successful agency for the project and calling upon it to execute the contract with it.
- After detailed reviews of the survey, DMER found that the needed LAN points has grown to about twice the original plan. This is due to the fast changes in digital health needs, focused more on LAN setups to add key digital tools like E-Office, E-Aushadhi, E-Upkaran, SLCMS and new modules of the next-level Hospital Management Information System (NextGen e-Hospital). To fulfil the changing priorities and needs of hospital and colleges, implementation team has done several follow-up surveys and carefully adjusted to these new needs, setting up the best LAN connections to improve daily work and patient care.
On top of the original 4,472 LAN points, DMER added 1,103 more points through a Work Order on 12th October 2025.

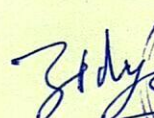
Now, therefore, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, with the intent to make themselves legally bound agree as follows:

1. Definitions


DIRECTOR
MEDICAL EDUCATION AND
RESEARCH, MUMBAI

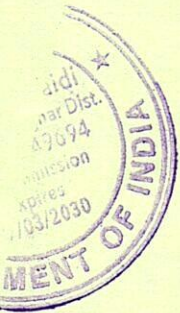

SMART SERVICES PVT. LTD.


Smart Services Private Limited


Innovave IT Infrastructures Limited

In this Agreement, in addition to other words and expressions that may be defined elsewhere in this Agreement, unless the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

- i. "Agreement" means this service agreement, its Schedules, its Annexures and any written amendments or variations thereof, made in accordance with its terms, RFP and annexures.
- ii. "Applicable Law" means, with respect to each Party, all laws, codes, ordinances, statutes, rules, regulations, orders, decrees, judgments, injunctions, notices or binding agreements promulgated or entered into or issued by any Government Authority having jurisdiction over such Party, the Project or such Party's obligations under this Agreement, as the same may be modified, amended or repealed from time to time.
- iii. "Business Day" means any day other than Saturday, Sunday, public holidays in the State of Maharashtra or other holiday as observed by DMER.
- iv. "Business Hours" means the working hours on all Business Days as per working hours of DMER.
- v. "Change in Tax" means, after the Effective Date: (a) a change in the rate of an existing Tax after execution of the Agreement; or (b) the imposition of a new Tax or repeal of any existing Tax in relation to the direct transaction between the Parties, but excluding changes in withholding taxes and direct taxes (which include income tax, corporate tax, profession tax and wealth tax) and formation of a new law by subsuming of existing laws.
- vi. "Claim" includes any claim, proceeding, cause of action, action, demand, penalty or suit (including by way of contribution or indemnity) at law or in equity
- vii. "Commencement Date" means the date from which the Parties become liable to perform their obligations under this Agreement
- viii. "Government Authority" means any federal, State, local and municipal or other governmental, regulatory, administrative, judicial, quasi-judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or person in question.
- ix. "Agency's Representative" means the person nominated by AGENCY for execution of this Agreement
- x. "Loss" means any and all judgments, damages, fines, losses, liabilities, interest, awards, penalties, costs and expenses, including, reasonable attorneys' fees, court costs, and other reasonable costs of suit, arbitration, dispute resolution or other similar proceedings.
- xi. "Department's Representative" means the person nominated by Department for execution of this Agreement
- xii. "Notice" means a notice given in accordance with this Agreement.




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- xiii. "Price" shall have meaning ascribed to it in this Agreement.
- xiv. "Scope of Work" means the scope of work in relation to programs and projects of Department, as detailed in this Agreement.
- xv. "Taxes" means any taxes, fees, levies, statutory charges, interest, penalties or other sum levied pursuant to any Applicable Law, including all sales, value added, excise and storage taxes, service taxes, licence and permit fees, entry tax, works contract, levies, cess, imposts, deductions, charges, withholdings and duties

2. Interpretation

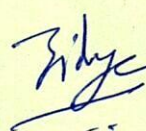
In this agreement, unless a contrary intention is evident:

- i. The clause headings are for convenient reference only and do not form part of this agreement;
- ii. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- iii. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this agreement including any amendments or modifications to the same from time to time;
- iv. A word in the singular includes the plural and a word in the plural includes the singular;
- v. A word importing a gender includes any other gender;
- vi. A reference to a person includes a partnership and a body corporate;
- vii. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- viii. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- ix. In the event of an inconsistency between the terms of this agreement and the RFP and the Bid, the terms of RFP shall prevail.




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Aftab Chaudhary

3. Priority of documents

The several documents forming the agreement shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the priority of the documents forming this agreement shall be as follows:

- i. RFP document
- ii. This Agreement
- iii. Department's Letter of Intent (LOI)
- iv. Any other document which has expressly agreed to by the Parties to form part of the agreement

4. Agreement / Contract Period

The appointment period of **Selected Agency** under this agreement / contract shall be for a period of minimum for Five (05) years from the date of completion of Testing of Hardware equipment.

The DMER Department reserves the right to further extend the validity this Agreement as deemed fit by the Department and after mutual agreement between the parties in this regard, in writing, but not more than two years.

5. Performance Bank Guarantee (PBG)

- i. The Selected Agency has deposited the Performance Bank Guarantee (PBG) of 50 Lakhs by way of Bank Guarantee from a Scheduled Bank with Department on [date] within the stipulated timeline mentioned in the LOI.
- ii. The PBG so submitted shall be valid for the period of contract and it shall be discharged by Department within 3 months post the completion of contract.
- iii. Selected Agency shall have option of converting the EMD so paid while submitting the Bid into the PBG to be deposited with the Department.
- iv. The proceeds of PBG shall be payable to Department as compensation for any loss / penalties / liquidated damages resulting on account of Selected Agency's failure under this Agreement.
- v. Selected Agency shall have to furnish a renewed PBG for an appropriate extended period in case Department shall decide to extend the period.

6. Confidentiality

- i. Selected Agency agree that Department, during the term of agreement, shall make available sensitive data which may be highly confidential pertaining to the Department's operation, government policy & guidelines etc. (hereinafter referred to as "**Confidential Information**") to Selected Agency's under this Project. Hence, the function of Department requires Selected Agency to demonstrate utmost care, sensitivity and strict confidentiality. Disclosure or usage of such data by any un-authorized recipient may cause considerable damage to Department.
- ii. Selected Agency hereby agree to maintain strict privacy and confidentiality of Department's confidential information so provided under this agreement or its resources may get access to while working at Department.
- iii. Selected Agency, shall not copy the confidential Information or allow it to be copied or disclosed, transfer, publish or communicate the confidential information in any manner to any person directly or indirectly in whole or in part, without Department's prior written consent except as otherwise expressly provided in this Agreement or as required in connection with

Selected Agency's use as permitted by Department.

- iv. Selected Agency shall make adequate provisions so as not to allow unrestricted access to such confidential information to people who may not have necessary permissions. Selected Agency or any of its resource shall not sell or part with such data in any form.
- v. Selected Agency, further agree to take such steps necessary to protect Department's confidential information from unauthorized use, reproduction and disclosure as AGENCY may take in relation to its own confidential information of the same type, but in no event less than reasonable care; and to use such confidential information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by Department in writing
- vi. In case of any breach of this confidentiality clause by AGENCY or any of its resource then, the penalty or termination of the agreement or both shall be imposed along with prosecution by Department. The amount of the penalty will be decided by Department based upon severity of the default.
- vii. This confidentiality clause does not apply to any information / data if it:
 - a. is publicly known or becomes publicly known other than by breach of this Agreement or any other obligation of confidentiality by Selected Agency;
 - b. was rightfully in the possession of Selected Agency at the time of disclosure to it without any obligation to restrict its further use or disclosure;
 - c. is disclosed to Selected Agency without restriction by a third party when the third party is not, to the best of Selected Agency's knowledge, subject to a confidentiality obligation to the Disclosing Party; or
 - d. is developed independently by Selected Agency without reliance on any of Department's Confidential Information; or

7. Selected Agency's Obligations

- i. Selected Agency's obligations shall include all the activities as specified by the Department in the Scope of Work and other sections of the RFP and this Agreement and changes thereof to enable the Department to meet the objectives and operational requirements.
- ii. It will be Selected Agency's responsibility to ensure the proper and successful supply of Hardware equipment, installation and testing in accordance with and in strict adherence to the terms of RFP and this Agreement.
- iii. Selected Agency shall provide single point of contact for this project for communication with Department.
- iv. Selected Agency shall be contactable at all times and message sent by phone/e-mail/ SMS from the Department shall be acknowledged immediately or as soon as reasonably practicable on receipt on the same day.
- v. Selected Agency shall fulfil any other obligations as mentioned in the RFP document.
- vi. Selected Agency shall comply with all prevailing applicable laws and rules of Government of India and/or Government of Maharashtra.

8. Department's Obligations

- i. The Department nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to Selected Agency.
- ii. The Department representative shall interface with Selected Agency to provide the required

information, clarifications, and to resolve any issues as may arise during the execution of the agreement.

- iii. The Department may provide on Selected Agency's request, particulars/information/ or documentation that may be required by Selected Agency for providing services covered under this agreement.
- iv. The Department shall ensure that timely approval is provided to Selected Agency as and when required, which may include approvals for documentation, civil, electrical or any other document necessary in fulfilment of this agreement.
- v. Department Shall ensure that the payment to Selected Agency shall be released as per the payment terms mentioned in this Agreement.

9. Events of Default by Agency

The following shall be considered events of default by the Selected Agency, provided that the same do not result due to any fault or delay caused by the Department (including but not limited to failure to or delay in providing site access, approvals, or funds, etc.)

- i. The failure on the part of Selected Agency to perform any of its obligations or comply with any of the terms of this agreement shall constitute an Event of Default on the part of Selected Agency. The events of default as mentioned above may include, inter-alia, the following:
- ii. Selected Agency failed to perform any instructions or directives issued by Department which it deems proper and necessary to execute the scope of work or provide services under the agreement, or
- iii. Selected Agency failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if Selected Agency has fallen short of matching such standards / benchmarks / targets as Department may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this agreement. The above mentioned failure on the part of Selected Agency may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by Department;
- iv. Selected Agency failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by Department, despite being served with a default notice laying down the specific deviance on the part of Selected Agency to comply with any stipulations or standards as laid down by Department; or
- v. The Selected Agency failed to adhere to any amended direction, instruction, modification or clarification as issued by the Department during the term of this agreement and which the Department deems proper and necessary for the execution of the scope of work under this agreement; or.
- vi. Selected Agency failed to demonstrate or sustain any representation or warranty made by it in this agreement, with respect to any of the terms of its Bid, the RFP and this agreement; or.
- vii. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to Selected Agency; or.
- viii. Selected Agency failed to comply with or is in breach or contravention of any applicable laws.
- ix. Where there will be an occurrence of such defaults inter alia as stated above, Department shall issue a notice of default to AGENCY, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable Selected Agency to rectify the default committed.
- x. Where despite the issuance of a default notice to Selected Agency by Department and if Selected Agency fails to remedy the default to the satisfaction of the Department, then, the Department may, where it deems fit, issue to Selected Agency another default notice or proceed to adopt such

remedies as may be available to Department.

10. Terminate the Agreement

- Retain such amounts from the payment due and payable by DEPARTMENT to SELECTED AGENCY as may be required to offset any losses caused to DEPARTMENT as a result of such event of default and SELECTED AGENCY shall compensate DEPARTMENT for any such loss, damages or other costs, incurred by DEPARTMENT in this regard. Nothing herein shall effect the continued obligation of SELECTED AGENCY and SELECTED AGENCY's team to perform all their obligations and responsibilities under this agreement in an identical manner as were being performed before the occurrence of the default.
- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from SELECTED AGENCY as may have resulted from such default and pursue such other rights and/or remedies that may be available to DEPARTMENT under law.

11. Breach and Rectification

- i. In the event that Selected Agency is in material breach of its obligations under this Agreement, the other Party may issue notice to the defaulting Party for curing such material breach. Any notice served pursuant to this clause shall give reasonable details of the material breach.
- ii. In case Agency fails to correct the default / breach even after the stipulated period in the notice so issued and the material breach continues even after the notice period, the other Parties will have the option to terminate the Agreement.

12. Intellectual Property Rights

- i. "Intellectual Property Rights" means any rights in or to any patent, copyright, database rights, rights in relation to the services, software, firmware, know-how, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all applications, renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights confidential trade secrets related to research, development, design, construction, manufacturing, erection, running, maintenance of Projects and/or required for the performance of the Scope of Work under this agreement.
- ii. The Department shall own all Intellectual Property Rights of any new code written / generated or services in relation to the work performed under this agreement by Selected Agency under this agreement. The rights of entire data, including backups, any documents created shall be with the Department. All licenses (perpetual) would be owned by the Department.
- iii. Selected Agency shall continue to retain their rights on the Intellectual Property Rights that they bring in under this Agreement, provided that due permissions and approvals have been obtained from Department on such materials that have been brought in by Selected Agency.

13. Indemnification

- i. SELECTED AGENCY (the "Indemnifying Party") undertakes to indemnify & keep indemnified the other Party, (the "Indemnified Party") from and against all direct losses, liabilities, claims or expenses arising from any claim for damages, suits, proceedings, recoveries, judgments or executions (including but not limited to litigation costs and expenses and reasonable fees of attorney) which may be made or recovered from the Indemnified Party by reason of any acts, omissions (whether negligent or otherwise) or, due to willful misconduct of SELECTED AGENCY
- ii. The indemnities shall be subject to the following conditions:
 - a. The Indemnified Party, as promptly as practicable, shall inform the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - b. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
 - c. If the Indemnifying Party does not assume full control over the defense of a claim, the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses and shall be borne by the Indemnifying Party at actuals;
 - d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - e. All settlements of claims subject to indemnification will:
 - Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;
 - Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- iii. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- iv. The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- v. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

14. Limitation of Liability

- i. Neither this Agreement nor the services delivered by Selected Agency under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any

person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.

- ii. The liability of Selected Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project.
- iii. However, this limitation shall not apply to:
 - a. Claims arising out of gross negligence, willful misconduct, or fraud by the Selected Agency or its personnel;
 - b. Breach of confidentiality obligations under this Agreement;
 - c. Infringement of third-party intellectual property rights;
 - d. Any indemnification obligations under this Agreement.
- iv. In no event shall a Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims even if it has been advised of their possible existence, except as provided under Clause 14 above.

15. Termination

- i. **By Department:** Department may, terminate this agreement in whole or in part by giving Selected Agency a prior and written notice (not lesser than thirty days) indicating its intention to terminate the agreement under the following circumstances:
 - a. Where Department is of the opinion that there has been such event of default on the part of AGENCY as provided under Clause 10 above and may include failure on the part of Selected Agency to rectify its failure in the performance of its obligations under the agreement within thirty (30) days after being notified by Department.
 - b. If, as the result of Force Majeure, Selected Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.
 - c. Where Selected Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including, inter-alia, the filing of any bankruptcy proceedings against Selected Agency, any failure by Selected Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against Selected Agency or the happening of any such events that are adverse to the commercial viability of Selected Agency. In the event of the happening of any events of the above nature, Department shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
 - d. **Termination for Insolvency:** Department may at any time terminate the agreement by giving written notice to Selected Agency, without compensation to Selected Agency, if Selected Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Department.

In the event of termination of this agreement by Department before the expiry of the term, Selected Agency shall be given a period of 30 days to demobilize itself.

ii. **By Selected Agency:** Selected Agency may, terminate this agreement by giving Department a prior and written notice (not less than thirty (30) days) indicating its intention to terminate the Agreement under the following circumstances:

- a. If Department is in material breach of its obligations pursuant to this agreement eg. not adhering to payment terms mentioned in this Agreement and has not rectified the default within 30 days of receipt of notice specifying such breach.
- b. If, as the result of Force Majeure, Selected Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- c. where the Department's ability to perform its obligations under this Agreement is materially impaired or lost owing to any reason whatsoever, including but not limited to, (i) withdrawal or suspension of administrative approvals essential to the project, (ii) failure to allocate or disburse funds necessary for execution of the Scope of Work under this Agreement, (iii) any directive or policy decision of the Government that renders the continuation of the Project commercially or operationally unviable, or (iv) abandonment, indefinite suspension, or cancellation of the project by the Department.

In event of termination of the agreement by Selected Agency due to reason mentioned above, then Department shall release the PBG issued by Selected Agency un-conditionally, subject to deductions, if any, as per this Agreement.

16. Consequences of Termination

- i. In the event of termination of this Agreement, whether consequent to the stipulated Term of the agreement or otherwise, Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which Selected Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to Department and/or the successor agency, as may be required, to take over the obligations of the erstwhile Selected Agency in relation to the execution / continued execution of the scope of this agreement, even where such assistance is required to be rendered for a reasonable period that may extend beyond the agreement term/ termination hereof.
- ii. Where the termination of the agreement is prior to its stipulated term on account of an event of default on the part of Selected Agency as provided under Clause 10 above or due to the fact that the survival of Selected Agency as an independent corporate entity is threatened/has ceased or for any other reason whatsoever, Department shall pay AGENCY for that part of the services which have been authorized by Department and satisfactorily performed by AGENCY up to the date of termination. Without prejudice any other rights, Department may retain such amounts from the payment due and payable to Selected Agency to offset any losses caused to Department as a result of the termination or due to any act/omissions of Selected Agency.
- iii. In case of any loss or damage due to default on the part of Selected Agency in performing any of its obligations with regard to executing the scope of work under this agreement, Selected Agency shall compensate Department for any such loss, damages or other costs, incurred by Department, as per the liability clause mentioned in this agreement.
- iv. Nothing herein shall restrict the right of Department to invoke Selected Agency's Performance Bank Guarantee furnished hereunder for the reasons attributable due to Selected Agency's default / poor performance only, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Department under law.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

17. Exit Compensation

DEPARTMENT shall not terminate the agreement early for any other reasons other than that of SELECTED AGENCY's default or Force Majeure event, failing which DEPARTMENT shall be liable to pay "Exit Compensation" to SELECTED AGENCY. The exit compensation shall be for services authorized by the DEPARTMENT and satisfactorily completed and performed by the SELECTED AGENCY up to the date of termination, for which payment is due.

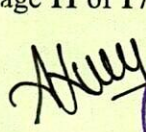
18. Dispute Resolution

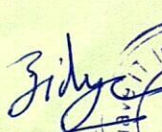
- i. If during the subsistence of this Agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Agreement or regarding any question, including as to whether the termination of this Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement.
- ii. All disputes shall be resolved by the Commissioner, DMER Department passing appropriate order. If any of the parties is aggrieved by the said order, the party can appeal before the Secretary, Medical Education & Drugs Department (MEDD).
- iii. If decision of the Secretary Medical Education Drugs Department (MEDD), is not satisfactory then the issue shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted by a sole arbitrator appointed by Medical Education Drugs Department (MEDD). The seat and venue of arbitration shall be Mumbai, Maharashtra, and the proceedings shall be conducted in English. The award of the arbitrator shall be final and binding on the Parties.
- iv. The Agency shall ensure that no work is stopped or deferred during the time taken for dispute resolution.

19. Force Majeure

- i. "Force Majeure" means any event which is not within the reasonable control of the Party affected, and with the exercise of due diligence, could not reasonably be prevented, foreseen, avoided or removed by such Party, and does not result from such Party's negligence or the negligence of its agents, employees / contractual resources or sub-Agency's, which causes the affected Party to be delayed, in whole or in part, or unable, to partially or wholly perform its obligations under this Agreement and arises due to the occurrence of any of the following events:
 - a. landslides, floods, fires, wars, lightning, induction caused by lightning, earthquakes, storm, typhoon, tsunami, hurricane, tornado, epidemic;
 - b. war and other hostilities including terrorism (whether war be declared or not), invasion,


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act of foreign enemies, mobilization, requisition or embargo, rebellion, revolution, insurrection, military or usurped power and civil war;

- c. state-wide or nationwide riot, lockdown, commotion, civil disorder, industrial disturbance, strikes or lock-outs, except for strikes or lock-outs isolated to the Party claiming a Force Majeure Event;
 - d. ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, emission of hazardous industrial gases or chemicals.
- ii. A Force Majeure Event shall not include: (a) the affected Party's financial inability to perform under this Agreement; (b) sabotage by personnel of the affected Party; and (c) the affected Party's delay or failure to obtain or maintain a Government Approval.
 - iii. In such an event, the affected party shall inform the other party in writing within seven (7) days of the occurrence of such event.
 - iv. Department will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of Selected Agency in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
 - v. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the agreement and to minimize any adverse consequences of Force Majeure.
 - vi. Selected Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the agreement is the result of an event of force Majeure and the same has been communicated to the Department.
 - vii. Unless otherwise directed by Department in writing, all Parties shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
 - viii. If the duration of delay continues beyond a period of one (1) month, Department and Selected Agency shall hold consultations with each other in a good faith to find a solution to the problem.

20. Notices

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address/ email set out in the clause (or such other address as the addressee by 5 (five) Business Days' prior written notice has specified to the other Party).

If to Department:

Address: **Director, Medical Education & Research, Mumbai.** at 4th Floor, Government Dental College & Hospital, St. George's Hospital Compound Mumbai, 400001

Kind attn: **Director, Medical Education & Research, Mumbai**


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If to Selected Agency:

Address: **M/s. Smart Services Private Limited**, 403, Western Court, Building D, Opp. E-Square, Bhamburda, Shivaji Nagar, Pune, Maharashtra, India, 411016

Kind attn: Asst. General Manager

21. Miscellaneous

- i. **Publicity**: Any publicity by the bidder in which the name of the Department is to be used should be done only with the explicit written permission of the Department.
- ii. **Other Conditions**
- a. Neither Department nor Selected Agency shall, without the express prior written consent of the other, assign to any third party, the Agreement or any part thereof, or any right, benefit, obligation, or interest therein or thereunder
 - b. Any modification of this Agreement shall be in writing and signed by an authorized representative of each Party.
- iii. **Relationship between Parties**
- a. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Agreement.
 - b. Department has no obligations to Selected Agency's team except as agreed under the terms of this agreement.
- iv. **Survival**: The provisions of the clauses of this Agreement in relation to indemnity, confidentiality, IPR, Limitation of Liability shall survive the expiry or termination of this Agreement and in relation to confidentiality, the obligations continue to apply unless the disclosing Party notifies the receiving Party of its release from those obligations.
- v. **Entire Contract**: The terms and conditions laid down in the RFP and all annexures, addendum thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of this Agreement. This Agreement supersedes any prior agreement, understanding or representation of the Parties on the subject matter.

22. Governing Law

This agreement shall be governed in accordance with the laws of Union of India and State of Maharashtra..

23. Jurisdiction

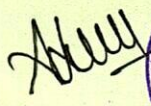
Subject to Clause 14 above, Hon'ble Bombay High Court shall have exclusive jurisdiction to determine any proceeding in relation to this agreement.

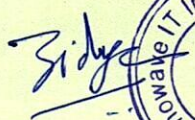
Each signatory hereunder represents and warrants that it is an authorized representative of the Party for whom it is signing this Agreement, with authority to bind said Party hereto.

24. SLA

The Service Level Agreement (SLA) parameters, performance obligations, and associated liquidated damages applicable to the Selected Agency shall be as specified in Section J of the Request for Proposal (RFP)


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Sr. No.	Service Metrics Parameters	Metrics	Deduction
1	Delivery of Material	Material Delivery Timeline 140 days	No Penalty
		From 141 to 170	Rs. 5,000/- per day for each incident
		From 171 to 200	Rs. 25,000/- per day for each incident
		Above 200 days	Rs. 1,00,000/- per day
2	Installation of Material	Material Installation Timeline 260 days	No Penalty
		From 261 to 300	Rs. 10,000/- per day
		From 301 to 360	Rs. 50,000/- per day
		Above 360 days	Rs. 1,00,000/- per day

Notes:

1. The SLA shall be monitored by DMER office
2. T0 = Work order release date, above timelines are applicable from T0 to specified timelines(days)
3. Maximum cap for the penalty would be 10% of the of the Annual Maintenance Contract (AMC). Once the maximum penalty is reached, the department may consider termination of the contract and / or revoking of the Performance Bank Guarantee.
4. Exceptions on enforcing the SLA and other penalty clauses will be made only in case of Force Majeure situations or in exceptional circumstances at the discretion of the Commissioner, DMER.

25.

ANNEXURE A

Payment Milestones / Terms:

Sr. No.	Milestone	Timeline	Percentage
1	Successful delivery of hardware material onsite at each location.	T0+19 weeks Payment will be done on delivery of hardware for each location on pro-rata basis.	50%
2	Installation & Testing of Hardware Material	T+36 weeks – Payment will be done on completion of milestone for each location on pro-rata basis.	30%
3	Technical support & maintenance (AMC)	Quarterly – divided in equal 18 quarters (*After completion of successful installation & testing of hardware)	20%

Note:

1. Selected Agency shall raise the invoices after every successful milestone as mentioned above.
2. The "T0" timeline will start from next date of issue of work order by the Department
3. The Percentage (%) mentioned for each milestone will be against the total cost value (TCV) of project.

26. Standard Operating Process (SOP)

- a. The payment release and procurement of any additional components required shall be governed by the process outlined in this SOP.
- b. DMER shall designate a nodal officer at each of the 53 locations across the Hospitals and Institutions. Such nodal officers shall be responsible for providing approvals related to material receipt, installations, reports on additional requirements, and any other related matters for their respective locations.
- c. The Selected Agency shall submit its invoices, accompanied by the relevant material delivery / supply and installation reports, to the DMER Head Office for processing payment. Upon receipt of the approved material supply and installation reports from the respective locations, DMER shall release payment within 45 calendar days.
- d. In the event of any additional requirements, the Contractor shall prepare detailed reports for the respective locations and submit them to the DMER Head Office, duly approved by the nodal officers of those locations. Upon receipt of such reports, DMER may, at its discretion, initiate a procurement process to address these additional requirements, subject to obtaining the necessary technical and financial approvals from the Government.
- e. Not with standing the foregoing provisions, the Contractor shall be obligated to operationalize and commission the LAN infrastructure at each of the 53 locations, even if in a limited capacity.

27. Audit and Inspection

- i. The Department, or any third party appointed by the Department, shall have the right to inspect, audit, and verify the records, operations, systems, and performance of the Selected Agency in relation to the services provided under this Agreement. This right shall be exercisable at any time during the term of the Agreement.
- ii. The Selected Agency shall:
 - a. Maintain complete and accurate records of all activities, transactions, and deliverables related to the project;
 - b. Provide full access to such records, systems, personnel, and premises as may be reasonably required by the Department or its authorized representatives;
 - c. Cooperate fully and provide necessary assistance during such audits or inspections;
 - d. Promptly rectify any deficiencies or non-compliances identified during the audit.
 - e. The Department shall provide reasonable prior notice for any planned audit or inspection, except in cases where immediate access is required due to suspected fraud, breach of contract, or security incident.

28. Consequences of Default

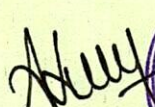
Where an Event of Default subsists or remains uncured, Department shall be entitled to call for any clarifications as may be necessary to ensure smooth continuation of the services which Selected Agency shall be obliged to comply with. Selected Agency shall take the following steps to minimize loss resulting from such event of default:

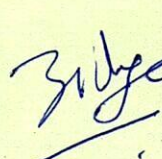
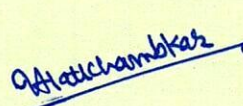
- i. Retain such amounts from the payment due and payable by Department to Selected Agency as

may be required to offset any losses caused to Department as a result of such event of default and Selected Agency shall compensate Department for any such loss, damages or other costs, incurred by Department in this regard. Nothing herein shall effect the continued obligation of Selected Agency and Selected Agency's team to perform all their obligations and responsibilities under this agreement in an identical manner as were being performed before the occurrence of the default.

- ii. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from Selected Agency as may have resulted from such default and pursue such other rights and/or remedies that may be available to Department under law.


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Atul Chandra

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement as of th

**For and on behalf of the Governor of the
State of Maharashtra
DMER Department**

Signature:

Name: Dr. Ajay Chandanwale
Designation: Director, Medical Education &
Research

Place: Mumbai

**Consortium Member 1 : M/s. Smart
Services Private Limited**

Signature:

Name: Mr. Abhijeet Ramraje
Designation: Asst. General Manager
Place: Mumbai

Consortium Member 2 :

Signature:

Name: Rajesh Bidye
Designation: Vice President
Place: Mumbai

In the presence of

Witness:

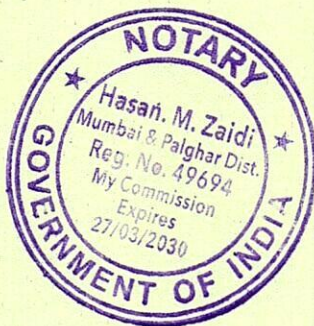
Signature:

Name: Mr. Vinayak Hathkhambkar
Designation: Administrative Officer,
Medical Education & Research
Place: Mumbai

Witness:

Signature:

Name: Mr. Umesh Pawar



BEFORE ME

**HASAN. M. ZAIDI
NOTARY**

Government of India
Mumbai & Palghar Dist.

8 DEC 2025

NOTED & REGISTERED
Sr. No. 798 Page No. 62
Book No. 10 Date 8 DEC 2025