REQUEST FOR PROPOSAL

FOR

Managed 4 Mbps Internet Leased Line Connection with IPv6 and IPv4 Public IPs


NATIONAL HEALTH MISSION, UTTAR PRADESH

Mission Director, NHM
19-A Vishal Complex, VidhanSabhaMarg

Lucknow (U.P.) India
REQUEST FOR PROPOSAL FOR
Managed 4 Mbps Internet Leased Line Connection with IPv6 and IPv4 Public IPs

INVITATION TO BID
Sealed Bids are invited from firms (on official letterheads) duly filled in Annexure- I & II for award of Managed 4 Mbps Internet Leased Line Connection with IPv6 and IPv4 Public IPs as listed in Annexure- IV at SPMU, NHM Uttar Pradesh, Lucknow.

The firms who fulfil the following eligibility conditions should only apply.
1. The Service Provider (hereafter referred to as “Service Provider” in this document) is required to submit the Technical and Financial Bid in two separate sealed covers clearly super scribed “Technical Bid for 4 Mbps Internet Leased Line Connection with IPv6 and IPv4 Public IPs” and “Financial Bid for 4 Mbps Internet Leased Line Connection with IPv6 and IPv4 Public IPs”. The Bids in a sealed cover super scribed "Bids for Managed 4 Mbps Internet Leased Line Connection with IPv6 and IPv4 Public IPs” should reach the office of “Mission Director, National Health Mission, Uttar Pradesh, 19-A Vishal Complex, Vidhan Sabha Marg, Lucknow-226001” before 11.00 hrs on 5th August, 2014.

2. Technical Bids will be opened on the 5th August 2014 at 13:30 hrs in the presence of such bidders or their duly authorized representatives as may be present. As a token of acceptance of all the terms and condition mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned documents will be rejected. The price bid of those bidders will be opened who fulfill all the requirements of the technical bid.

(MISSION DIRECTOR)
National Health Mission- U.P.
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<tr>
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<tbody>
<tr>
<td>1</td>
<td>Purpose of RFP</td>
<td>Managed 4 Mbps Internet Leased Line Connection with IPv6 and IPv4 Public IPs</td>
</tr>
<tr>
<td>2</td>
<td>Tender No and Date of Issue</td>
<td>SPMU/PRO /MIS-ILLC/2014-15/01 Dated-03-07-2014</td>
</tr>
<tr>
<td>3</td>
<td>Earnest Money Deposit</td>
<td>Rs. 10,000.00 (Rupees Ten Thousand only)</td>
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<tr>
<td>4</td>
<td>Tender Fee</td>
<td>Rs. 1000.00 (Rupees Only Thousand only)</td>
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<tr>
<td>4</td>
<td>Pre Bid Meeting</td>
<td>15th July 2014 At 11.00 hrs at SPMU conference hall.</td>
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<tr>
<td>5</td>
<td>Last Date for Submission</td>
<td>5th August, 2014 by 11.00 hrs</td>
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<tr>
<td>6</td>
<td>Bid Validity</td>
<td>90 days from the date of submission of the bid</td>
</tr>
<tr>
<td>7</td>
<td>Address for Submission</td>
<td>Mission Director, NHM U.P. State Programme Management Unit 19 A, Vishal Complex, Vidhan Sabha Marg Lucknow-226001</td>
</tr>
<tr>
<td>8</td>
<td>Date of Opening of Technical bid</td>
<td>5th August, 2014 at 13:30 hrs</td>
</tr>
<tr>
<td>9</td>
<td>Date of Opening of commercial bid</td>
<td>To be notified at a later date after the Technical evaluation is completed. Shortlisted Service Provider shall be notified in writing or through mail.</td>
</tr>
<tr>
<td>10</td>
<td>Contact for any queries</td>
<td>0522-2237595, 2237383</td>
</tr>
</tbody>
</table>
Eligibility Criteria

Followings are the Pre-Qualification requirements which should be satisfied by the Bidder to be primarily considered for bidding.

1. The SERVICE PROVIDER should have a valid category “A” SERVICE PROVIDER license from Govt. of India (Attach a copy of license).

2. SERVICE PROVIDER must have DOT license to set up and operate International gateways. SERVICE PROVIDER must have distributed minimum 100 Mbps of International Internet bandwidth to its clients (Attach Certificate).

3. SERVICE PROVIDER should have at least 2 International Gateway (Attach Certificate).

4. SERVICE PROVIDER should have direct peering with international Operators (Attach Certificate).

5. The SERVICE PROVIDER should have a fully Customer Service Centre in this region, and Network Operating Centre (NOC) operational 24 hours. (Attach Certificate)

6. The SERVICE PROVIDER would insure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. SERVICE PROVIDER will be responsible for making all the payments towards the local loop charges/rentals/WPC charges etc. (Attach Certificate).

7. The bidder should be the Original ISPs only.

TERMS AND CONDITIONS

1. SERVICE PROVIDER should submit the quotation in two bid system i.e.

   Number 1: Technical bid and
   Number 2: Commercial bid.

   Commercial bid of those Vendors will be considered who will qualify technically as per Pre-Qualification requirements.

2. SERVICE PROVIDER not complying with above conditions or not providing complete information as described shall not be considered.

3. The SERVICE PROVIDER must mention clearly the requirement of Hardware and Software (Server, Operating system etc.) to SPMU, NHM, Lucknow to make this internet connectivity operational.

4. The quotation should clearly indicate the different components of the total charges - recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied along with monthly mode of payment which is to be done at the end of each month.
DESCRIPTION OF SERVICES TO BE PROVIDED:
State Program Management Unit, NHM, U.P., Lucknow invites sealed quotations for 4 Mbps Internet Leased Line Connection IPv6 and IPv4 Public IPs (1:1 Uncompressed and Unshared) from reputed Service Provider.

DELIVERY PERIOD & INSTALLATION:
a) The delivery period of the said tasks/services should be within 2 weeks.
b) The SERVICE PROVIDER should provide 99.5 % Service Availability including last mile connectivity, on a 24*7*365 basis
c) The SERVICE PROVIDER will provide suitable Software/Tools to SPMU, NHM for monitoring and recording the uptime of leased line internet connection.
d) The SERVICE PROVIDER shall provide modems, routers etc. (or whatever H/w, S/w is required) and do Installation and Configuration to make the entire system working to provide sustained Internet bandwidth as required. All supplied equipment should support dual stacking (IPv4 along with IPv6) e) Providing last mile connectivity to SPMU, NHM, U.P. Lucknow premises will be the responsibility of SERVICE PROVIDER. The SERVICE PROVIDER shall meet the requirements of associated hardware such as modems/converters/routers etc. at his own cost. The service provider may visit the premises of SPMU to assess these costs.
f) Drop wire position should be flexible and subject to change as per the requirement of this office.

RESPONSIBILITIES UNDER THE SERVICES
1. The SERVICE PROVIDER will do installation, commissioning, configuring of the link and hardware and related work. (Mux, Modems and Router etc.)
2. The SERVICE PROVIDER would assist in configuring the Sonic Firewall for first time and assist IT Team of SPMU, NHM, U.P., Lucknow for routing and netting to Support Lifesize Video Conferencing Setup.
3. The SERVICE PROVIDER will provide Internet connectivity (Leased Line) at the location of the company stated above.
4. SERVICE PROVIDER has to provide at least 8 public IPs both in IPv4 and IPv6 formats and ensure the accessibility in dual stack mode.
5. The SERVICE PROVIDER will do preventive maintenance once a quarter for upkeep of the Systems running. The schedule will have to be adhered to strictly by him. The Report of the same has to be submitted to SPMU, NHM, Uttar Pradesh, Lucknow on quarterly basis.
6. The SERVICE PROVIDER should mention Internet Lease Line uptime of the lease 99.5%.
7. 99.5% uptime shall be calculated as
   \[(Total Time - Down Time) \times 100 / Total Time\]
   Any deduction in payment will be made for downtime in the monthly bills raised by the SERVICE PROVIDER in equal proportionate.
8. The response time for attending the faults will be 1 hour after they are reported to the SERVICE PROVIDER. The SERVICE PROVIDER will rectify the faults within 4 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 X 365 days.
9. Required 4 Mbps Internet Bandwidth at all the time.
10. Packet Losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of globe.
11. Latency: Less than 50 ms from SPMU, NHM, Uttar Pradesh, Lucknow to SERVICE PROVIDER’s Tier 1 peering point.
12. Network Availability: More than 99.5% per month.
15. Payment will be made on monthly basis at the end of each month.

GENERAL CONDITIONS OF RFQ
1. SPMU, NHM, U.P., Lucknow reserves the right to accept or reject summarily any or all tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work and the successful tenderer shall perform the same at the rate quoted.

2. SPMU, NHM, U.P., Lucknow takes no responsibility for delay, loss or non-receipt of a quotation after dispatch.

3. Tender Fee of Rs. 1000/- (Rupees One Thousand Only) and Ernest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only) in form of crossed demand draft/pay order in favour of State Health Society Uttar
Pradesh payable at Lucknow, valid for 90 days from the date of submission of bid shall be deposited at the time of submission of tender, as a part of the Technical Bid. Tender received without Tender Fee and EMD shall be summarily rejected.

4. The Service Provider must be registered with the Service Tax Department and Income Tax Department.

5. The Service Provider should have direct support or indirect i.e. support through service partners at all the locations. Service Provider must submit a detailed support matrix for the same.

6. The bidders should submit documentary evidence in support of facts/ claims submitted/ made in response to the Technical bid. Documents should be submitted along with Annexures.

7. Proposals of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would not be considered for further commercial evaluation.

8. Any entity which has been barred/blacklisted by the government of Uttar Pradesh, any other State Government or Government of India from participating in any project and the bar/ blacklisting subsists as on the Proposal Due Date, the entity would not be eligible to submit the Proposal, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect.

9. Any Entity which has been punished for any offence or the Director/President/Chairperson/Trustee of the that entity is convicted for any offence or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The Bidder or each member of Consortium (if Consortium is Bidder), as the case may be, shall have to submit an affidavit to this effect.
SUBMISSION & EVALUATION OF BIDS

1. TECHNICAL BID EVALUATION

a) The Technical Bid form is given in Annexure – I which shall be used by the bidder to provide the technical bid pertaining to the bidder’s firm/company.

b) SPMU, NHM, UP, Lucknow will review the technical bids of the bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the discretion of SPMU, NHM, UP, Lucknow.

c) SPMU, NHM, UP, Lucknow may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

d) Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

2. FINANCIAL BID EVALUATION

a) The Financial Bid form is given in Annexure – II which shall be used by the bidder to provide the technical bid pertaining to the bidder’s firm/company.

b) SPMU, NHM, UP, Lucknow will award the contract to the successful bidder(s) whose bid is determined to be substantially responsive and has been determined as the Lowest Financial bid (L1). L1 would be based on Total Charge per annum.

c) Arithmetic errors correction:

Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:

- If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, its bid will be rejected.

- If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

d) If the Service Provider has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

e) SPMU, NHM, UP, Lucknow may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
PERFORMANCE SECURITY DEPOSIT

1. The successful bidder shall be required to deposit performance security a sum equivalent to 10 % (per cent) of the total work order at the time of signing the contract as security deposit in cash/demand draft/term deposit or provide a bank guarantee for the said amount from a scheduled bank, pledged in favour of “State Health Society, Uttar Pradesh” payable at Lucknow valid for 30 days beyond all contractual obligations.

2. No interest shall accrue on this amount. The Security amount shall be refunded after one month of the expiry/termination of the contract after deduction of penalty/other dues, if any.

3. The EMD of the successful bidder will be refunded after signing of the agreement and after deposit of security amount.

4. The Service Level Agreement attached as Annexure IV shall be signed between SPMU, NHM, UP, Lucknow after receipt of the Performance Security from the successful bidder.

PRICE

1. Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs etc., during CMC.

2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

3. The SPMU, NHM, UP, Lucknow will not be in a position to supply Form-C or Form-D and Service Provider will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of SPMU, NHM, UP, Lucknow.

4. No other additional cost whatsoever will be paid by SPMU, NHM, UP, Lucknow.

5. Further, subsequent to the orders being placed/agreement executed, the Service Provider shall pass on to SPMU, NHM, UP, Lucknow all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc.

PENALTY

1. In the event of Service Provider failing to provide the Internet Service - 4 hours, a penalty of 1% of the monthly payment value would be charged for each weeks delay or part thereof, subject to maximum of 10% of the monthly charges.

2. The amount of penalty shall be adjusted while releasing the payment for the subsequent month.

INDEMNITY

The Service Provider will indemnify SPMU, NHM, UP, Lucknow to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to Agencies’ violation of any patents and copy rights.

TERMINATION OF CONTRACT

SPMU NHM, UP, Lucknow can terminate the services contract, for, at anytime by giving one month notice for repeated breach of the Service Levels or Terms and Conditions, as provided in the Service Level Agreement, by the Service Provider.

FORCE MAJEURE:

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then
notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

Settlement of Disputes

Amicable Settlement:-

- The parties shall use their best efforts to settle amicably all disputes arises arising out of, or in connection with this Contract.

Arbitration:-

- If any dispute arises between the parties in connection with or arise out of, the Contract which is not resolved amicably with in the period of 30 days, thereafter matter shall be referred to the Arbitration within two weeks by either of the parties under the provision of Arbitration and Conciliation Act, 1996.

- The place of arbitration shall be, in Lucknow, Uttar Pradesh.
# TECHNICAL BID FORM

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Parameter</th>
<th>Bidder’s response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Service Provider</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Year of Establishment</td>
<td></td>
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<tr>
<td>3</td>
<td>Type of Company</td>
<td></td>
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<tr>
<td>4</td>
<td>Registration No. and Date of Registration.</td>
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<td>5</td>
<td>Registration Certificate to be enclosed</td>
<td></td>
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<tr>
<td>6</td>
<td>Address of Registered Office with contact</td>
<td></td>
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<tr>
<td>7</td>
<td>Service Tax No.</td>
<td></td>
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<tr>
<td>8</td>
<td>PAN No.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Contact Details of Service Provider’s authorized representative</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Mobile No.</td>
<td></td>
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<tr>
<td>d</td>
<td>Fax No.</td>
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<tr>
<td>e</td>
<td>Mail Id</td>
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</tr>
<tr>
<td>10</td>
<td>Financials Parameter</td>
<td>Amount in lakh</td>
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<tr>
<td>a</td>
<td>Annual Turnover</td>
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<tr>
<td></td>
<td>2010 - 2011</td>
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<td></td>
<td>2011 - 2012</td>
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<td></td>
<td>2012 - 2013</td>
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<tr>
<td>b</td>
<td>CA certificate to be submitted, evidencing the above facts.</td>
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<tr>
<td>11</td>
<td>Affidavit regarding non blacklisting.</td>
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</table>

Date:-- Signature of Authorised Signatory:
Place:-- Name of Authorised Signatory

Designation:  
Name Of The organisation

Seal

Note:--
1. Service Provider response should be complete: Yes/No answer is not acceptable.
2. Documentary proof, sealed & signed by authorised signatory, must be submitted.
3. Proposal of the bidder are liable to be rejected in case of incomplete information or wrong information or non submission of documentary p
To
Mission Director, NHM U.P.
State Programme Management Unit
19 A, Vishal Complex,
Vidhan Sabha Marg
Lucknow-226001

ANNEXURE -II

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars (1:1 Leased Line Internet Connection) (Unlimited Download)</th>
<th>Name of The Service Provider</th>
<th>Amount (Per Year) Rs. (to be paid monthly)</th>
<th>Tax (if any) Rs.</th>
<th>Other Charges (Installation, equipment etc. if any) Rs.</th>
<th>Total Amount (Per Year) (including all taxes and other charges) Rs.</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>4 Mbps</td>
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</table>

Total amount in Words-

Date:-
Place:-
Signature of Authorised Signatory:
Name of Authorised Signatory
Designation:
Name Of The organisation
Seal

Note :-
1. Charge quoted by the service provider should include all local taxes, VAT, duties, levies, transportation costs, spares etc.
2. No other charge whatsoever would be paid by SPMU-NHM U.P. Lucknow.
### OPTIONAL ITEMS under UPGRADATION/DEGRADATION

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars (1:1 Leased Line Internet Connection) (Unlimited Download)</th>
<th>Name of The Service Provider</th>
<th>Amount (Per Year) Rs.</th>
<th>Tax (if any) Rs.</th>
<th>Other Charges (Installation, equipment etc. if any) Rs.</th>
<th>Total Amount (including all taxes and other charges) Rs.</th>
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<td>5 Mbps</td>
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<td>6 Mbps</td>
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<td>7 Mbps</td>
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<tr>
<td>6</td>
<td>8 Mbps</td>
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SERVICE LEVEL AGREEMENT
This Service-Level Agreement is intended to provide SPMU, NHM, UP, Lucknow with optimal services by the Service Provider. This document covers the service availability, the service levels etc. The SLA document is intended to be a legally binding document. It will serve as the basis for continuous optimization of service level and performance measurement process throughout the term of the contract. Any modification to the SLA will be made after mutual agreement of the parties in writing.

GENERAL CONDITIONS:
The Scope of Work will consist of:
a. Attending to complaints raised by SPMU, NHM, UP on regular basis. Direct on-site support for the equipment with replacement of failed components.
b. Required 4 Mbps Internet Bandwidth at all the time.
c. Packet Losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of globe.
d. Latency: Less than 50 ms from SPMU, NHM, Uttar Pradesh, Lucknow to SERVICE PROVIDER’s Tier 1 peering point.
e. Network Availability: More than 99.5% per month.
g. Quarterly submission of Preventive Maintenance Report & Quality of Service Report. Records for preventive and corrective maintenance should be provided to the IT Departments in hardcopy / soft copy.
h. The maintenance contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
i. Call-to-Response: The response time for attending the faults will be 1 hour after they are reported to the Service Provider. The Service Provider will rectify the faults within 4 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 X 365 days.
j. In case equipment at any location is taken away for repair, the Service Provider shall provide a similar standby equipment of any make capable of connecting on IP at no cost to SPMU, NHM, Uttar Pradesh, Lucknow, so that the equipment can be put to use in the absence of the originals/ replacements without disrupting the regular work.
k. The parts/components/sub-assemblies used for repair/replacement by the Service Provider will be of the same/equivalent or higher make and functional capability as originally available in the systems.

PENALTY
1. In the event of Service Provider failing to provide the Internet Service - 4 hours, a penalty of 1% of the monthly payment value would be charged for each weeks delay or part thereof, subject to maximum of 10% of the monthly charges.

2. The amount of penalty shall be adjusted while releasing the payment for the subsequent month.

Name ---------------
On behalf of the Employer
(Stamp/Seal of SPMU NHM,UP, Lucknow)
In the presence of
Witness Name---------------
Address---------------------
---------------------------------

Name ---------------
On behalf of the Service Provider
(Stamp/Seal of the Service Provider)
In the presence of
Witness Name---------------
Address---------------------
---------------------------------
CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the .......... day of the month of

..........................

Between,

State Program Management Unit, NHM, Lucknow, having is registered office at 19A Vishal Complex, Vidhan Sabha Marg, Lucknow- 226001 (hereinafter called the “the Employer” which expression shall unless repugnant to the meaning or context hereof, be deemed to include its successors and permitted assigns), of the first part;

And,

M/S ........................................ having is registered office........................................ (hereinafter called “the Service Provider” which expression shall unless repugnant to the meaning or context hereof, be deemed to include its successors and permitted assigns) of the second part.

WHEREAS

a) The employer is a society registered under societies Act setup by Government of Uttar Pradesh, if furtherance of its plan, the employer required getting 4 Mbps Internet Leased Line Connection with IPv6 and IPv4 Public IPs.

b) M/S ........................................, a company duly incorporated under the Companies Act, 1956, having is registered office................................. is engaged in providing Internet Leased Line Connection with IPv6 and IPv4 Public IPs

c) the Employer has requested the Service Provider to provide certain Internet Leased Line Connection as defined in this Contract (hereinafter called the “Services”);

(d) the Service Provider, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE, for good and valuable consideration of above, the receipt and sufficiency of which is acknowledged by the parties and on the terms and conditions as hereinafter set forth, the parties agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

A. Description of Services to be provided:

B. The General Conditions of Contract;

The following Annexures:

• Annexure I: Technical Bid form
• Annexure II: Financial Bid form
• Annexure IV: The Service Level Agreement

2. The mutual rights and obligations of the Employer and the Agent provided shall be as set forth in the Agreement, in particular:

a) In considerations of the payments to be made by the Employer to the Agent as herein after mentioned, the Agent will execute and complete the services to be rendered by------------------i.e. within---------------month/days from the date of issue of the contract and remedy any defects therein in conformity in all respects with the provisions of the contracts.

b) The Employer hereby covenants to pay the Agent in consideration of the execution and completion of the services and remedying of defects therein, the contract price of Rs. .......................being the sum stated in the Bid to such additions thereto or deductions there from as may be made under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.
3. Damages:-
Second part shall indemnify and keep indemnified the First part from and against all claims, proceedings, cost and damages suffered by the consultant resulting from any breach of this agreement by Second part including any default of payment in terms Section 2 of this agreement. Without prejudice any default of remedy that the consultant may have under law, Second part shall pay all liquidated damage for any fundamental breach.

4. Secrecy:-
The parties shall not at any time during or after the term of this agreement, divulge, or allow to be divulged, to any person, any confidential information (including, but not limited to, any information relating to the accounts, finance, contractual arrangement, products, business or affairs of the parties) unless the said information comes in public domain with breach by either party. Notwithstanding anything contained in this section, no party shall be precluded from disclosing any information to the extent required in the legal proceedings.

5. Termination:-
This agreement shall terminate on the occurrence of any of the following event:
(a) If the Agent failed to rectify / repair / resolve the complaint within call resolution period, then it amounts to default as “non-rectified”, and the employer may issue a default Notice to resolve the complaint in next 5 days’ Notice Period.
(b) Failure to comply with the terms of “Default Notice” (as hereinafter defined) for breach of the service levels or terms and conditions, as provided in the Service Level Agreement, by the Service Provider within next 7 days.
(c) In case the default is not rectified or resolved within the Notice Period, then the Employer may terminate this Agreement.
(d) At anytime by giving one month notice for repeated breach of the Service Levels or Terms and Conditions, as provided in the Service Level Agreement, by the Service Provider.

6. Governing Law/Dispute Resolution

Governing Law:
This agreement shall be governed by and construed in accordance with the Indian law.

Arbitration:
Any dispute, controversy or claim arising out of or relating to or in connection with this agreement, or the breach, termination or validity hereof shall be finally settled by an Arbitral Tribunal (the “Tribunal”) in accordance with the Indian Arbitration and Conciliation act, 1996, as in force at the time such arbitration is commenced (the arbitration act”). Each party will appoint an arbitrator within thirty (30) days of the receipt by a party at the other party’s request to initiate arbitration. Two arbitrators so appointed will then jointly appoint a third arbitrator within thirty (30) days of the date of appointment of the second arbitrator, where third arbitrator will act as Chairman of the Tribunal. Arbitrators not appointed within the time - limit set forth in the preceding provision shall be appointed in accordance with the Arbitration Act. The place of the arbitration shall be Lucknow, India. The language of the arbitration and award shall be English.

7. Miscellaneous
i. Compliance:
Both parties agree not to do anything contrary to law or which would be treated as a corrupt practice under Indian or Foreign law.

ii. Waiver:
There shall be no waiver of any term, provision or condition of this Agreement unless such waiver is evidenced in writing and signed by the waiving party. No omission or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with, and exclusive of, any rights or remedies provided by law.

iii. Modifications:
Modification of and amendments to this agreement shall be effective only if made in writing and signed by duly authorised representatives of the parties.

iv. Notice:
Any Notice required or permitted to be given hereunder shall be in writing and sent by registered mail; postage prepaid of facsimile transmission and shall be addressed to the parties at the address mentioned below

v. Change control Process:-
From time to time during the term of a statement of services, First Part may request, in writing, changes in the deliverable, Milestones of other aspect of Second Part performance. Upon receipt of each request from First Part
(a "Changes request), Second Part will evaluate the impact that the change request will have on the resources requires by Second Part implement the change. Second Part will notify First Part in writing as to the results of such evaluation (the "change proposal") as soon as reasonably feasible following receipt of the change Request, but in no event later than fifteen (15) days from such change request. To the extent the change set forth in the change request can, in the reasonable business judgment of Second Part., be performed without an increase in the resources or fees, there will be no additional fees payable by Second Part In the event the change request proposal cannot, in the reasonable business judgment of Second Part implement with additional fees, Second Part And First Part shall mutually agree upon the fee and time –table to implement the change proposal as well as any change to the implementation Plan. The fees for the services represented by such change proposal shall be as agreed to by the parties.

8. Unauthorised Access :-
In the event First part discovers or is notified of affiliates' computing breach of security involving or its unauthorised or illegal activities by personnel of Second Part or its affiliates' computing system and/ or network, Second Part will immediately notify First part and will co-operate fully with First part and its designees in any investigation or action relating to such breach or potential breach.
The Service Provider shall indemnify from and against all claims, proceedings, cost and damages from any breach of this agreement suffered by them.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be affixed

---------------------------------------------------------------------------------
Name --------------
On behalf of the Employer
(Stamp/Seal of the Employer)

In the presence of
Witness Name-------------------
Address---------------------

---------------------------------------------------------------------------------
Name --------------
On behalf of the Service Provider
(Stamp/Seal of the Service Provider)

Witness Name-------------------
Address---------------------