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AGREEMENT BETWEEN IINDIRA GANDHI NATIONAL OPEN UNIVERSITY**AND M/s Reliance Communications Infrastructure Limited.**

This agreement made on this day 16<sup>th</sup> day of May 2008 between the Indira Gandhi national Open University established under the act of parliament (no. 50 of 1985 ) and having its office at Maidan Garhi, New Delhi-110068 (hereinafter referred to as the "University") and represented by the Registrar, Administration of one part and **Reliance Communications Infrastructure Limited** of the other part, having its registered office at H-Block, 1<sup>st</sup> Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai.

Whereas the M/s **Reliance Communications Infrastructure Limited** engaged in the business of providing Internet Services. represented by Shri Manish Khanna.

And Whereas the University is desirous of availing the services of M/s **Reliance Communications Infrastructure Limited** for providing 48 MBPS (1:1) internet bandwidth services in Dehi at Maidan Garhi..

Now it is hereby agreed by and between the parties here to as follows.

M/s **Reliance Communications Infrastructure Limited** shall provide the internet services specified in CHAPTER III, Clauses 100 & 200 which are part of this Agreement on terms and conditions hereafter mentioned.

कौ. लक्ष्मण / K. LAXMAN  
कुलपालिक (प्रशासन) / Registrar (Admn.)  
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
Indira Gandhi National Open University  
मादान गढ़ी, नई दिल्ली-110068 | Maidan Garhi N: Delhi-68

## 1. PERFORMANCE GUARANTEE BOND

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After acceptance of tender is issued by the Purchaser, the vendor shall furnish Performance Guarantee Bond by way of Bank Draft alongwith the acceptance of the award of contract as stated in clause 200 of Chapter 2 "Conditions of Contract" within 15 days from the receipt of the Acceptance of the Tender by the Purchaser.

If the vendor, having been called upon by the Purchaser to furnish Performance Guarantee Bond, fails to furnish the same, it shall be lawful for the purchaser:-

- a) to recover the amount of the bond from the vendor by deducting the amount from any pending bill of the vendor under any contract with Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or
- b) to cancel the contract and to purchase the equipments at the risk and cost of the vendor.

On completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

## 2. TERMS OF AGREEMENT

The agreement shall remain in force initially for two years on yearly basis starting from 09.03.2008 for providing internet services specified in Chapter III Clause 100 & 200 of tender document. It may be renewed for further period of one year on mutual consent. It shall be open to either of the party to terminate this agreement at any time by giving three months notice to the other party, in writing except in the event of failure of the contractor to comply with the other terms and conditions in which event the agreement shall be terminated without giving any notice and the decision of the University in this regard shall be final and binding upon M/s Reliance Communications Infrastructure Limited.

## 3. MAINTENANCE

- i. The internet services with related equipments installed by the vendor, shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- ii. The bidder shall ensure an uptime of 99.5% for the entire duration.
- iii. ISP will ensure maintaining services from the nearest service centre which should be well equipped with service engineers and sufficient spares. The maintenance call should be attended on the same day.

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कौ लक्ष्मण / K. LAXMAN  
कुलसचिव (प्रशासन) / Registrar (Admn.)  
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
गृह नं. ५१, महाराष्ट्रा-४११००६ / Maidan Ganj, N. Delhi-७८



- (a) In case the service is down because of faulty parts as supplied by the ISP then the ISP shall have to replace the faulty system by another working system having similar or higher configuration immediately without any further cost to IGNOU.

#### 4. PAYMENT

The charges for 48mbps (1:1) internet bandwidth shall be maximum of the Rs. 85,93,200/- for one year. Payment for the contract will be made to service provider on quarterly basis only after receiving satisfactory report in every quarter from the Computer Division and after the expiry of said period as per the rates quoted in commercial terms. In case the services remain down, the penalty as mentioned at Clause 6 of column "Penalty for Downtime" below of this Agreement shall be imposed.

## 5. TRAVEL EXPENSES

No travel expenses will be borne by IGNOU. The company is bound to provide these services at all locations of IGNOU.

#### **6. CALL ATTENDANCE AND PENALTY**

#### **Penalty for Downtime**

- i. If the services remain down for any reason from 4 hours to 24 hours including Saturday and Sunday then 0.5% of the proportionate contract value will be deducted as penalty and if services remain down from 24 hours to one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty. While calculating penalty, Point 2 of Clause 200 under Chapter II will also be considered for Round Trip Delay.
  - ii. If, however, services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such weeks up to a month after which the amount will be debited from Security Deposit and the purchaser will have right to cancel the order and go for any other ISP.
  - iii. Hour to hour report will be maintained by the Computer Division for the service using a software available in the Computer Division.

केंद्रीय लक्षण / K. LAXMAN  
 कुलसंचिव (प्रशासन) / Registrar (Admn.)  
 इंडिया गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
 Indira Gandhi National Open University  
 पत्ता नं. ५८, नई दिल्ली-६८ / Meikhan Ghati, N. Delhi-68

## 7. ADDITIONAL CLAUSES

- A) An event of default shall mean and include Service Provider's failure to discharge any obligations undertaken in this agreement or a short coming in the quality and or standard of the services in the opinion of University officials.
- B) That whenever an event of default occurs, university shall serve a written notice on Service Provider or communicate through the Complaint Register bringing to his notice the event of default discontinuance failure or shortcoming and service provider shall restore the services and in case services are not restored and/or the shortcoming is not removed within seven days the university apart from recovering the penalties shall also have a right to immediately terminate this agreement and forfeit the earnest money without prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the parties hereto or any of their or its employees and such obligations shall survive the termination of this Agreement.

## 8. INDEMNITIES

M/s **Reliance Communications Infrastructure Limited** / contractor has agreed to bear the responsibility for any claims, demands, persecution, or actions against the university arising out of this agreement and as a result of any action or omission by M/s **Reliance Communications Infrastructure Limited** or any of its employees or in case of any legal action by any person employed by M/s **Reliance Communications Infrastructure Limited** under this agreement and has undertaken to keep the university indemnified against all losses and damages suffered, including expenses incurred by the University defending the claim (inclusive of legal expenses) as a result of any such claim, demands, proceedings, prosecutions or actions. The parties have agreed that this provision shall survive termination of this agreement and M/s **Reliance Communications Infrastructure Limited** has agreed to clear the amounts claimed by the university under this clause within 15(Fifteen) days the date when the demand is made.

## 9. REPRESENTATIONS AND WARRANTIES

The parties hereby present and warrants to each other that:

- (i) It has the power and authority to sign this agreement, perform and comply with its duties and obligation this agreement
- (ii) This agreement constitutes legal. Valid and binding obligations enforceable against it is accordance with the terms hereof
- (iii) That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of

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कौलसचिव (प्रशासन) / Registrar (Admn.)  
कुलसचिव (प्रशासन) / Registrar (Admn.)  
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
Indira Gandhi National Open University  
मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, N. Delhi-68

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(a) any statute, judgement, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or

(b) any other documents or to the best of its knowledge any indenture, cocontract or agreement to which it is a party or by which it may be bound

(iv) there are no actions, suits or proceeding pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement and

(v) no representation or warranty made herein contain any untrue statement.

## 10. CONFIDENTIALITY

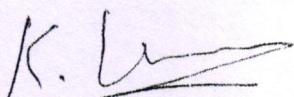
Parties undertake to treat this Agreement and each of terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

## 11. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

## 12. NOTICES

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage fully paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may, from time to time, be given by each party to the party in writing and in the manner herein before provided:



कौ. लक्ष्मण / K. LAXMAN

कुलसचिव (प्रशासन) / Registrar (Admn.)

इंदिरा गांधी शास्त्रीय मुक्त विश्वविद्यालय

Indira Gandhi National Open University  
महानगरी, नई दिल्ली-११००६८ / Maitri Colony, N. Delhi-110068



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further agree that the award shall be final and binding on the parties to this Agreement.

#### 14. MATTERS NOT PROVIDED IN THE AGREEMENT

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

#### 15. ASSIGNMENT /AMENDMENT

M/s **Reliance Communications Infrastructure Limited** shall have no right to assign its obligations under this Agreement without a written approval and permission from the University to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the parties hereto.

#### 16. HEADINGS

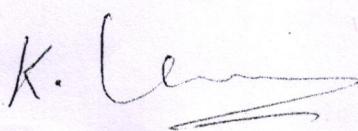
The headings used in this Agreement are inserted for convenience reference only and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

#### 17. SURVIVAL OF RIGHT AND OBLIGATION

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party or which thereafter may accrue of any act or omission prior such termination.

#### 18. NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose.



के० लक्ष्मण / K. LAXMAN  
लक्ष्मण (प्रशासन) / Registrar (Admn.)  
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
India Gandhi National Open University  
महाराष्ट्र, नवी मुंबई / Navi Mumbai, Maharashtra - 400 078

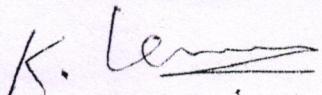


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## 19. THE AGREEMENT

This document together with Chapter III Clause 2 attached hereto signed by both parties shall constitute the entire binding agreement between **Reliance Communications Infrastructure Limited** and the University.

Signed on behalf of IGNOU



Name... K. LAXMAN

Title

को लक्षण / K. LAXMAN

Place N. Delhi नियंत्रित विद्यालय  
गांधी नेशनल ऑफिस बुक्ट विद्यविद्यालय  
Indira Gandhi National Open University  
Date १५ अगस्त २०१३ / Maitan Gari, N. Delhi-68

Authorized Signature

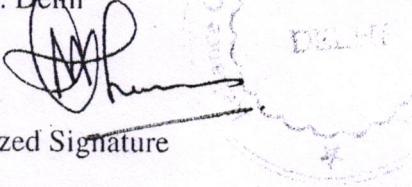
Signed on behalf M/s **Reliance Communications Infrastructure Limited**

Name... Manish Khanna.....

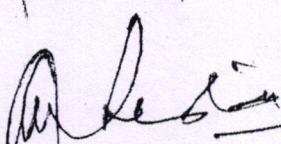
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Place N. Delhi

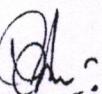
Date

  
Authorized Signature

WITNESS

  
(Dinesh Srivastava)  
Head, CD, IGNOU

WITNESS

  
Amit P. Jain  
Key Account Manager  
Reliance.com