

No. EI-D/GA/3-6/2011  
ERNET India  
(An Autonomous Scientific Society under Department of Information Technology, GoI)  
10<sup>th</sup> Floor, Jeevan Prakash Building,  
25, K.G. Marg,  
New Delhi – 110 001.

Dated : 16<sup>th</sup> December' 2011

To

M/s Railtel Corporation of India Limited  
502-503, Arunachal Building,  
19, Barakhamba Road,  
New Delhi – 110 001.

(Kind Attn: Sh. Arya Vrat Sharma – Assistant Manager)

**Subject : Provision of Up gradation of 2 Mbps Link to 8 Mbps at National Centre for  
Agricultural Economics and Policy Research, Pusa, New Delhi – reg.  
(Sl. No. 109/2011-12)**

Sir,

With reference to your letter dated 11.03.2011 on the subject cited above. In this connection, order is placed to your firm for provision of Up gradation of 2 Mbps Link to 8 Mbps at National Centre for Agricultural Economics and Policy Research, Pusa, New Delhi at a total cost of **Rs.2,46,866/- (Rupees Two Lakhs Forty Six Thousand Eight Hundred Sixty Six only)** plus applicable taxes as detailed given below on the following terms and conditions :-

Sl. No.	Description	Total Cost (In Rs.)
01.	Last Mile Charges for 1 <sup>st</sup> year	1,03,490/-
02.	Net Lease Charged for 8 Mbps	1,33,376/-
03.	One Time Installation Charges	10,000/-
<b>Total Amount :-</b>		<b>2,46,866/-</b>

2. **Time Schedule and Liquidated Damages** : Essence of this order is timely installation of Bandwidth. It is a time bound and high priority work. M/s Railtel is required to supply, install and enable services at the respective locations within 4 weeks from the date of the Purchase Order. If M/s Railtel fails to maintain this schedule, they shall have to pay to ERNET India, without prejudice to any other rights or remedy as may be available to ERNET India penalty amount calculated @ 0.5 % of order value (Quarterly service charges payable to firm) per week. Part of the week will be considered as full week. At the end of the 3 weeks period the order will be cancelled and all committed payment terms from ERNET India's side stands abrogated. ERNET India reserves the right to cancel the order and forfeit the Bank Guarantee furnished by the Firm if Railtel does not comply with the Time Schedule. ERNET India may procure similar service form alternate sources at the risk and cost of M/s Railtel.

3. **Installation and Acceptance** : The bandwidth must be supplied in full as per ordered specifications. Testing and acceptance will be done at ERNET India Headquarters and the Nodes where the bandwidth is installed. ERNET India reserves the right to reject the order if it is not conforming to the approved specifications. No payment will be made for the rejected items. Any delay in delivery and installation will result in M/s Railtel being liable for damages as per Clause 2 above.

4. **Warranty and Service Availability Penalty Clause** : M/s Railtel shall have to sign **Service Level Agreement (SLA)** to provide the minimum service availability of 99.5%. The uptime of the link shall be computed on monthly basis. This up time shall be computed separately for each link. If down time of any link exceeds uptime limit of 99.5%, penalty of amount equivalent to twice the amount for the unavailable period will be charged and deducted from firm's invoices.

5. **Payment Terms** : Payment shall be made by ERNET India to M/s Railtel quarterly after enabling the service. However, quarterly advance payment may also be made against submission of an irrevocable and unconditional bank guarantee from a scheduled Indian Bank of the equivalent amount.

A Pre-receipted bill shall be submitted in duplicate in the name of ERNET India for the location mentioned in the Work Order at the beginning of the service of every quarter (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec).

Please acknowledge the receipt of the above.

Yours faithfully,

  
(Gulshan Kumar)  
Deputy Director

Copy to :

Dir(DS) / SM(DKB) / CFO / Registrar & CPO / Master Folder ✓