

No. EI-D/GA/1-36/2010
ERNET India
(An Autonomous Scientific Society under Department of Information Technology, GoI)
10th Floor, Jeevan Prakash Building,
25, K.G. Marg,
New Delhi – 110 001.

Dated : 19th September' 2011
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To

M/s HCL Comnet Ltd.
Ishaan House, A-90,
Sector II,
Noida – 201 301.

**Subject : Procurement of Two (2) Nos. of 2.4 Mtr. Antenna with Linear Polarization
(SI. No. 084/2011-12)**

Sir,

With reference to our tender no. E-D/GA/1-9/2009 dated 05.06.2009 and your email dated 06.09.2011 for Supply of Two (2) Nos. of 2.4 Meter Antenna with Linear Polarization. In this connection, order is placed on your firm for Supply of 2.4 Meter Antenna at a total cost of **Rs.1,60,052/- (Rupees One Lakh Sixty Thousand Fifty Two only) inclusive of taxes as per terms and conditions indicated below:-**

2. **WARRANTY** : Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty shall be for a minimum period of one year from the date of acceptance of the equipment by ERNET India.
3. **PAYMENT TERMS** : 90% payment shall be made by ERNET India after delivery and satisfactory completion of installation, commissioning, testing and acceptance of the equipment as well as receipt of pre-receipted bill. The balance 10% payment would be released after expiry of the warranty period. However, release of 100% payment may be considered subject to satisfactory completion of installation, commissioning, testing and acceptance of the equipment and if the firm submits the Performance Bank Guarantee of the amount equivalent to 10% of the cost of the equipment drawn on any Indian Nationalized Bank in favour of ERNET India, valid for the period of warranty as well as receipt of pre-receipted bill in triplicate.
4. **DELIVERY** : The delivery and installation would be required within 4-6 weeks on placement of the purchase order. However, ERNET India has the right to reduce the delivery period from 4-6 weeks depending upon the requirement of the equipments. Any delay by the supplier in the performance of delivery of items shall render the supplier liable to any or all of the following sanctions, imposition of liquidated damage as per para 5 below or/and cancellation of the purchase order for default.

SERVICE LEVEL AGREEMENT FOR Radware Defense Pro 3020
(Intrusion Prevention System)

Terms of the Service Level Agreement for Maintenance of IPS shall be as under :

1. The tenderer guarantees to provide on site comprehensive maintenance to both the Radware Equipment (IPS) installed at ERNET Delhi & Bangalore.
2. Tenderer guarantees that Radware Equipments (IPS) installed at ERNET Officer at Delhi and ERNET VSAT Hub, Bangalore (per site) shall have the latest security updates/signatures.
3. Tenderer guarantees that Radware Equipments (IPS) uptime of 99.00% (per site) averaged on a quarterly basis for 24x365 days operation. The equipments shall be under on site comprehensive maintenance.
 - Downtime refers to the time for which the Radware Equipment (IPS) is unable to provide services due to its failure. The downtime starts from the time complaint is logged in at the tenderer address as provided by the tenderer for escalating complaints. Any delay in logging the complaint by ERNET / user shall be excluded from the downtime calculations.
 - The maximum time to repair (MTTR) of the equipment shall not exceed the 24 hours from the time complaint is logged.
 - In case the maximum time to repair the equipment exceeds the above-mentioned duration tenderer would pay penalty (per site) amount equivalent to the double of the AMC value calculated on pro rata basis of the downtime period from the time complaint is logged to ERNET or same may be deducted from the AMC amount payable to tenderer.
 - In case, uptime falls below the 95% (averaged on quarterly basis as well as annual basis), no payment will be made for the AMC pertaining to that period.
 - Penalties whichever shall be at the higher side shall be imposed.
4. In case of unsatisfactory maintenance services by the firm, ERNET shall have right to terminate the AMC at any time.
5. For the purpose of the above clause, non-availability of maintenance service on account of the following shall not be construed as defect or interruption in maintenance services :
 - a) Failure or fluctuation of electric power or other environmental condition causing electromagnetic or any other form of interference.
 - b) Accident, neglect of the equipment.
 - c) Downtime caused due to optimization and preventive maintenance of ERNET Hub.
 - d) Event of Force Majeure conditions like natural calamities, civil disturbance, war, flood etc.