

उत्तर प्रदेश UTTAR PRADESH

EW 122744

Annex-I

**CONTRACT AGREEMENT
WITH M/s Reliance Jio Infocomm**

M/s Reliance Jio Infocomm Limited has been appointed as the Service Provider (SP) vide NPIU letter no. NPIU/WI/LUE/418 dated 21.12.2018 for providing Campus Wi-Fi facility in the TEQIP-III institutions through OPEX model.

The campus Wi-Fi facility/services may be provided as per the following terms and conditions.

1. General Information to be provided by the Institute:

- Name of the Institute-**Harcourt Butler Technical University, Kanpur Nagar**
- Number of students-**2279(Two Thousands Two Hundred Seventy-Nine Only)**
- Number of faculty-**97(Ninety-Seven)**
- Number of institutes staff who would use the service-**87(Eighty-Seven)**
- Total number of users (b + c + d)-**2464(Two Thousands Four Hundred Sixty-Four Only)**
- Total number of buildings where Wi-Fi coverage is to be provided along with list and layouts of building (**Plan Attached**)
- Number of students in hostels-**1089(One Thousands Eighty Nine Only)**
- Nodal officer from Institute for project Implementation-**Dr. Narendra Kohli**

2. General conditions

- The work would involve site survey, design, installation and maintenance of state-of-the-art carrier grade Wi-Fi network in the campus. Setting up of network inside the college, which would consist of optical fiber (minimum 1pairs), Access switches, Wireless Access Points, Security Equipment (UTM and Firewall) etc meeting the cost from his own resources. The fiber should also be made available

For Reliance Jio Infocomm Limited

Nishu
Authorised Signatory

Nishu
हरकोर्ट बटलर प्राविधिक विश्वविद्यालय
कानपुर-9

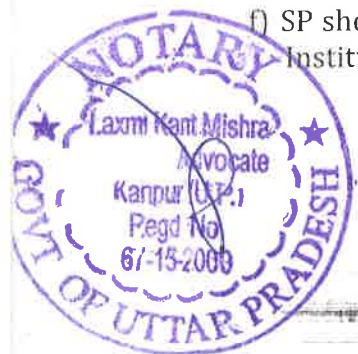
- c) The service charges shall be paid to the SP by NPIU before 15th of every month after certification of invoice by the institute. NPIU will coordinate redressal of service related complaints from Reliance jio.
- d) The Service charges shall be payable from the date of successful commissioning of the Wi-Fi network in the Institute.
- e) The services charges cannot be increased for a period of 5 years from the date of commissioning.

5. Responsibilities of the Institute

- a) The Institute would permit the SP to install the equipment necessary for providing the campus Wi-Fi service within the campus.
- b) The installed equipment would be provided with security like any other Institute equipment.
- c) The Institute shall facilitate Right of Way (RoW) permissions within the campus for laying of cables without any charges to Service Provider. However, SP would be responsible for reinstating the surface at their own cost.
- d) The required electricity for operating the equipment within the campus, from the local electricity authority, would be provided by the Institute without any charges to Service Provider. UPS wherever required would have to be installed by the SP.
- e) Institute will provide sufficient number of IP addresses to the SP.
- f) Institute will nominate a Nodal officer along with a link officer who would stand in during absence of nodal officer.
- g) Rent free Space / Room for storing the Inventory during project phase. Rent free space for sitting space for Technical staff deployed for operations and storage of spare and other equipment.
- h) SP would be allowed to put Physical branding of Reliance Jio mentioning "Availability of Wi-Fi" for creating awareness.

6. Commissioning of the Wi-Fi Services Network:

- a) After successful commissioning of the Wi-Fi service network, the SP shall submit to the Institute a completion report with detailed Wi-Fi service network diagram, equipment location, equipment details like make, model etc.
- b) Partial commissioning of the Wi-Fi service network within the Institute is not acceptable.
- c) On receiving the completion report, the Nodal officer shall verify the Wi-Fi network details and performance and give the acceptance to the SP in accordance to coverage objective agreed in survey report. In case of any shortcomings, it should be conveyed by the Nodal office in writing to the SP within 7 working days of submission of completion report by the SP else it will be deemed accepted.
- d) The date for start of the billing cycle is the date of acceptance of the Wi-Fi service network by the Institute.
- e) If the date of acceptance of the Wi-Fi network is during the middle of the month, then the first payment would be for the remaining days in the month. Subsequently the billing would be monthly from 1st of every month.
- f) SP should provide the name and details (mobile number, email) of implementing team to the Institute.



Reliance Jio Information Limited
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 Authorised Signatory

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to the Institute free of cost for running the campus LAN as mentioned in TORs.

- b) The Wi-Fi facility should be provided in the Institute within 16 Weeks from the date of issue of Purchase Order.
- c) The SP would earmark a dedicated team for implementing the network under a Nodal officer and convey the contact details of the Nodal officer to the Institute, within 7 days from the date of issue of the Order.
- d) The site survey should be completed and a report along with the detailed diagram of the proposed carrier grade network that would be deployed, giving details (make, model no.) of all the equipment should be submitted to the institute within 4 weeks from the date of issue of the Purchase Order.

3. Service levels:

- a) **Coverage:** The Wi-Fi services shall be covered in all 'hot spots' which shall include all academic, administrative blocks, labs, libraries, hostels, canteens and any such areas which are frequented by the students. There should be both indoor and outdoor coverage in areas where there are high footfalls. The number of Wi-Fi Access points provided in the campus should not to less than one Access Point for every 10 users. The Wi-Fi network should be suitably augmented for increase in the users, if any, to maintain the quality of service
- b) **Unlimited data usage:** There shall be limit of 1GB per day per user on the data downloads/uploads. Each user shall be allowed to log-in two devices (laptop and mobile) through two user ids. However, there can be a Fair Usage Policy (FUP) i.e. after a specified data download, the data speed can be reduced.
- c) **Data speeds:** The data speed during FUP should not be less than 4Mbps; and after FUP should not be less than 128 Kbps.
- d) **Installation and maintenance:** The entire capital for providing the campus Wi-Fi service has to be invested by the Service Provider (SP). The maintenance of the system shall be the responsibility of the SP.
- e) **Authorization, authentication, security, monitoring and report generation:** The Authorization, authentication and maintenance of users should be implemented separately for each Institute as specified by each Institute. In this regard, Institute will provide the user data. Provision should be there to generate performance reports Institute wise, monitor usage in case of FUP, enrolling users etc.
- f) **Compliance to International standards:** The offered Wi-Fi equipment at the Core NW and at the campus shall be state-of-the-art, carrier grade equipment conforming to relevant international, IEEE and ITU-T standards.
- g) **Portal:** The SP shall create a portal and provide read-only access for viewing Wi-Fi usage statistics to authorized personnel at the Institute.
- h) **Network Management System (NMS):** There should a centralized NMS to monitor the performance of the network on 24*7 basis. The Institute should be given access to the NMS required for operations of the network. The Institute staff should be trained to use the NMS.
- i) **Help Desk:** SP shall have a 24*7 Call Center for dealing with user requests/complaints related to Wi-Fi services.
- j) **Downtime:** The maximum unscheduled downtime of the system shall be 15 minutes in a day. In case of scheduled maintenance, the same shall be intimated in advance to the institution and downtime in such cases shall not be more than 48 hours in 6 months. The downtime shall be calculated on monthly basis.

4. Service charges

- a) The service charges shall be Rs. 100 per month per user exclusive of all taxes.
- b) The actual users shall include the total number of existing students, faculty and staff in the

Institute of **Reliance Jio infoComm Limited**

7. Penalties:

In case of failure of the SP for providing the service in the manner specified above, the institution can recommend a penalty not exceeding 5% of the monthly service charges payable for the coming month. In case of continuing failure to maintain the service levels, the Institute can cancel the contract after giving adequate opportunity to the SP to explain the failures.

8. Termination of contract:

In case of continuing failure to maintain the service levels, the Institute can terminate the contract after giving adequate opportunity to the SP to explain the failure and rectify the failure within a maximum period of one month.

9. Force Majeure

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by a Force Majeure event. Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. SP's economic hardship or changes in market conditions are not considered Force Majeure Events. SP shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order.

10. Resolution of Disputes:

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the India.

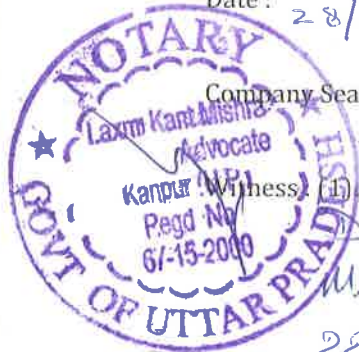
11. Law Governing Contract: The Parties and this agreement shall be governed by the laws of India.

Service Provider :

Reliance InfoComm Limited

Name : Vivek Mehrotra
Designation : DGM, Marketing
Date : 28/5/19

Company Seal



PRANAV KUMAR
D/15 VINEKANAND PURI
MAHINABAR, LUCKNOW

226007
7007112220

[Signature]
28/5/19

Certified that this documents is presented before me today at..... it is executed by Shri..... who is duly identified by Contents read over to the executed was adds this affidavit

[Signature]
Laxmi Kant Mishra Advocate
Govt. Notary, Kanpur

Name of the Institute :

Harcourt Butler Technical
University, Kanpur
Name : Manoj Kumar Shukla
Designation : Registrar
Date : 28.05.2019

Institute Seal

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हरकौर्ट बटलर प्राविधिक विश्वविद्यालय
कानपुर-2

Witness : (1) Rita Sachan

F.&A.O. HBTU
KANPUR

Cont No-7985995312

[Signature]
28/05/19