Criteria 4.3.3

Index for Band Width Details 2020-21

Sr No	Particular	Page No
1.	Tata Communications Bill	1
2.	Power grid corporation of India Ltd: Supply order	5
3.	MOU with National Knowledge Network	10

তৰ কাল ক্ৰেনা কা লো mer Details: TAX INVOICE AY INSTITUTE OF TECHNOLOGY Service Details: Mr COL KE VIJAYAN . . Account No 605945790 DIGHI HILLS ALANDI ROAD, ALANDI ROAD PUNE Bill Details: MAHARASHTRA - 411015 Bill/Invoice No 2167402513 Bill Date 03-Jan-22 Bill Period Quarterly Due Date kiran_dass@rediffmail.com E-bill email ID 20-Jan-22 Security Deposit Customer GST No Credit Limit 2399999 Bill Sequence No. Credit/Debit Note Previous Balance Last Payment ^Amount due before Current charges # Amount due after Adjustments due date Due date due date Rs. 0.00 Rs. 0.00 Rs. 0.00 Rs. 4,13,000.00 Rs. 4,13,000.00 Rs. 4,13,000.00 20-Jan-22 ^ Bill is rounded off to nearest rupee. # If Includes Late Payment Fee Pay your previous bill immediately to avoid disconnection. Pay your current charges by 20-Jan-22 to avoid late payment charges SOME PARTHERSHIPS ARE GAME CHANCING. TATA THE FIT ZOOM For more information, Trusted Service | User-Friendly Interface call us at 18002661111 Robust Security | One-Stop Shop for SMEs Tata Teleservices (Maharashtra) PAN Number: AAACH1458C Tata Teleservices (Maharashtra) GST Number: 27AAACH1458C1ZZ Pay Online with iManage Self Care iManage How to Pay your Bill Login to your iManage Self care account https://www.tatateleservices.com/iManage

Payment Slip

Cheque/DD should be payable to "Tata Teleservices (Maharashtra) Ltd Account No 605945790*

Account No: 605945790 Invoice No: 2167402513 Bill Date: 03-Jan-22 Due Date: 20-Jan-22 Bill Amount Rs. 4,13,000,00

Cheque/DD No: Dated Bank Branch

Mode of Payment: Cash Cheque/DD E-Payment Signature

TATA TELESERVICES (MAHARASHTRA) LTD

State Office Address: D-26 TTC Industrial Area, MIDC Sanpada P.O Turbhe, Navi Mumbai, Thane, Maharashtra - 400703

Rego. Office: Tata Teleservices (Maharashtra) Limited, Voltas Premises, T. B. Kadam Marg, Chinchpokali, Mumbai - 400033. Website: www.tatateleservices.com. CIN-L64200MH1995PLC086354.

gitally signed by: EERAJA AKUNURI ate: 2022.01.05 23 59:30 IST

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	Bill/Invoice No	2166308204
	Bill Date	: 03-Apr-21
bill email ID : kiran_dass@rediffmail.com	Bill Period Due Date	: Quarterly
stomer GST No :	Security Deposit	20-Apr-21 0
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evious balance +/- Adjustments + Current	t charges ^Amount due before due date	# Amount due after Due date
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Pand Office Telp Talacanilos (Maharachtra) I imitad Voltac Pramicae T R Kadam Marn Chinchnokali Mumhai - 100033 Waheita: www. tatalacanilose (Maharachtra) I imitad Voltac Pramicae T R Kadam Marn Chinchnokali Mumhai - 100033 Waheita: www. tatalacanilose com CINI Excontinuo Com Cini Exco

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Tele: 7249250184/7249250185

Extn 2106

Army Institute of Technology Dighi Hills Pune – 411 015

28 July 2021

AIT/SO/0810/52/2020-21/Proj.

M/s Powergrid Corporation of India Ltd Pune Telecom Office, 67A, Amir Complex, Dehu Road, Pune - 412101

Tel: 8800791493

Email: hitendra@powergridindia.in

AIT GSTIN: 27AAECA9497L1ZW

SUPPLY ORDER: PROVISION OF 500 MBPS INTERNET LEASE LINE TO AIT

- Please refer the quotation submitted by you in response to our Tender enquiry No AIT/SO/0810/52/2020-21/Proj dt 17/03/2021.
- 2. Please supply & install the items as per the following specification :-

	S.No	Product /Service	Description	Qty	Amount
	Α	Link Bandwidth	500 Mbps dedicated symmetric Internet Bandwidth (1:1 uncompressed and unshared with last mile on fibre in Ring Topology) till International Gateway. Connectivity through Leased Line with assured bandwidth of 500 Mbps worldwide with 1:1 full duplex.	01	Rs 9.51.089/- per year
the contract of the contract o	В	Installation (One time Charges)	This includes setting up of last mile connectivity preferably using OFC technology, supply & installation of necessary equipment, deploying of cable up-to Ethernet Port with AIT's existing Local Area Network. The termination of the last mile connection is to be made in Server Room of the AIT. The last mile link should be of the ISP provider only (no third party) and will be on Fibre with self-healing architecture to maximize the availability of the link and minimize the failure. Technical specification should include – Additional inputs regarding MUX, Routers, Switch & UPS etc.	LS	

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April as anuna

-	L				
	С	IP Address		16 live IP address	
	D	Any Other		01	
	E	Category	ISP Category from TRAI & DOT	Cat A/E	
	F	Duration	Service contract period	Two year	
		(iii) Premiur guarante (iv) Low late tier 1 pe (v) Packet Internati (vi) Symmel uncomp internati (vii) Link del addition (viii) The sp Departm	ency (Less than 350 milliseconds from AIT, Pune to ering point.) Loss - Less than 1% (Average over 1000 prional gateway. This connection - giving equal Upload & Download ressed and unshared symmetric bandwid onal Gateway ivery on dual last mile with auto-failover mode without cost. ecifications should be as per standards & nor nent of Technology India (DoT)	o ISP's ing) till L- (1 1) lth till out any	
	Н	Accessories Installation / Training Technical lite Tools Any other ite	Commissioning charges		Nil
		10-0-10-10-10-10-10-10-10-10-10-10-10-10		mount	Rs 9 51 089/-
,			GST	(18%)	Rs 1.71.196/
1		-	Total Amount (All Incl) pe	er year	Rs 11.22 285/-

3. TERMS AND CONDITIONS

- (a) Bill should be sent in duplicate showing taxes if any.
- (b) The stamped pre-receipt for an amount of bill should be sent alongwith the bill.
- (c) <u>Delivery Schedule</u>. The supply & installation be completed as follow -
 - (i) Delivery of items
- Four weeks from the date of Supply Order
- (ii) Installation of items
- Two weeks from the date of delivery of items

Page 2 of 3



(iii) Please note that Contract can be cancelled unilaterally by the Buyer in case items/services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

(d) Payment Terms. -

 Quarterly payment will be made in advance for each quarter after receipt of Invoice.

(ii) Payment will be made after testing, commissioning and training of the

services for the first quarter.

- (e) Performance Bank Guarantee. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.
- (f) Warranty.

 Vendors will provide free onsite comprehensive warranty for the complete systems for a minimum period of two year as provided by OEM. Warranty shall include hardware, software and any other pre-loaded software as ordered from the date of acceptance. During the warranty, the vendor will repair/replace without any cost any equipment/part/accessory, which becomes, defective. During the warranty period all warranty benefits received by vendor from the OEMs, for any equipment pertaining to third parties will be passed on in to the Customer. The Customer may invoke the bank guarantee in case vendor fails to ensure rectification of defects within one week of the defect being intimated. Vendor will ensure 99.99% systems availability during the warranty period. Items of consumable nature that may not be replaced free on account of defect/malfunction must be specified clearly in the offer. Failure to provide this Information shall be treated as all items components consumables are covered under warranty. Software update will be provided free of cost during warranty.
- (g) Taxes are subject to change due to change in Government Policies for GST.
- (h) Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 5% of the value of delayed stores.

-05%

Page 3 of 4

- (j) If the system is down beyond 24 hours, penalty at the rate of Rs 5000/- (Rs Five Thousand only) per day will be charged or recovered out of the Bank Guarantee held towards the warranty. In case of any system/sub system being down for more than three working days, Customer has the option to get it repaired from any suitable agency at the risk and cost to be borne by the vendor, which will be deducted from the Bank Guarantee due to vendor.
- (k) Other terms and conditions as per our Tender enquiry No AIT/SO/0810/52/2020-21/Proj dt 17/03/2021.

Joint Director For Director

1 Stris



पावर बिड कारपोरेशन ऑफ इंडिया लिमिटेड

POWER GRID CORPORATION OF INDIA LIMITED

OWBNTEL

Power Gnd Corporation of India Limited

REGIONAL HEAD QUARTER,66, POWERGRID, NAIN RING ROAD, SAMPRITI NAGAR, NAGPUR, 440026, IN

GSTIN:27AAACP0262G1ZT Tax Invoice for TELECOM SERVICES PAN:AAACP0262G

PGCIL CP 15703

ISP

Customer ID : 0002131676

Invoice No

E12707210040

Invoice Date Due Date

20.10.2021 04 11 2021

0993062631

IRN

Type of

Senal No:

8aca1daf498265ee15f0c3cb75e0ecf186ac5381a659c7079d2e9b4903af4550

Bill to

Name

Army institute of Technology

Place of Supply

Army Institute of Technology

Address

DIGI HILLS, TAL HAVELI, PUNE, ARMY INSTITUTE OF

TECHNOLOGYPUNE, MAHARASHTRA_,PUNE,411015.IN

Address

DIG: HILLS, TAL HAVEL! PUNE, ARMY INSTITUTE OF TECHNOLOGYPUNE, MAHARASHTRA., PUNE, 411015.

27

Customer PO Number

AIT/SQ/0810/52/2020-21/PROJ

State/Union Territory

Maharashtra

Customer PO Date

28 07 2021

State/Union Territory Code

0002131676

PO Value

951089.00

Customer Code Customer GSTIN/UIN

27AAECA9497L1ZW

Link From:

PLINE

STAUT

MAHARASHTRA

Link To:

ST/UT

MAHARASHTRA

0000:

07.10.2021

Capacity

500,000 MRPS

Billing From 07:10:2021

Billing To

31 12 2021

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100	service	10000	Value	HAN	dany		Rate	Amount	Rate	Amount	Rate	Amount
1	INTERNET BANDWIDTH CHARGES	996422	2,22,265 00	85	-	2.22,365.00	8.00	20,004.00	9.00	20,004.00	0.00	0.00
	Total		2.22.265.00			2,22,265.00	0.00	20,004.00	0.00	20.004.00	0.00	6 00

2,62,273.00 Total Invoice value(in figures)(incl GST)

Total Invoice value(in Words)(incl GST) Rupees Two Lakh Sixty Two Thousand Two Hundred Seventy Three Only

GST Amount(in Figures) 40,008.00

GST amount(in Words) Rupees Forty Thousand Eight Only

Whether reverse Charge applicable NO

EAGE

Power Grid Corporation of India Limited

For & on behalf of Power Grid Corporation of India Limited

PREETI SHARMA This document is

IFSC Code

ICIC0000106

Signature & Stamp

Name of the Bank & Branch ICICI Bank Limited, DLF Phase I, Gurgaon Branch

Account Number

Bank details for payment.

POWERG2131676

Account Name

Current Account

Declaration

Certified that the perticulars given above are true and correct.

1. Payment to be made before the due date in the form of Demand Draft Payable at Delhi in favour of Mis. Power Grid Corporation of India. Limited. Alternatively, Payment can be made through NEFT/RTGS as per details above.

Detay in payment shall be liable to attract an interest @10% per annum or any other agreed rate. The same shall accrue from due date until such amount is paid in full. The amount

of interest shall be addressed in the subsequent bills.

3. Payment details of this bill along with deductions, if any, must be intimated through email address telecom-marketing@powergnd on in

Registered Office:B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110015

with an eight 4 and one.



Memorandum of Understanding (MoU)
between

National Knowledge Network (NKN)

And





-OP

HOD Department of Computer Engineering Army Institute of Technology Dighi Hills, Pune-411 015.

Vational Knowledge Network

MoU FOR SERVICES ON NATIONAL KNOWLEDGE NETWORK

This MoU (this "Agreement"), dated is	entered into by	and among
---------------------------------------	-----------------	-----------

PARTIES TO THE MEMORANDUM

National Informatics Centre (NIC), Department of Information Technology, Ministry of Communication and Information Technology, Government of India at (Block-A, CGO Complex, Lodi Road, New Delhi-110003) which is the "Project Execution Agency (PEA)" for coordinating the implementation of National Knowledge Network (NKN) Project by the designated High Level Committee (HLC) on NKN.

AND

ARMY INSTITUTE OF TECHHOLOGY, hereinafter referred to as 'User' with office at DIGHT HELLS, PUNE - 411015 - MAHARASHTRA

RECITALS:

WHEREAS,

- a) NKN is a state of art Multi-Gigabit Pan-India network. It has been designed to ensure the highest level of availability, quality of service, and robust, secure and reliable connectivity for extending network based services.
- b) "Project Execution Agency (PEA)" is the implementing agency on behalf of NKN Project, till such time a Special Purpose Vehicle (SPV)/Successor is not established. Once the SPV/Successor is established then all the roles agreed for by "PEA" in this agreement shall be as it is, transferred to the SPV/Successor.
- c) Pursuant to the terms and conditions of this Agreement, User desires to obtain Right of Use in the NKN network, upon accepting the terms and conditions set forth in this Agreement.

NOW THEREFORE, the User desires to use / make certain services available via a connection to NKN and the Parties have agreed that those services be made available on the terms and conditions set out in this Agreement. In consideration of the matters recited, the commitments contained herein, and the purpose and scope, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS

The following terms shall have the definitions indicated. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Agreement.

"Access Link" the access link and/or other equipment which is required to

make the connection between the User's network and NKN;

"Agreement" this agreement, including its Exhibits, as may be amended from

time to time under Clause 24.2;

"Clause" a clause or sub-clause of this Agreement;

"Connectivity" is the term used to describe the network based connectivity

between the PEA and the User

NKN
Confidential
Dept of



NIC Page 2 of 14 "Confidential Information"

all information (in whatever form) designated as such by the other Party together with such information which relates to the business affairs, networks, computer systems and installations, technology, developments, trade secrets, know-how, products, services or personnel of the other Party, or users and Users (or potential users and Users) of the other Party's products or services, or information which may reasonably be regarded as the confidential information of the other Party:

"Fees"

the fees payable by the User to NKN under this Agreement, as

set out in Clause 5:

"Fiber Mile"

means a linear mile of one strand of Lit Fiber, which length shall be measured along the path of the cable route, and not by

vertical and horizontal distance:

"Interruption"

means any failure, interruption, impairment or degradation of the operation of the NKN Fibers that commercially impairs NKN's use of the Fiber between two adjacent PoPs (but not including any failure, interruption, impairment or degradation

caused by User);

"Maintenance"

shall mean Scheduled Maintenance;

"Pop"

means a terminal facility (Point of Presence) used for origination/termination of traffic and shall not include sites

used extensively for regeneration or amplification;

"Services"

the services which the User is permitted to provide to Users on NKN pursuant to this Agreement, as may be amended in

accordance with this Agreement;

"User"

Organization/Establishment which shall have a NKN connection

Also,

- a) Clause headings are inserted in this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement.
- b) The singular includes the plural and vice versa.
- References in this Agreement to "Party or "Parties" mean party or parties to this Agreement.

2. TERMS OF AGREEMENT

This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with the provisions of this Agreement, shall have an initial term till "31st December 2019". In case there are any additions/modifications required in the agreement, it shall be modified on a case to case basis as per the decision of the High Level Committee of the NKN Project. After the initial term, this agreement shall be renewed as agreed by the parties to this agreement unless:

- 2.1 PEA gives the User, a written notice to terminate this Agreement, either at the end of the initial term, or based on a notice to be provided at least three (3) months in advance; or
- 2.2 User gives PEA, a written notice to terminate the Agreement. At any time, such notice shall be provided at least three (3) months in advance. (Refer to Clause-20 for details)

NKN Confidential S

3. PROVISION OF SERVICE

- 3.1 Subject to the User complying with the terms and conditions of this Agreement, PEA shall provision NKN Services to the User.
- 3.2 PEA shall use all reasonable endeavors to provide the service in accordance with the standard Network Service Levels.
- 3.3 Access to NKN Project is provided by the PEA:
 - a) On a non-exclusive basis, where the PEA shall be entitled to allow / provide others the same or similar service at any time; and
 - b) Solely for the purpose of providing the services to users.
- 3.4 The Service does not include:
 - a) Internet Protocol (IP) transits other than to the Users.

4. RESPONSIBILITIES OF PARTIES TO AGREEMENT

4.1 Responsibilities of User

- a) The user shall appoint <u>one</u> technical personnel to be the <u>single point of contact</u> for the PEA and one alternative technical contact in case former is not contactable / available for whatsoever reason may be. This person shall be responsible for all communications, correspondence and actions between the User and the PEA. The PEA shall not be required to get in touch with any other person at the User.
- b) The User shall supply or provide the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) at its own expense in order to enable PEA to provide the NKN Services. The goods and services provided by the User should be compatible with the project requirements, as intimated to the nodal officer from User. User shall also be responsible for the suitability, sufficiency, repair and maintenance of the equipment provided by them.
- c) The User shall ensure that the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) is suitable for the connection and service through the NKN project and in accordance with the reasonable instructions of the PEA and/or its sub-contractors. The user should consult the PEA for prior approval before acquiring any goods and/or services for the project and PEA will follow recommended specifications for approving such goods and/or services.
- d) In case the PEA chooses to use NKN's resources installed at the User's site to connect another User to the network, the User shall allow full access to the PEA personnel for such implementation including access to equipments and space in its premises, pertaining to NKN connectivity.
- e) In case the User decides to shift the location of the Institute then, in order to enable the PEA to arrange for such shift, the User shall inform the PEA three (3) months in advance. (For further details pertaining to location shift please refer Clause 5)
- f) Security. User shall ensure the security of the entire NKN project related equipment (both owned by the User & PEA and/or its sub-contractors), installed within User's compound (List of PEA Equipment shall be maintained as per Exhibit C). This shall also include managing the Facilities Management System (FMS) within the Institute Compound, along with the following:
 - Collecting and maintaining contact details of NKN Nodal officer assigned to User;



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- Maintaining the escalation procedure/process and contact information for contacting the next level officer of PEA, dealing with the User Account.
- q) Accessibility in User Compound. The User shall ensure accessibility to the nominated personnel of the PEA and/or its sub-contractor, twenty-four (24) hours a day, seven days a week for the NKN project related equipment within the compound of the User.

4.2 Responsibilities of PEA

- a) PEA shall be responsible for connecting the Access Link to User equipment.
- b) PEA shall provide support services for NKN project. The support services may include:
 - Provide contact details of the Nodal Officer to the NKN User.
 - Provide services support for the NKN Network.
- c) PEA shall not be responsible for any failure to provide the Service if and to the extent such failure is attributable to the lack of an Access Link, Equipment Space, Personal Computers, Air Conditioners, UPS etc. (including but not limited to) or to any deficiency or problems with the above.

5. FEES

- 5.1 As per the NKN project approval by the cabinet committee, the link provided by the NKN project is free of charge. However, in due course of time if the Government decides to charge any amount then, the applicable charges and terms & conditions shall be communicated to the User.
- 5.2 Shifting of Last Mile Connectivity of Edge links: In case, the "User" shifts the last mile connectivity of edge links provisioned by the PEA within the initial service period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.

The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

Examples

Case#1: In case of a 1Gbps link of >20 Kms is being shifted in the first 6 months, the fee payable by the User to the PEA shall be Rs. 30 lakhs (Balance 1.5 year X Rs. 20 lakhs per year for 1Gbps link)

Case#2: In case of a 1Gbps link of >20 Kms is being shifted in the first 18 months, the fee payable by the User to the PEA shall be Rs. 10 lakhs (Balance 0.5 year X Rs. 20 lakhs per year for 1Gbps link).

5.3 In case of any changes to the standard tariffs, the PEA shall notify User in writing. For such changes to take affect under this Agreement, the PEA shall inform the User at least three (3) months prior to implementation of such changes.

6. COMPLIANCE WITH POLICIES (Issued from Time to Time)

6.1 The User shall comply (and shall ensure that its officers, employees, contractors and agents comply) at all times with PEA's current versions of the Policies.

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6.2 PEA reserves the right to amend the Policies from time to time. In case of any amendments, PEA shall notify the User of the updates and make available to the User a copy of the amended Policy or Policies (as appropriate).

7. PUBLICITY

- 7.1 Either party may make any press or other public announcement in relation to the NKN Services to Users, provided that:
 - a) the first such announcement by the User is made in the manner and in the form which has been agreed in writing with the PEA, prior to its release;
 - b) no such announcement discloses any of the terms of this Agreement (including, without limitation, any financial terms), to the extent that such disclosure is agreed in advance in writing between the Parties or is permitted by Clause 15;
 - c) User does not use any logo or device of NKN (or any logo or device which incorporates or which is confusingly similar to any such logo or device) without PEA's prior consent.

8. ACCESS TO TRANSMISSIONS

PEA and its sub-contractors shall have the right to examine all transmissions made along NKN, where PEA has reasonable grounds to believe that such transmissions are in breach of this Agreement and are of a nature which is likely to cause harm or distress to anyone or are otherwise in breach of any law or regulation. PEA and its sub-contractors shall also have the right to remove (or otherwise cause not to be transmitted on NKN) any material which, in its reasonable opinion, is of such a nature. Such material shall be treated as the Confidential Information of the User in accordance with Clauses 15.1, 15.2 and 15.3. The right to all final decisions on access to transmissions lies with the PEA.

9. MAINTENANCE AND FAULT REPAIR OBLIGATIONS

- 9.1 It shall be the responsibility of User to notify the occurrence of fault to NKN.
- 9.2 PEA shall perform or cause to be performed under its direction all necessary repair and replacement ("Repair"), necessary to maintain the physical integrity and performance of the Network. User is prohibited from performing any repair or maintenance on the NKN Network and/ or system facilities.
- 9.3 User shall provide to PEA, or its designee, access to any facilities under User's control which are used in connection with the NKN and / or the system facilities to enable NKN Project, in its sole discretion, to perform testing, adjustments, demand or maintenance or other procedures which are necessary or desirable to manage the NKN and/ or the system facilities in accordance with Exhibit A.
- 9.4 With respect to the swapping, leasing, conveying, assigning or transferring of NKN's edge links, User shall require its transferees to execute NKN's then standard maintenance agreements and pay NKN's standard fees, as applicable. In such a case, the transferee shall be responsible directly to PEA for any agreements pertaining to maintenance fee and any other fee, if applicable. If the transferee fails to pay any such fee, User (transferor) shall continue to be responsible for the same.

10. WARRANTIES

- 10.1 The PEA warrants that:
 - a) It shall, at all times exercise reasonable skill and care in providing the NKN Service.

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 It holds and shall hold for the duration of this Agreement all licenses and authorizations as may be required to provide services to the User.

10.2 The User warrants that:

- it shall take all reasonable endeavors to ensure that it introduces no virus, Trojan horse or worm into NKN and follow the NKN security policies to manage the security aspects;
- b) It holds and shall hold for the duration of this Agreement all necessary licenses, consents and authorizations as may be required to provide the services to its officers, employees, agents and students;
- it shall provide the services and shall carry out the obligations in this Agreement in accordance with all applicable telecommunications, data protection and other laws of the country, licenses and regulations; and
- d) It has the full right, power and authority to enter into and perform this Agreement in accordance with its terms, and such entry and performance does not and shall not violate or infringe the intellectual property or other rights of any other person.

11. LIMITATIONS OF THE SERVICE

While PEA shall use its reasonable endeavors to provide Users a continuous service, the User acknowledges and accepts there is a regular "Scheduled Maintenance Period" during which time the whole or part of the service may not be available.

12. LIABILITY

- 12.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by that Party's negligence, or for fraud.
- 12.2 Under no circumstances shall either Party be liable to the other for:
 - a) any loss or harm caused by any person using NKN;
 - b) any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spolling of data, lost or wasted management time or time of other employees, or for any indirect, special or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if the other Party was advised of or knew of the likelihood of that loss or type of loss arising.

13. CHANGES TO SERVICES

Whenever the User identifies the need to change the services, it shall complete the template of Change Control Notice (as given in Exhibit B) and shall submit it to PEA. The User must provide full details of change requested and any consequential amendments to this Agreement. The proceeding details have also been prescribed under Exhibit B.

14. PROVISION OF CONTACT INFORMATION

All communications with the User concerning this Agreement shall be with the Technical Nodal Officer nominated by the User in writing pursuant to this Clause 14. The User shall provide to PEA, the contact information for each nominated individual (minimum details shall include name, telephone number, fax number and electronic mail address - as per Exhibit D) and shall notify PEA of any changes to those individuals or their contact details as and when they occur. Notification for the purposes of this Clause 14 should be sent by letter or electronic mail and should be addressed to the Nodal officer at the PEA.



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15. CONFIDENTIALITY

- 15.1 Subject to Clauses 15.2 and 15.3 each Party shall:
 - a) use confidential information only for the purposes of this Agreement;
 - disclose confidential information to a third party only with a prior written consent of the other Party (except that each Party may disclose Confidential Information to its professional advisors or auditors to the extent necessary and as set out in Clauses 15.2 and 15.3); and
 - ensure that any third party (other than the professional advisers or auditors of either Party) to whom confidential information is disclosed executes a confidentiality undertaking in the terms of this Clause 15.1.
- 15.2 The provisions of Clause 15.1 shall not apply to any confidential information which:
 - a) is in or comes into the public domain other than by breach of Clause 15.1; or
 - is or has been independently generated by the recipient party or was in the possession of the recipient party prior to the date of the disclosure.
- 15.3 Each party may disclose confidential information pursuant to a statutory obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body provided that it notifies the other Party as soon as the requirement to notify arises and shall use its reasonable endeavors to ensure that any such disclosure is made in a manner which ensures the confidentiality of the confidential information.

16. FORCE MAJEURE

Any failure of either party to perform its obligation under this Agreement shall not be a breach of this Agreement if such failure results from Acts of God, governmental action that did not result from wrong doing of the party involved in such governmental action, or labor strikes or walkouts that could not reasonably be avoided by the party subject to such labor strike or walkout. Each party shall, with the cooperation of the other, exercise reasonable efforts to mitigate the extent of a delay or a failure resulting from a force majeure condition and the adverse consequences thereof.

17. ARBITRATION

On all aspects where the above articles of this MoU are silent or for special cases of deviation from these articles, the decision mutually agreed upon NIC and User will be final. However, in case of any dispute relating to or arising out of the MoU, such dispute shall be resolved amicably by mutual consultations. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the arbitration of a sole arbitrator to be appointed by Secretary, Deptt. of Legal Affairs, Govt. of India. The Arbitration and Conciliation Ordinance, 1996 together with any modifications or re-enactment thereof and rules framed there under, as amended from time to time shall not be applicable to such arbitration proceedings under this clause.

18. INDEMNITY

PEA shall stand indemnified from all aspects of usage of the outcome creation of NKN including any eventual running of application covered under cyber law related crimes and for any antinational activities arising out of the usage of the Links. In case such activity occurs on the Link provided to the User, then the User shall be held responsible for the damages pertaining to the misuse of NKN Link.

19. NON SUABILITY

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Neither of the co-signatories to this Agreement could be sued in any court of law in India or abroad by the other party, for the events if any party is not able to perform as per any of the stipulations of this Agreement, due to circumstances beyond their control.

20. TERMINATION OF SERVICES / AGREEMENT

20.1 In case, the "User" terminates the last mile connectivity of the links provisioned by the PEA within the initial period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.

The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

Example: In case of a 1Gbps link of >20 Kms is being terminated in the first 6 months, the fee payable by the User to the PEA shall be Rs. 30 lakhs (Balance 1.5 year X Rs. 20 lakhs per year for 1Gbps link)

- 20.2 Either Party ("the first Party") may terminate this Agreement with immediate effect by giving written notice to the other ("the Second Party"), without any compensation or damages due to the second party, but without prejudice to any other rights or remedies which either Party may have, if:
 - a) the second party commits a breach of this Agreement which is not capable of remedy;
 - the second party commits a breach of this Agreement which is capable of remedy but is not remedied within three (3) months of receipt of written notice from the first Party or;
 - c) If and for so long as PEA believes that the Services used by the User, or the Access Link or the Service, do not comply with any law or regulation or cause disruption or damage to NKN, or have an adverse effect on other services available to any other User or on NKN's business relationships with any other third parties, or if PEA believes that any of the above situations appear likely.
- 20.3 If and for so long as PEA believes that the Access Link (or the User's use of it) causes or appears likely to cause death or personal injury, or material damage to property; or
- 20.4 The second party's ability to survive as an independent entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the second party, any failure by the second party to pay any of its dues to its creditors, the institution of any winding up proceedings against the second party or the happening of any such events that are adverse to the commercial viability of the second party.
- 20.5 In the event that PEA exercises its right to suspend the service pursuant to this Agreement, it shall, whenever reasonably practicable, give reasonable prior written notice of such suspension to the User, for which the notice shall state the grounds of such suspension and its expected duration. Where any such suspension is made in accordance with this Clause 20.4, then NKN shall, where reasonably practicable use its reasonable endeavors to minimize the effect of and the duration of any such suspension.

21. CONSEQUENCES OF TERMINATION

21.1 On expiry or termination of this Agreement:

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- a) the PEA shall immediately cease to provide the services and shall disconnect the Access Link or at User's option, shall permit PEA to disconnect the Access Link; and
- b) both parties shall remove any references to the availability or provision of the services on NKN from any and all publicity materials in whatever form in their possession or control (including, without limitation, any such references on the Parties respective websites) within fourteen (14) days after the effective date of termination or expiry.
- 21.2 Where Agreement is terminated, PEA shall not be obliged to refund or waive any fees (or any proportion of them) which has been paid or has become payable by the User.
- 21.3 Where this Agreement is terminated, the PEA shall reserve all rights to withdraw / remove all equipment installed at the User's site by the PEA for the implementation of the NKN project.

22. NOTICES

All notices, requests or consents provided for or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two (2) days after mailing or on the date of delivery, if personally delivered:

To NIC at:

National Informatics Centre (NIC),

Department of Information Technology,

Ministry of Communication and Information Technology, Block-A, CGO Complex, Lodi Road, New Delhi - 110003

e-Mail: piu@nic.in

To User at:

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Any Party may change the address to which notices are to be directed by it to the other party in the manner specified above.

A notice served on a representative/nodal officer is taken as notice to that representative's party.

23. RELATIONSHIP BETWEEN THE PARTIES

The relationship between the parties is that of independent contractors, and at no time shall either party hold itself out as being the principal, agent or partner of the other.

24. GENERAL

- 24.1 This Agreement constitutes the entire agreement between the parties relating to the subject-matter of the Agreement. The User acknowledges and agrees that it has not relied on any statement or representation made by PEA in agreeing to enter into this Agreement. Nothing in this Clause 24.1 shall operate to limit or exclude either Party's liability for fraud.
- 24.2 No variation to this Agreement shall be effective unless it is in writing and signed by authorized signatories for both Parties. An addendum for such changes shall be sent to the parties to this agreement.



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NIC Page 10 of 14 In Witness Thereof, the parties have agreed this Services Agreement to be executed by their duly authorized representatives to be effective as on the ______, 20 _ _ at New Delhi.

For and on be	half of:	
		User
Details	National Informatics Centre (NIC), DIT,	ARMY INSTITUTE OF
Details	MOC&IT, Block-A, CGO Complex, Lodi Road, New Delhi-110003	TECHNOLOGY , DIGHE HELL
		PUNE-411015 - MAHARASHTE
Signature:		-Of
Name:		05-5-R-26-M
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Date:	Comp. Engg.	Army Institute of Technology
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Signature:		hou a
Name:		K N DOSS.
Designation:		Peogeammer.
Date:		24.11.2018
Place:		PUNE
Signature:		Out
Name;		Mr. RAHUL KADAM.
Designation:		Peoglammir
Date:		ch. 11.2012.
Place:		PUNE

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Exhibit A: USER'S MAINTENANCE RELATED RESPONSIBILITY

- Any fault duration (i.e. downtime) shall be calculated from the time that fault is reported.
- 2. The User shall ensure availability of staff that is capable of dealing with the NKN Project related equipment/router. The period in which Institute premises is found closed or no staff is available when maintenance staff visits the premises for testing or want to test the circuit from location, shall be excluded from fault duration.
- 3. The User shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to PEA's maintenance staff at all times.
- 4. In addition to the above following shall be excluded from fault duration:
 - a) Unavailability of circuit due to power failure at User's end.
 - b) Unavailability of circuit due to mishandling of equipment or any cables attached to such equipment at User's end.
 - c) Unavailability of circuit due to fault in User's Premise equipment / network.
 - d) Unavailability of circuit due to force majeure.
 - e) Unavailability of circuit due to Planned Service Outages or Routine Maintenance.
 - f) Interruptions during any period when the User chooses / elects not to release the service for testing or repair and continues to use the service on an impaired basis.
 - g) Interruptions during any period when the User has not released the service to NKN for maintenance or for the implementation of a User service request.
 - h) Interruptions caused by User negligence including provision of inaccurate information.

Procedure of Fault Booking

- a) User shall book the fault on assigned number of NKN Project related Helpdesk i.e. "011-24360084".
 - The problem related to any service outage can be reported to NKN Project related Helpdesk callout facility on all week days at any time during twentyfour (24) hours a day, seven (7) days a week. Any service outage occurred during the time mentioned above shall be reported to NKN Project's PoP on the same working day.
 - The services of the engineer would be available between 9:00 am to 9:00 pm on all working days of PEA and between 9:00 am to 5:00 pm on PEA's Holidays (including Saturdays & Sundays). Additionally, services shall be provided outside these hours on call basis in case of emergency only. For, all other services it shall be attended on the next day after 9:00 am.
- b) Where the User is unable to find PEA's representative on the number assigned above, the fault can be booked on "011-24360088", which shall work as alternate number in such emergency. Status/fault report generated by PEA (to the extent provided by the system) shall be taken, as reference if situations where there is ambiguity about the timing and nature of fault.

Escalation matrix for the faults would be as follows:

- Level 1: Call centre nos. as provided above
- ii. Level 2: User's Nodal Officer in each PoP
- III. Level 3: Head / In charge of PoP in each State
- Level 4: National Head Office, National Knowledge Network







Exhibit B: CHANGE CONTROL

- Before the Change Control Notice is finalized and signed by a nodal officer on behalf of the PEA, both Parties shall discuss in good faith the proposed changes.
- 2. On receipt of the Change Control Notice, PEA shall consider the change. PEA may request further information and/or clarification from the User. Once this information has been provided, PEA shall, within Twenty-One (21) Days or other agreed time, complete the Change Control Notice and provide the following information:
 - a) authority to proceed with this change or not; and
 - any other comments (including details of consequential amendments required to this Agreement).
- A Change Control Notice signed by both Parties shall constitute an amendment to this Agreement.

Agreement.	shall constitute all amendment to the
CHANGE CONTRO	
Ref No:	
Title of Change:	
Date:	
Details of Change:	
Reasons of Change:	
Description and Extent of Change:	
Impact of Change:	
Originator Authority:	
Signature & Stamp	
Comments by NKN Official:	
Price:	1
NKN Authority:	

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Signature & Stamp

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Exhibit C: LIST OF EQUIPMENT TO BE SUPPLIED TO THE USER BY THE PEA

Sr. No.	Description	Quantity	Serial Number	Signature (Authorized Signatory)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Exhibit D: CONTACT INFORMATION FOR USER'S PERSONNEL (NODAL OFFICER)

Name of Individual	Telephone Number	Fax Number	E-Mail Address
K.K. WASS.	020. 27157534		Ktron_Ocop@rediffmil.
RAHUL KADAM	940447466		tkadam@astpowe.edu.iv
	TARRALI ARE		
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	K.K. WASS.	K.K. WASS. 020. 27157534	K. K. 10 ASS. 020. 27157534

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Power Grid Corporation of India Limited

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Invoice Date

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Due Date

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Place of Supply

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Address

State/Union Territory

State/Union Territory Code

Customer Code

Customer GSTIN/UIN

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For & on behalf of Power Grid Corporation of India Limited

Signature & Starro

VIVEK SAXENA

digitally signed] New Delhi

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Rupees Forty Two Thousand Seven Hundred Ninety Eight Only

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Power Grid Corporation of India Limited

Code

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of the Bank & Branch

ICICI Bank Limited, OLF Phase I, Gurgaon Branch

mi Number

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nt Name

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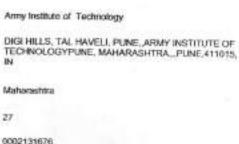
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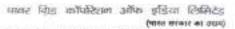
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ment details of this bill along with deductions, if any, must be intimated through small address belocom-marketing@powergrid.co.in.







POWER GRID CORPORATION OF INDIA LIMITED



Power Grid Corporation of India Limited

REGIONAL HEAD QUARTER,65, POWERGRID, NARI RING ROAD, SAMPRITI NAGAR NAGPUR, 440026.IN

GSTIN:27AAACP0252G1ZT Tax Invoice for TELECOM SERVICES PAN:AAACP0252G

ginal For Recipient

CIL CP 15703 domer ID : 0002131676

e of : ISP ial No: : 0993069750 Invoice No

Invoice No : El2704220090 Invoice Date : 01.07.2022

Due Date

: 16.07.2022

Registered Office:B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016

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पावर बिड कॉर्पारेशन ऑफ इंडिया शिमिटेड (मारत सरकार का तावन)

POWER GRID CORPORATION OF INDIA LIMITED

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Power Grid Corporation of India Limited

REGIONAL HEAD QUARTER 66, POWERGRID, NARI RING ROAD, SAMPRITI NAGAR, NAGPUR, 440026 JN

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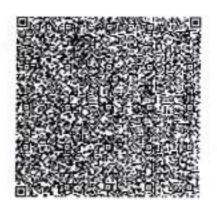
Invoice Date

: 01.04.2022 : 16.04.2022

Due Date

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Army Institute of Technology

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DIGI HELS, TAL HAVELI, PUNE, ARMY INSTITUTE OF

TECHNOLOGYPUNE, MAHARASHTRA_PUNE,411015.IN

State/Union Territory

Customer Code

Place of Supply

Name

Address

State/Union Territory Code

stomer PO Date

stomer PO Number

28.07.2021 951089.00

AIT/S0/0610/52/2020-21/PROJ

Customer GSTIN/UIN PUNE

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DIGI HILLS, TAL HAVELI, PUNE, ARMY INSTITUTE OF

TECHNOLOGYPUNE, MAHARASHTRA,,,PUNE,411015.

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ST/UT Carmeibr MAHARASHTRA 500 000 MRPPS

Link To:

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STAIT Others To

Meharashtra

0002131676

Army Institute of Technology

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Description of service	HSN/SAC	Gloss Value	Discount, If Any	Abotement if any	Taxable value	COST		SGST/UTGST		IGST	
						Rain	Amount	Rate	Amount	State	Amount
INTERNET BANDWIDTH CHARGES	996422	2,37,772.00	-		2.37,772.00	9.00	21,309.00	9.00	21,399.00	0.00	0.00
Total		2,37,772.00			2.37,772.00	0.00	21.399.00	0.00	21,399.00	0.00	0.00

al invoice value(in Words)(incl GBT) Rupees Two Lakh Eighty Thousand Five Hundred Seventy Only

42,798.00 T Amountain Figures)

Rupees Forty Two Thousand Seven Hundred Ninety Eight Only

NO ether reverse Charge applicable

For 8 on behalf of Power Grid Corporation of India Limited

nk details for payment

ICIC0000106

Signature & Stamp

3C Code me of the Bank & Branch

LOE

ICICI Bank Limited, DLF Phase I, Gurgson Branch

count Number

POWERG2131676

Power Grid Corporation of India Limited

count Name

Current Account

claration

irtified that the particulars given above are true and correct.

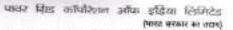
SUDHANSHU SRIVASTAVA This document is digitally signed New Delhi 13.04.2022 12:42

syment to be made before the due date in the form of Demand Braft Payable at Delhi in favour of Mis. Power Gold Corporation of Indig. Limited, Alternatively, Payment can be made rough NEFT/RTGS as per details above.

Delay in payment shall be liable to attract an interior @10% per arrum or any other agreed rate. The same shall account from due date until such amount is paid in full. The amount interest shall be addressed in the subsequent bills.

Payment details of this bill along with deductions, if any, must be intimated through email address telecom-marketing@powergnd.co.in.





POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Emerprise)



Power Grid Corporation of India Limited

REGIONAL HEAD QUARTER,66, POWERGRID NARI RING ROAD, SAMPRITI NAGAR MAGPUR,440026,IN

GSTIN:27AAACP0252G1ZT Tax hyoice for TELECOM SERVICES PAN:AAACP0252G

ginal For Recipient

CP : 15703

tomer ID : 0002131676

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al No: : 0993067668 Invoice No

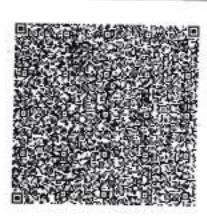
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Invoice Date : 01.04.2022

Due Date

: 16.04.2022

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Registerad Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016



पासर बिड कॉर्पारेशन ऑफ इंडिया लिजिटेड

(भागत सरकार का काम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



Power Grid Corporation of India Limited

REGIONAL HEAD QUARTER, 86, POWERGRID, NARI RING ROAD, SAMPRITI NAGAR, NAGPUR, 440026, IN

GSTIN:27AAACP0252G1ZT Tax invoice for TELECOM SERVICES PAN:AAACP0252G

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DIGI HILLS, TAL HAVELI, PUNE, ARMY INSTITUTE OF

TECHNOLOGYPUNE, MAHARASHTRA, .. PUNE, 411015, IN

Original For Recipient

PORIL CP

15703

Customer ID 0002131676 Type of

ISP

0993065069

Invoice No

El2710210203

Invoice Date

01.01.2022

Due Date

16.01.2022

Bill to

IRN

Serial No:

Name

Army Institute of Technology

PAN

Address

AAECA9497L

Name

Army Institute of Technology

Address

State/Union Territory

State/Union Temtory Code

Place of Supply

DIGI HILLS, TAL HAVELI, PUNE, ARMY INSTITUTE OF TECHNOLOGYPUNE, MAHARASHTRA, ,PUNE,411015.

Maharashtra

0002131676

Customar PO Number

AIT/SD/0810/52/2020-21/PROJ

Customer Code

27

Customer PO Date

28.07.2021 951089.00

Customer GSTIN/UIN

27AAECA9497L12W

PO Value Link From:

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133	service						Flate	Amount	Rate	Amount	Rase	Amount
1	INTERNET BANDWIDTH CHARGES	998422	2,37,772.00	1	1 12 II	2,37,772.00	9.00	21,389.00	9.00	21,399.00	0.00	0.00
	Total		2,37,772.00			2.37,772.00	0.00	21,399.00	0.00	21,399.00	0.00	0.00

I Invade value(In Wordstand GST) Rupees Two Lakh Eighty Thousand Five Hundred Seventy Only

usT Amount(in Figures)

GST amount(in Words) Rupees Forty Two Thousand Seven Hundred Ninety Eight Only

Whether reverse Charge applicable

Bank details for payment.

Power Grid Corporation of India Limited

For & on behalf of Power Grid Corporation of India Limited

IFSC Code

E & OE

ICICODDO186

Signature & Stamp

Name of the Bank & Branch

ICICI Bank Limited, DLF Phase I, Gurgeon Branch

Account Number

POWERG2131676

Account Name

Current Account

SUDHANSHU SRIVASTAVA This document is digitally signed New Delhi 05.01.2022 11:15

Declaration

Certified that the particulars given above are true and correct.

Remarks

1. Payment to be made before the due date in the form of Demand Craft Payable at Dehi in favour of M/s. Power Grid Corporation of India. Limited. Attematively, Payment can be made. through NEFT/RTGS as per details above.

2 Delay in payment shall be liable to attract an interest @10% par annum or any other agreed rate. The same shall accrue from due date until such amount is paid in full. The amount of interest shall be addressed in the subsequent bits.

Payment details of this bit along with deductions, if any, must be intimated through email address telecom-marketing@powergrid.co.in.

POWERGRID



POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterarise)

Power Grid Corporation of India Limited

SIONAL HEAD QUARTER,66, POWERGRID, NARI RING ROAD, SAMPRITI NAGAR, NAGPUR,440026, IN

GSTIN:27AAACP0252G1ZT Tax Invoice for TELECOM SERVICES PANIAAACP0252G

al For Recipient

of

to No:

CP : 15703 mer ID : 0002131676

HSP

0993065069

Invoice No

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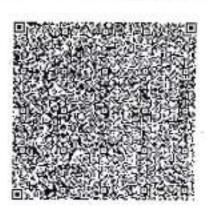
Invoice Date

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Due Date

16.01.2022

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Registered Office:B-9, Outab Institutional Area, Katwaria Saral, New Delhi-110016

पावर किंद्र कारपीरशंज ऑफ इंडिया लिमिटेड

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Power Grid Corporation of India Limited

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GSTIN: 27AAACP0252G1ZT Tax Invoice for TELECOM SERVICES PAN AAACP0252G

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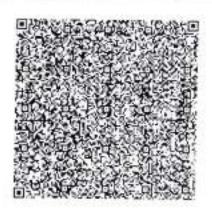
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Army Institute of Technology

Place of Supply

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Army institute of Technology

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DIGITALLIS, TAL HAVELI, PUNE, ARMY INSTITUTE OF

TECHNOLOGYPUNE MAHARASHTRA. PUNE 411015/N

MAHARASHTRA

Address-

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MAHARASHTRA

Customer PO Number

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For 8 on behalf of Power Lind Corporation of trida Limited

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Power Grid Corporation of India Limited

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Declaration

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Depth or possional attacking protecting covering and the percentage of the same above the time that date with such a more answer for amount thrus, shall be additioned in the subsequent bits. Planners details of this bit along with peductions. If any, must be intrinsed through email actions deposit and including control.

Registered Office B.9. Quisib institutional Area, Katwaria Sarai, New Debi 110016