

தமிழ்நாடு तमिलनाडु TAMILNADU 21-09-2013 SKYLINK FIBERNET PRIVATE LIMITED

GIMBATORE

To

The Registrar
Avinashilingam Institute for Home Science and
Higher Education for women
Coimbatore
Tamilnadu.

Dear Madam,

Sub: Supply and Installation of 400 Mbps Dedicated Symmetric Internet Bandwidth (1:1)

This is an Agreement which is signed between the customer M/S Avinashilingam Institute for Home Science and Higher Education for Women, Coimbatore and Internet Service Provider M/s Skylink Fibernet Private Limited, towards providing the following Internet services

"STAMP VENDOR"

COIMBATORE 341 018. L.No:7333/81/978-3

For Skylink Fibernet Private Limited

Authorised Signatory

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DE 156998

Registrar

Avinashilingam Institute for Home Science and Higher Education for Women (Deemed to be University) Estd. u/s 3 of UGC Act 1956) Coimbatore - 641 043, Tamil Nadu, India

Bandwidth

400 Mbps Dedicated Symmetric Internet Bandwidth (1:1)

Name of the Institutions

Avinashilingam Institute for Home Science and Higher Education for Women, Coimbatore-641043 Campus I Coimbatore -641 043

Thanking you and assuring you of our best services always.

Yours faithfully,

For M/s. Skylink Fibernet Private Limited.

Skylink Fibernet Private Limited B6, II Floor, Vue Grand, Siddhapudur, Coimbatore - 641044

a. TARIFF CHARGES FOR INTERNET ACCESS

1. RECURRING CHARGES

S.No	Particulars	Amt in Rs. (inclusive of Taxes)
1	Annual Recurring Charges Supply and Installation of 400 Mbps Dedicated symmetric Internet Bandwidth (1:1)	6,51,360/-

(Rupees Six lakhs fifty one thousand three hundred and sixty only)

2. KEY TERMS AND CONDITIONS

The following terms shall apply, in addition to the terms and conditions as per Skylink Fibernet Private Limited standard contract. In the event of any conflict between the two, the terms and conditions contained herein shall prevail.

2.1 Permitted Application:

The customer shall use the connectivity for data applications only.

Registrar

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For Skylink Fibernet Private Limited

2.1 Permitted Application:

The customer shall use the connectivity for data applications only.

2.2 Provision of Services:

Services mentioned above would be provided by Skylink Fibernet Private Limited Customer shall enter into contractual arrangements with Skylink Fibernet Private Limited, in respect of the same. The connectivity would be provided through Fibre Optic Cable.

- If found to be not satisfactory the university is entitled to cancel the same at any point of time with one month Prior Notice
- The response time to attend to any complaint upon receipt of the complaint/information from the user should not be more than 04 hours.
- Immediate response should be maintained through Mobile/Mail communication
- ISP should provide 99% uptime promising
- ISP should provide scalability
- ISP should provide 24x7 Customer Support
- ISP should provide Connectivity up to the end-point at the Main Campus, Avinashilingam

 Institute for Home Science and Higher Education for Women, Coimbatore-641043
- ISP should provide proper maintenance of Bandwidth connectivity and also the equipment
- Internet Bandwidth- Number IP Required: [Standard as per IP scheme of TDN 16 IPs]

2.3 Taxes & Duties:

The above charges are inclusive of all Taxes, Govt. levies and Duties.

2.4 Period of contract:

The tariff provided is applicable for a minimum contract period of 36 months (Jan 2024-Dec 2026) from the date of signing of the Agreement

The contract period for providing the Internet Leased Line Connectivity to Institute would be initially for one year and on the condition of satisfied service, will be further extended for 2 years, based on the requirement of the Institute on yearly basis, unless it will stand cancelled on expiry of contract or on written notice within 30 days.

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For Skylink Fibernet Private Limited

Authorised Signatory

Registrar

Avinashilingam Institute for Home Science and Higher Education for Women (Deemed to be University) Estd. u/s 3 of UGC Act 1956)

Estd. u/s 3 of UGC Act 1956) Coimbatore - 641 043. Tamil Nadu, India The agreed price would be applicable throughout the contract period. No hike in price would be admissible. However, if the prices are reduced on any account, benefit of the same should be passed on to Institute.

Commencement of Contract: The Service Provider shall commence the work from the date of receipt of acceptance of work order which shall be accepted by the Service Provider not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier.

2.5 **Penalty for Downtime:**

If the services remain down for any reason for more than 3 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.

However, If the services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such week up to two weeks after which the security deposit will be invoked and the Avinashilingam Institute for Home Science and Higher Education for Women will have right to cancel the order and go for any other ISP

2.6 Payment Terms:

- Recurring Charges: Recurring charges shall be payable Monthly in advance on submission of monthly connectivity report at the end of the quarter (previous three months), For this the Service Provider will raise the bill at least two weeks in advance before the end of each month
- Such charges would not be refunded in case of early termination of contract

Payment shall be made in favour of "Skylink Fibernet Private Limited."

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Avinashilingam Institute for Home Science and Higher Education for Women

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(Deemed to be University)

Estd. u/s 3 of UGC Act 1956) Coimbatore - 641 043. Tamil Nadu, India

2.7 Termination:

The Router/Modem/any other Equipment provided will remain the property of Skylink Fibernet Private Limited Digital Networks& will be taken back on the termination/surrender of the given link. (If H/W is included)

2.8 Customer Responsibility:

Customer would have to provide Telco grade conditioned space including necessary lockable space, power, earthing, air-conditioning, etc. at all the above locations for housing electronics. Customer shall grant, through a suitable right-of-way, permission to Skylink Fibernet Private Limited for the installation of equipment in Customer's premises, including roof top space necessary for the provision of Services. Customer shall allow access at all reasonable times to employees / authorized representatives of Skylink Fibernet Private Limited. / its affiliates in the execution of their duty for the purpose of installation, configuration, maintenance, inspection or recovering such equipment. Other responsibilities of Customer shall be as per provisions normal for this kind of contract. Skylink Fibernet Private Limited. shall not be responsible for delay in commissioning of services on account of Customer's failure to provide appropriate infrastructure at all their site.

2.9 Ownership of Property:

All rights including ownership rights to the property of Skylink Fibernet Private Limited placed at the premises of Customer shall vest in Skylink Fibernet Private Limited. Skylink Fibernet Private Limited shall be entitled to deal with the property in any manner whatsoever without the consent of Customer.

2.10 Force Majeure:

Delivery commitments and provision of services as indicated in this Proposal shall be subjected to Force Majeure.

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For Skylink Fibernet Private Limited

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Registrar

Avinashilingam Institute for Home Science and Higher Education for Women (Deemed to be University) Estd. u/s 3 of UGC Act 1956)

Estd. u/s 3 of UGC Act 1930) Coimbatore - 641 043. Tamil Nadu, India

2.11 Illegal Use:

All services outlined herein are subject to applicable law and existing and future legal obligations, including but not limited to, the Indian Telegraph Act, 1885, the Wireless Telegraphy Act, 1933, the Telecom Regulatory Authority of India Act, 2000 and regulations formulated therein, the Information Technology Act and Rules, 2000, including any statutory amendments thereof, and the terms and conditions of all license agreements entered into between Skylink Fibernet Private Limited and the Department of Telecommunications (DoT), Government of India (GoI). The service is provided for the use by Customer only and may not be resold / transferred/ leased / assigned to a third party. The service shall not be connected to the PSTN unless Customer has been expressly permitted by DoT to do so. Customer agrees that the service will be used purely for private/permitted application. It will not be used to carry any communication that is not permitted by DoT and/or Skylink Fibernet Private Limited.

2.12 Regulatory Approvals:

Actual provision of service and tariffs as indicated in this proposal shall be subject to Skylink Fibernet Private Limited obtaining requisite regulatory and tariff approvals.

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For Skylink Fibernet Private Limited

Authorised Signatory

Registrar

Avinashilingam Institute for Home Science and Higher Education for Women

(Deemed to be University)
Estd. u/s 3 of UGC Act 1956)
Coimbatore - 641 043. Tamil Nadu, India

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