GOVERNMENT DENTAL COLLEGE AND HOSPITAL,AHMEDABAD.

Available bandwidth of internet connection in the institution

In this we have attached proof report which is provided by National Informatics Centre (NIC), Department of Information Technology, Ministry of Communication and Information Technology, Government of India which is the Project Execution Agency (PEA) for coordinating the implementation of **National Knowledge Network,** this **NKN** provides internet connection to the institute with 1 gbps bandwidth.

Attachments:

1. EMAIL PROVIDE BY NKN FOR NAAC PURPOSE
2. RENEWAL ORDER OF MOU WITH NKN
3. MOU WITH NKN
4. DETAILED REPORT(EVIDENCE) OF PROVIDED BANDWIDTH

Dean,

Government Dental College and Hospital,

Ahmedabad

Gmail gdch ahmd <gdchahmd@gmail.com>

Certificate for GDCH

Sudhir Barwal <barwals@nic.in> Sat, Aug 6, 2022 at 5:21 PM
Reply-To: Sudhir Barwal <barwals@gov.in>
To: gdchahmd@gmail.com
Cc: Support Gujarat NIC <support.guj@nic.in>

TO WHOMSOEVER IT MAY CONCERN

This is to certify that national Informatics Centre (NIC), Department of Information Technology, Ministry of Communication and Information Technology, Government of India which is the Project Execution Agency (PEA) for coordinating the implementation of national Knowledge Network (NKN) is providing the internet services to Government Dental College and Hospital, Ahmedabad as per the terms and conditions and agreement made between NKN and Govt. Dental College and Hospital, Ahmedabad by MOU dated 22nd Feb 2013.

As per the clause no.5 mentioned in MoU, the link provided by the NKN project is free of charge. However, in due course if the Government decides to charge an amount, then the applicable charges and terms and conditions shall be communicated. Further bandwidth of the internet connection is up to 1Gbps.

धन्यवाद।

सुधीर बारवाल / *Sudhir Barwal*

वैज्ञानिक-एफ / Scientist-F
राष्ट्रीय सूचना विज्ञान केंद्र / National Informatics Centre
भारत सरकार / Govt. of India
गांधीनगर / Gandhinagar
गुजरात / Gujarat

DEAN
Govt. Dental College & Hospital
Ahmedabad

From: gdchahmd@gmail.com
To: "Sudhir Barwal" <barwals@nic.in>

I/0708

Govt. Dental College & Hospital
સરકારી દંતમહાવિદ્યાલય અને રૂગ્ણાલય
Civil Hospital Campus, Asarwa, Ahmedabad-380016, Gujarat, India
સિવિલ હોસ્પિટલ કેમ્પસ, અસારવા, અમદાવાદ -૩૮૦૦૧૬, ગુજરાત

Date: 28/01/2021

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING UNDERNKN

This document constitutes an Addendum to the MOU /Agreement between National Knowledge Network and **Government Dental College and Hospital, Ahmedabad.**

WHEREAS, the NKN and the **Government Dental College and Hospital, Ahmedabad** (hereinafter referred to as "parties") entered into a Memorandum of Understanding for Services on National Knowledge Network(hereinafter referred to as MOU) valid till 31st Dec 2019.

WHEREAS, this Memorandum of Understanding remains in full force and effect, and WHEREAS, the said parties now have agreed to make an addendum to the MOU for Services on National Knowledge Network. NOW, THEREFORE, the parties hereto agree as follows:

For the purpose of mutual benefits of the Parties, Para No. 2 "Terms of the Agreement" of the MOU is amended and will read as follows:

- The term of this agreement has been extended till extended period of current phase of NKN
- Remaining Terms and Conditions of the agreement would remain same

The undersigned duly authorized thereto by their respective parties have signed this addendum to MOU.

Project Director on behalf of the National Knowledge Network

R.S. Mani
Project Director NKN

Authorized signatory on behalf of the Institute

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Ahmedabad

Memorandum of Understanding (MoU)

between

National Knowledge Network (NKN)

And

Government Dental College & Hospital

Ahmedabad

National 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

Govt Dental College & Hospital, Ahmedabad hereinafter referred to as **'User'** with office at _____.

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:

1. 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

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"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.
c) 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)*

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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 one technical personnel to be the single point of contact 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:

i. Collecting and maintaining contact details of NKN Nodal officer assigned to User;

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ii. Maintaining the escalation procedure/process and contact information for contacting the next level officer of PEA, dealing with the User Account.

g) **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:

i. Provide contact details of the Nodal Officer to the NKN User.

ii. 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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b) 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:

a) 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;

c) 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 spoiling 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;

b) 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

c) 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

b) 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;
b) 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:	To User 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	GOVERNMENT DENTAL COLLEGE & HOSPITAL, AHMEDABAD.

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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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 behalf of:		
Details	**National Informatics Centre (NIC), DIT, MOC&IT,** Block-A, CGO Complex, Lodi Road, New Delhi-110003	User GOVERNMENT DENTAL COLLEGE & HOSPITAL, AHMEDABAD.
Signature:		
Name:		DR JURMI . D. KOTHARI .
Designation:		TUTOR (NODAL OFFICER).
Date:		22/02/13 .
Place:		AHMEDABAD .
In the Presence of:		
Signature:		
Name:	Rajesh Gupta	Dr. Swati Goyal
Designation:		Assistant Professor (Pedodontia)
Date:		22-2-13
Place:		Ahmedabad
Signature:		
Name:		Dr. Zankhana J. Shah
Designation:		Tutor
Date:		22/2/13
Place:		Ahmedabad

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Exhibit A: USER'S MAINTENANCE RELATED RESPONSIBILITY

1. 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".**
   i. 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 twenty-four (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.
   ii. 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:

i. 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
iv. Level 4: National Head Office, National Knowledge Network

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Exhibit B: CHANGE CONTROL

1. 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

   b) any other comments (including details of consequential amendments required to this Agreement).

3. A Change Control Notice signed by both Parties shall constitute an amendment to this Agreement.

CHANGE CONTROL NOTICE

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:

NKN Authority:

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	JUNIPER M720	1	ZC1403	
2				
3				
4				
5				
6				
7				
8				
9				

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

Sr. No.	Name of Individual	Telephone Number	Fax Number	E-Mail Address
1	DR JURMI KOTHARI	09327021436	–	drjurmikothari@gmail.com
2	Ghetan Patel	9979915590	–	smn.Dentalcollege@gmail.com
3	Dr. Piyush Limdiwala	9913384444		drpiyushlimdiwala@gmail.com.
4				
5				
6				
7				
8				
9				

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Port 1: 1GigE Layer 2 Traffic Term Test Report

Generated by JDSU 5800 MSAM

General Info: Device Under Test	
Owner	NIC Gandhinagar – GDC Ahmedabad
Device Under Test	---
Software Revision	---
Serial Number	---
Comment	1G Testing done successfully

General Info: Tester Comments	
Test Results	---
Tester	---

General Info: Test Instrument	
Model	JDSU 5800
SW Revision	5.0
BERT Serial Number	XMBT0104630093

Results: Summary / Status	
Summary	ALL SUMMARY RESULTS OK

Results: Summary / SLA / KPI	
Rx Mbps, L1	1,000.00
Tx Mbps, L1	999.93
Rx Mbps, L2	997.83
Tx Mbps, L2	997.76

Results: Summary / Time	
Current Date	30/07/2021
Current Time	12:30:00 PM
Test Elapsed Time	30m:00s
Test Time Remaining	0s

Sr. Engineer
10.08.2021

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Ahmedabad

Port 1: 1GigE Layer 2 Traffic Term Test Report

Results: Interface / Signal	
Signal Losses	0
Signal Loss Seconds	0
Sync Loss Seconds	0
Link Loss Seconds	0
Optical Rx Overload	OFF
Optical Rx Level (dBm)	-6.6
Rx Frequency (Hz)	1,249,973,806
Rx Freq Deviation (ppm)	-21.0
Rx Freq Max Deviation (ppm)	-21.0
Tx Clock Source	Internal
Tx Frequency (Hz)	1,250,000,000
Tx Freq Deviation (ppm)	0.0
Tx Freq Max Deviation (ppm)	0.0

Results: Ethernet / L2 Link Stats	
Total Util %, Average	99.996
Total Util %, Current	100.000
Total Util %, Minimum	99.978
Total Util %, Peak	100.000
Current Util %, Unicast	100.000
Current Util %, Multicast	0.000
Current Util %, Broadcast	0.000
Rx Pause Length (ms), Current	Unavailable
Rx Pause Length (ms), Minimum	Unavailable
Rx Pause Length (ms), Maximum	Unavailable
Frame Rate, Average	13,533.46
Frame Rate, Current	13,534
Frame Rate, Minimum	13,531
Frame Rate, Peak	13,534
Frame Size, Average	9,216

Sr. Mgr (AM)
10.08.2022

Port 1: 1GigE Layer 2 Traffic Term Test Report

Frame Size, Minimum	9,216
Frame Size, Maximum	9,216
Rx Mbps, Cur L1	1,000.00
Rx Mbps, Cur L2	997.83
Tx Mbps, Cur L1	999.93
Tx Mbps, Cur L2	997.76
VLAN ID	Unavailable
VLAN User Priority	Unavailable
SVLAN ID	Unavailable
SVLAN User Pri	Unavailable
SVLAN Frame DEI	Unavailable
SVLAN1 ID, PRI, DEI	Unavailable
Preceding SVLANs, SVLAN2 ID	Unavailable
Preceding SVLANs, SVLAN2 User Priority	Unavailable
Preceding SVLANs, SVLAN2 Frame DEI	Unavailable
Preceding SVLANs, SVLAN2 ID, PRI, DEI	Unavailable
Preceding SVLANs, SVLAN3 ID	Unavailable
Preceding SVLANs, SVLAN3 User Priority	Unavailable
Preceding SVLANs, SVLAN3 Frame DEI	Unavailable
Preceding SVLANs, SVLAN3 ID, PRI, DEI	Unavailable
Preceding SVLANs, SVLAN4 ID	Unavailable
Preceding SVLANs, SVLAN4 User Priority	Unavailable
Preceding SVLANs, SVLAN4 Frame DEI	Unavailable
Preceding SVLANs, SVLAN4 ID, PRI, DEI	Unavailable
Preceding SVLANs, SVLAN5 ID	Unavailable
Preceding SVLANs, SVLAN5 User Priority	Unavailable
Preceding SVLANs, SVLAN5 Frame DEI	Unavailable
Preceding SVLANs, SVLAN5 ID, PRI, DEI	Unavailable
Preceding SVLANs, SVLAN6 ID	Unavailable
Preceding SVLANs, SVLAN6 User Priority	Unavailable

10.08.2022

Preceding SVLANs, SVLAN6 Frame DEI	Unavailable
Preceding SVLANs, SVLAN6 ID, PRI, DEI	Unavailable
Preceding SVLANs, SVLAN7 ID	Unavailable
Preceding SVLANs, SVLAN7 User Priority	Unavailable
Preceding SVLANs, SVLAN7 Frame DEI	Unavailable
Preceding SVLANs, SVLAN7 ID, PRI, DEI	Unavailable
Svc Disruption (us)	> 60,000,000

Results: Ethernet / L2 Link Counts	
Received Frames	24,360,220
Transmitted Frames	24,360,219
Pause Frames	0
Rx VLAN Frames	0
Rx Q-in-Q Frames	0
Rx-Stacked VLAN Frames	0
Unicast Frames	24,360,220
Multicast Frames	0
Broadcast Frames	0
Rx Frame Bytes	224,503,787,520
Tx Frame Bytes	224,503,778,304
Span Tree Frames	0
64 Byte Frames	0
65-127 Byte Frames	0
128-255 Byte Frames	0
256-511 Byte Frames	0
512-1023 Byte Frames	0
1024-<Jumbo Frames	0
Jumbo Frames	24,360,220

Results: Ethernet / L2 Filter Stats	
Total Util %, Average	99.996

Sr. Mgr (ATD)
10.02.2022

Total Util %, Current	100.000
Total Util %, Minimum	99.978
Total Util %, Peak	100.000
Frame Rate, Average	13,533.46
Frame Rate, Current	13,534
Frame Rate, Minimum	13,531
Frame Rate, Peak	13,534
Frame Size, Average	9,216
Frame Size, Minimum	9,216
Frame Size, Maximum	9,216
Rx Mbps, Cur L1	1,000.00
Rx Mbps, Cur L2	997.83
VLAN ID	Unavailable
VLAN User Priority	Unavailable
SVLAN1 ID	Unavailable
SVLAN1 User Priority	Unavailable
SVLAN1 Frame DEI	Unavailable
SVLAN1 ID, PRI, DEI	Unavailable
SVLAN2 ID	Unavailable
SVLAN2 User Priority	Unavailable
SVLAN2 Frame DEI	Unavailable
SVLAN2 ID, PRI, DEI	Unavailable
SVLAN3 ID	Unavailable
SVLAN3 User Priority	Unavailable
SVLAN3 Frame DEI	Unavailable
SVLAN3 ID, PRI, DEI	Unavailable
SVLAN4 ID	Unavailable
SVLAN4 User Priority	Unavailable
SVLAN4 Frame DEI	Unavailable
SVLAN4 ID, PRI, DEI	Unavailable

srmgs(AM)
10.08.2022

Port 1: 1GigE Layer 2 Traffic Term Test Report

SVLAN5 ID	Unavailable
SVLAN5 User Priority	Unavailable
SVLAN5 Frame DEI	Unavailable
SVLAN5 ID, PRI, DEI	Unavailable
SVLAN6 ID	Unavailable
SVLAN6 User Priority	Unavailable
SVLAN6 Frame DEI	Unavailable
SVLAN6 ID, PRI, DEI	Unavailable
SVLAN7 ID	Unavailable
SVLAN7 User Priority	Unavailable
SVLAN7 Frame DEI	Unavailable
SVLAN7 ID, PRI, DEI	Unavailable

Results: Ethernet / L2 Filter Counts	
Valid Rx Frames	24,360,220
Rx VLAN Frames	0
Rx Q-in-Q Frames	0
Rx Stacked VLAN Frames	0
Unicast Frames	24,360,220
Multicast Frames	0
Broadcast Frames	0
Span Tree Frames	0
Rx Frame Bytes	224,503,787,520
64 Byte Frames	0
65-127 Byte Frames	0
128-255 Byte Frames	0
256-511 Byte Frames	0
512-1023 Byte Frames	0
1024-<Jumbo Frames	0

Sr. Mgr/KM
10.08.2022

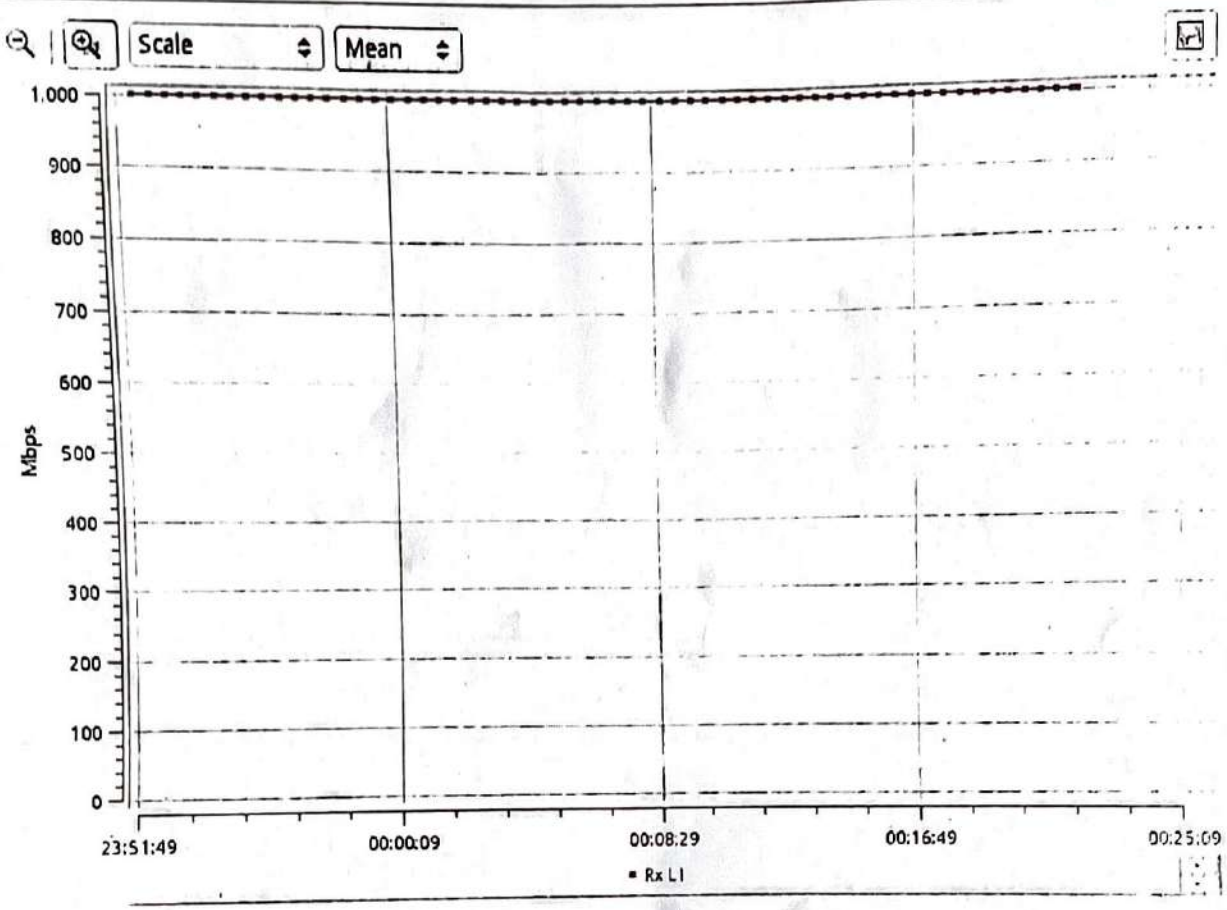
Results: Ethernet / BERT Stats	
Results	Unavailable

Results: Ethernet / Error Stats	
Symbol Errors	0
Code Violations	0
Code Violation Rate	0.00E+00
Code Violation Seconds	0
Undersized Frames	0
Runts	0
Jabbers	0
FCS Errored Frames	0
Errored Frames	0
Errored Second	0
Severely Errored Second	0
Unavailable Second	0
Errored Second Ratio	0.0000E+00
Severely Errored Second Ratio	0.0000E+00

Sr. Mgr/AM
10.08.2022

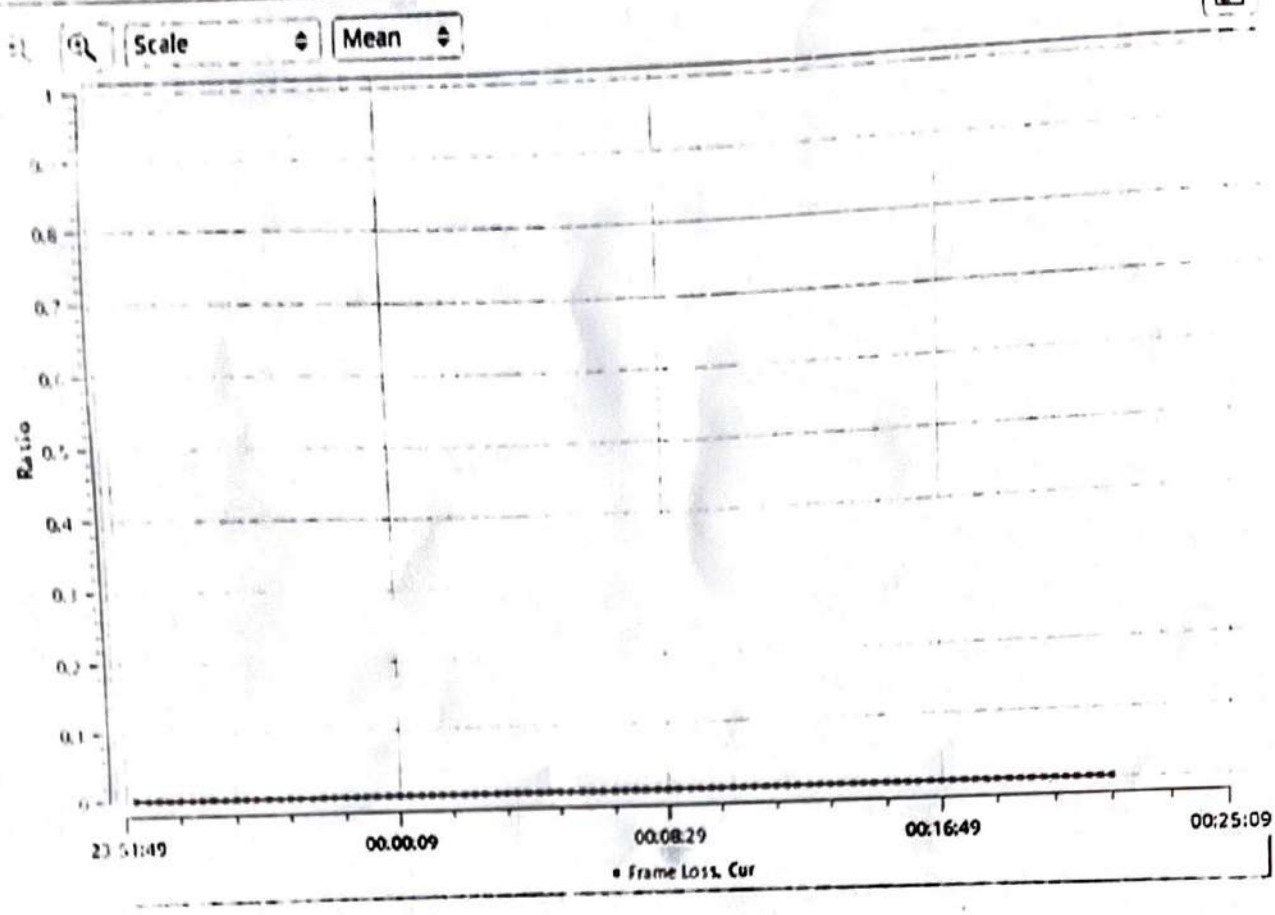
Port 1: 1GigE Layer 2 Traffic Term Test Report

Results: Graphs / Throughput



Sr. Mgr(AM)
10.08.2022

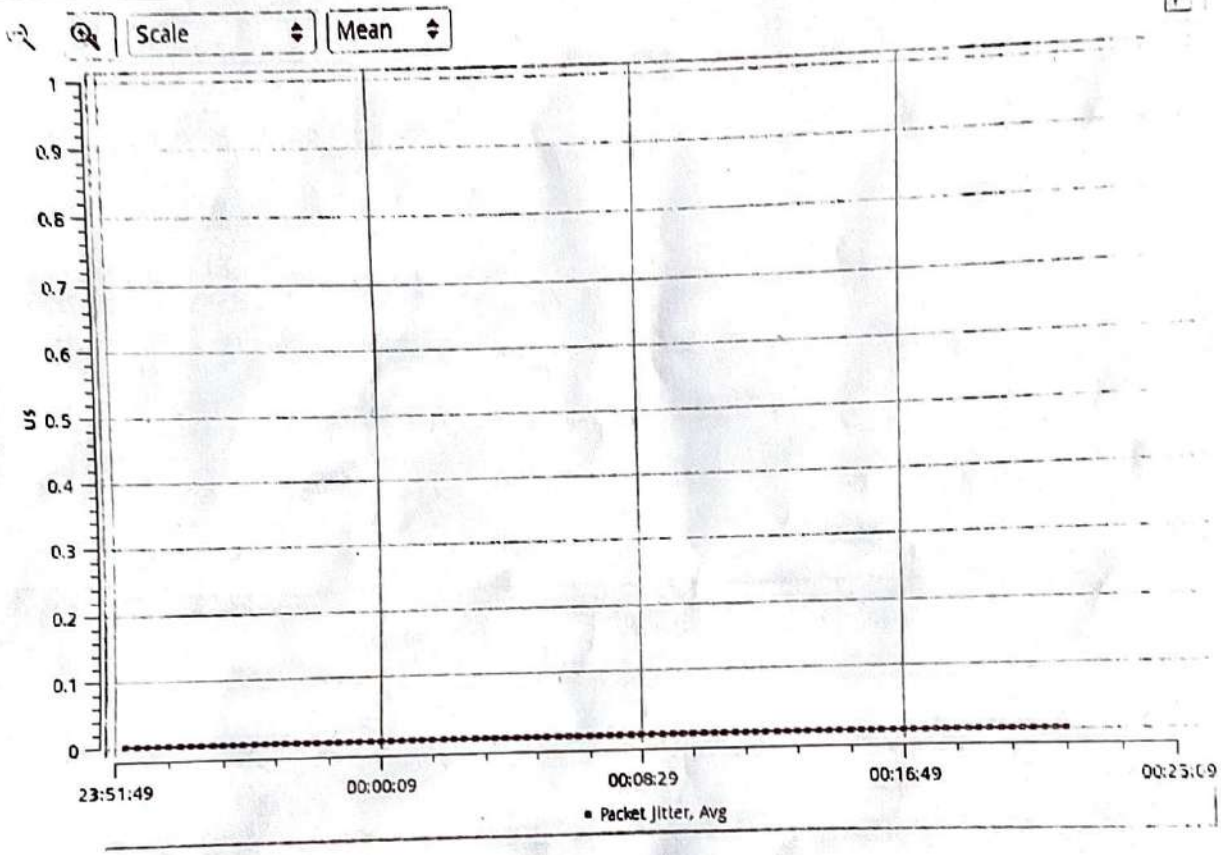
Results: Graphs / Frame Loss, Cur



10.08.2022

Port 1: 1GigE Layer 2 Traffic Term Test Report

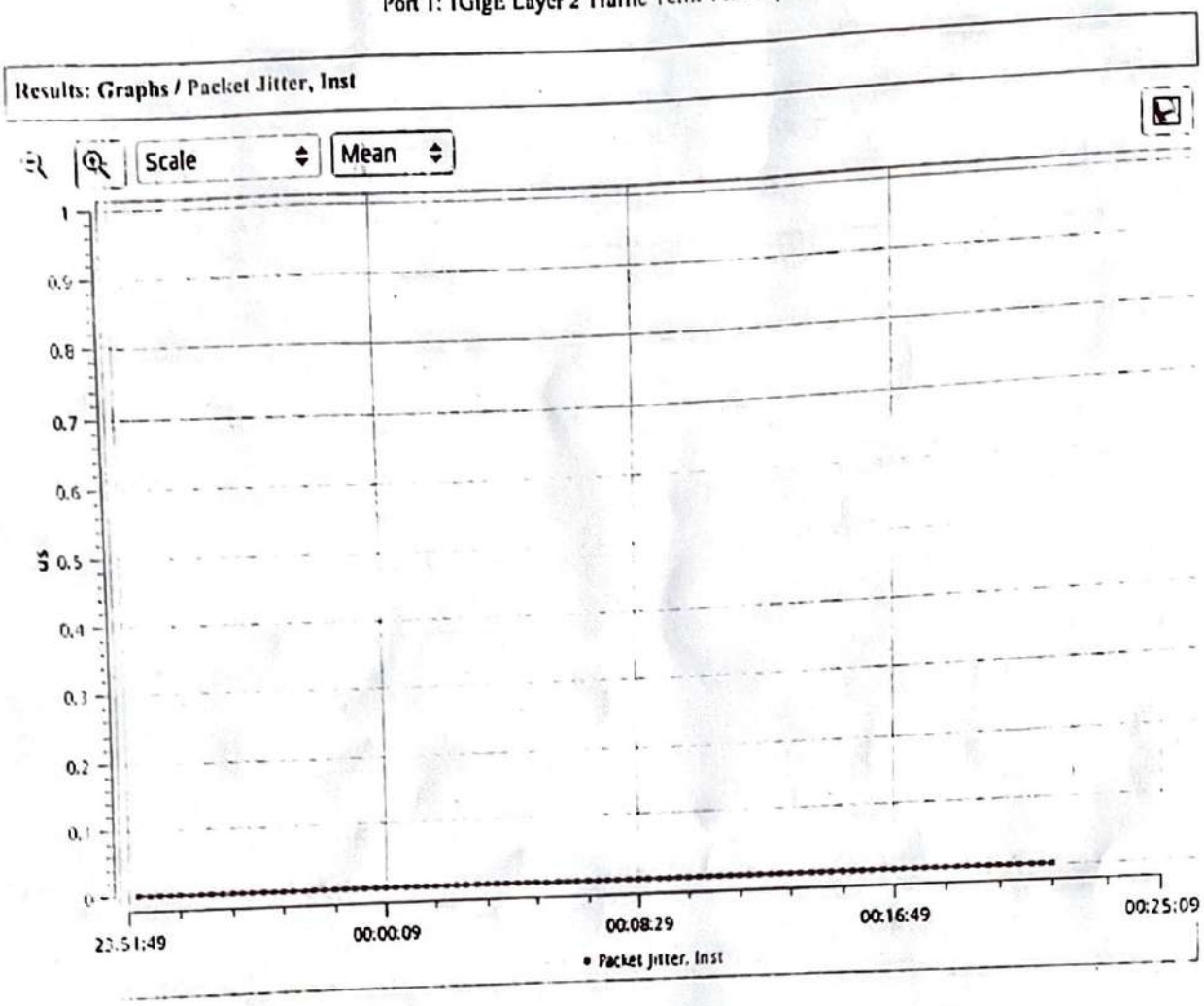
Results: Graphs / Packet Jitter, Avg



Sr. Mgr (AM)
10.08.2021

Port 1: 1GigE Layer 2 Traffic Term Test Report

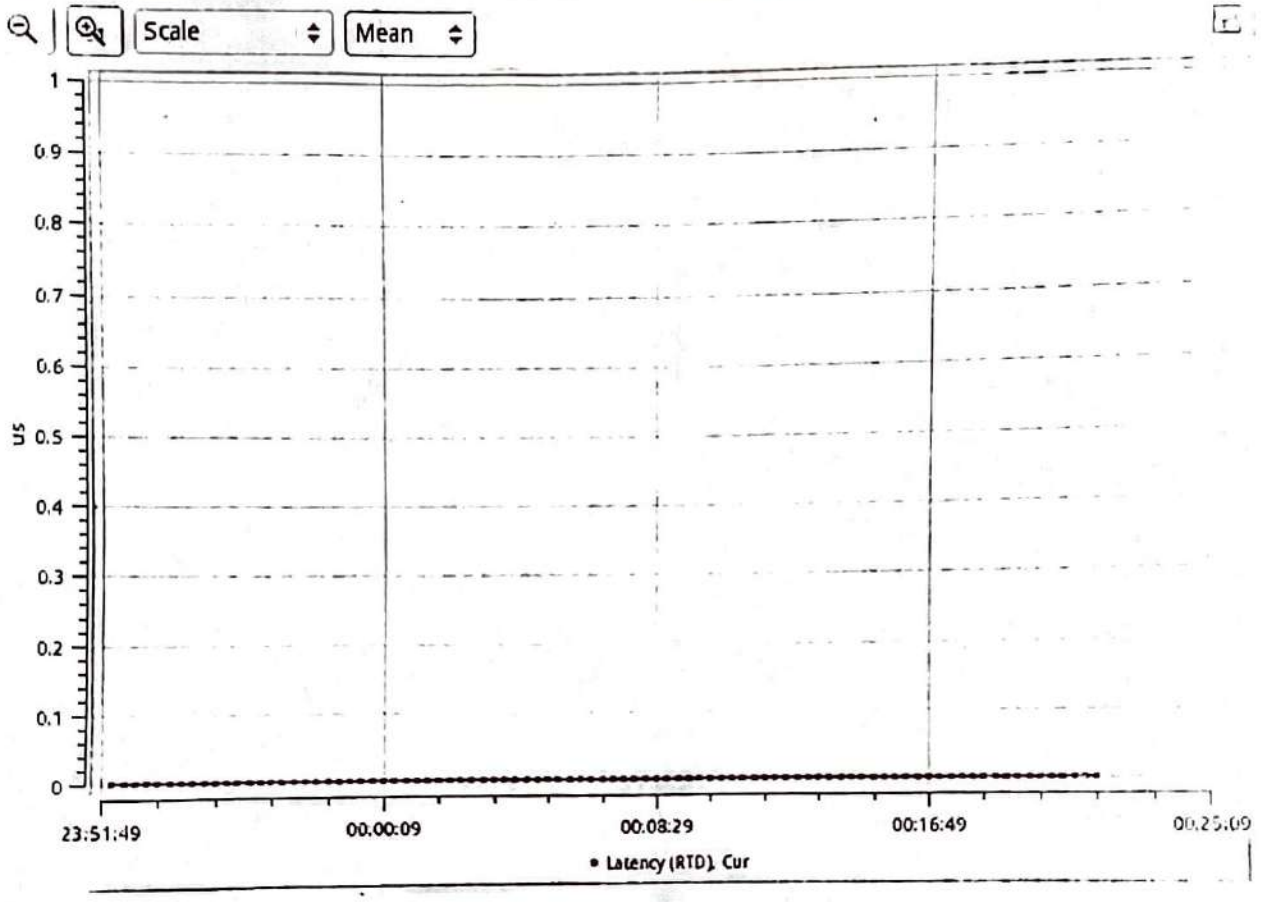
Results: Graphs / Packet Jitter, Inst



Sr. Mgr (AM)
10.08.2022

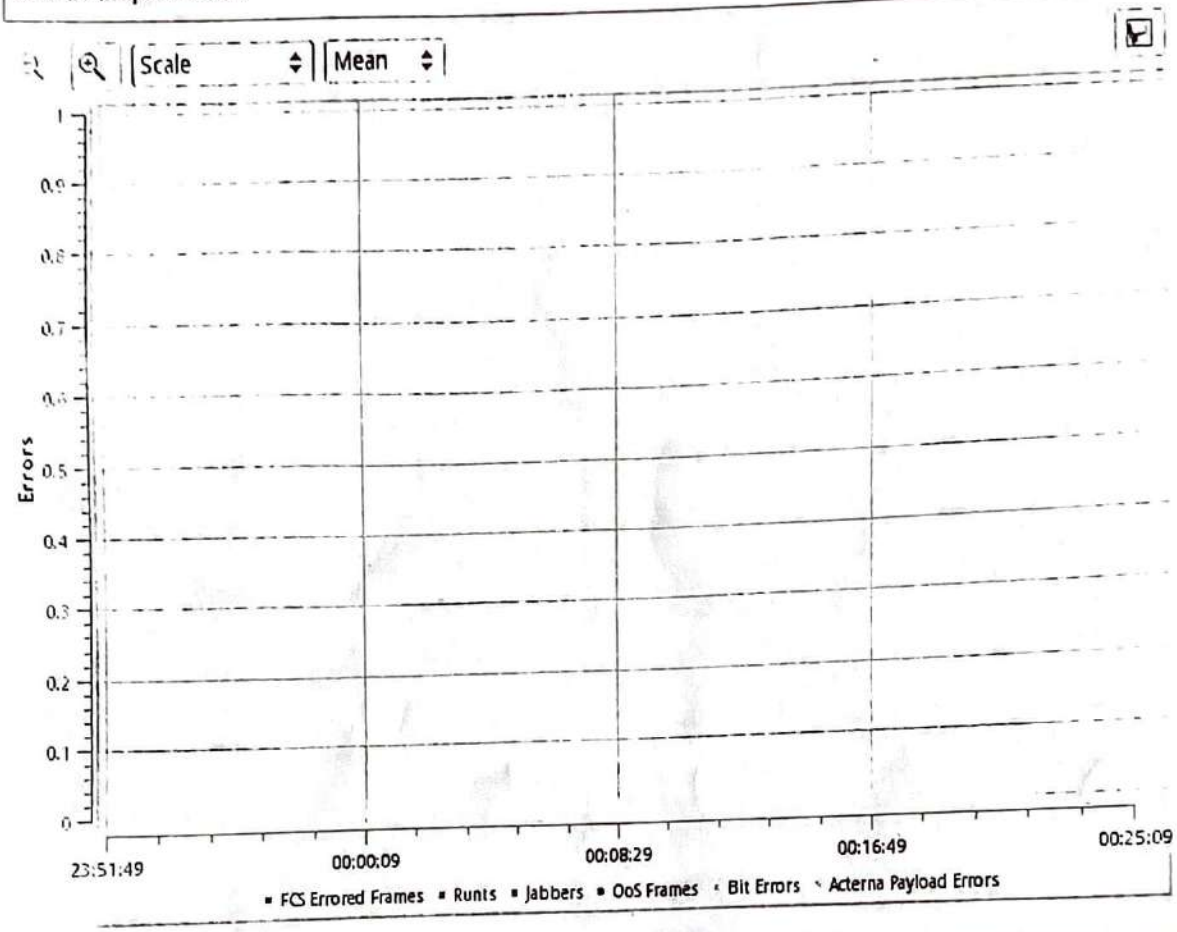
Port 1: 1GigE Layer 2 Traffic Term Test Report

Results: Graphs / Latency (RTD), Cur



Sr. Mgr/AM
10.08.2022

Results: Graphs / Errors



Results: Ethernet / AutoNeg Status	
Link Advt. Status	Done
Link Config ACK	Yes
Pause Capable	Neither
Flow Control	Off
FDX Capable	Yes
HDX Capable	No
Remote Fault	No

Results: LEDs / Ethernet	
Signal Present	ON
Sync Acquired	ON

Sr. Mgr/Ans
10.08.2021

Port 1: 1GigE Layer 2 Traffic Term Test Report

Link Active	ON
Frame Detect	ON
VLAN Frame Detect	OFF
SVLAN Frame Detect	OFF
Stacked VLAN Detect	OFF

Setup: Interface	
Connector/Wavelength	SFP
Clock Source	Internal
Internal - Frequency Offset (ppm)	0
Auto Negotiation	On
FDX Capable	Yes
HDX Capable	Yes
Pause Capable	Both Rx and Tx
Pause Length (Quanta)	1000
Pause Length (Time - ms)	0.512
Auto-start traffic when laser turned on	Yes
Unit Identifier	JDSU
Make this unit discoverable	OFF
Source IP	192.168.1.5
Default Gateway	192.168.1.10
Subnet Mask	255.255.255.0

Setup: Connector SFP1	
Wavelength (nm)	1310
Nominal Bit Rate (Mbits/sec)	2,500
Minimum Bit Rate (Mbits/sec)	----
Maximum Bit Rate (Mbits/sec)	----
Power Level Type	Average Power
Vendor	CISCO-FINISAR
Vendor PN	GOCS-1324-20M

10.08.2022

Port 1: 1GigE Layer 2 Traffic Term Test Report

Vendor Rev	1.0
Max Rx Level (dBm)	0
Max Tx Level (dBm)	3.00008
Diagnostic Monitoring	1
Diagnostic Byte	104
Transceiver	SONET/SDH OC48 IR-1

Setup: Ethernet	
Encapsulation	None
Test Mode	Traffic
Frame Type	DIX
Frame Size (Bytes)	Jumbo
Jumbo Frame Size	9216
Destination Type	Unicast
Loop Type	Broadcast
Destination MAC	00-80-16-00-00-00
Source MAC Type	Factory Default
Default MAC	00-80-16-8A-C5-A2
Auto-increment MAC	No
# MACs in Sequence	2
EtherType	0x700
Tx Payload	BERT
Tx BERT Pattern	Inv 2^23 - 1

Setup: Traffic	
Load Type	Constant
Load Unit	Bit Rate
Allow flooding	No
Bit Rate	Mbps
Load (Mbps)	1000
Layer	L1

Sr. Manager
10.08.2015

Port 1: 1GigE Layer 2 Traffic Term Test Report

Setup: Filters / Ethernet	
Encapsulation	Don't Care
Destination Type	Don't Care
Source MAC Type	Don't Care

Setup: Filters / Byte Pattern	
Use Byte Pattern as	Don't Care

Setup: Filters / Payload	
Payload Analysis	Off

Setup: Filters / TPID	
User Allowable SVLAN TPID (hex)	0x8100
User Allowable SVLAN TPID (hex)	0x8100
User Allowable SVLAN TPID (hex)	0x8100
User Allowable SVLAN TPID (hex)	0x8100
User Allowable SVLAN TPID (hex)	0x8100
User Allowable SVLAN TPID (hex)	0x8100
User Allowable SVLAN TPID (hex)	0x8100

Setup: Timed Test	
Test Type	Timed Test
Timed Test Duration	30m:00s

Setup: Toolbar / Service Disruption
No applicable setups...

Setup: Toolbar / Errors	
Error Type	Code
Insertion Style	Single

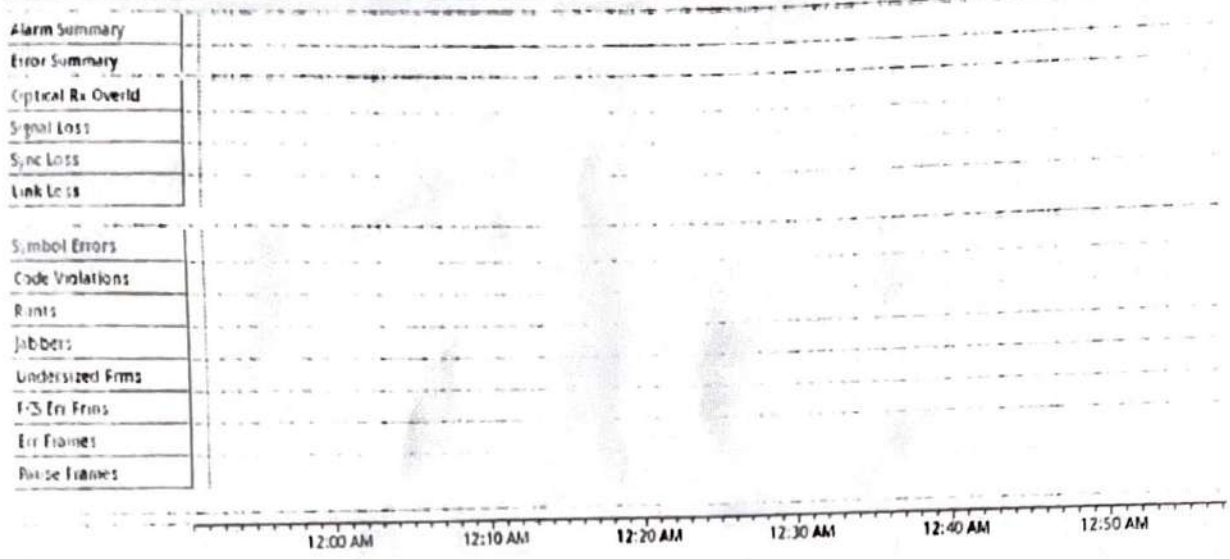
Log: Event Log					
No.	*Event*	*Date*	*Start Time*	*Stop Time*	*Dur./Val.*

Sr. Mg(AM)
10.08.2022

Port 1: 1GigE Layer 2 Traffic Term Test Report

1	START	12/20/2011	23:51:49.0	--	--
2	STOP	12/21/2011	00:21:49.0	--	--

Histogram



Sr. Mgr (Adm)
10.08.2012

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