



NATIONAL TESTING AGENCY

(An autonomous organization under the Department of Higher Education,
Ministry of Education, Government of India)

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NOTICE INVITING TENDER FOR SELECTION OF SYSTEM INTEGRATOR (SI) TO PROVIDE THE CONNECTIVITY OF THE INTERNET LEASE LINE

FOR NATIONAL TESTING AGENCY

No.B-B2/12/2023-Proc/4

New Delhi, Dated 06/02/2024

The National Testing Agency invites proposals for “Selection of System Integrator to provide Internet Lease line connectivity at NTA”.

The RFP document can be downloaded from the website <https://gem.gov.in/>

Response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications.



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Excellence in Assessment

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(An autonomous organization under the Department of Higher Education, Ministry of
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First Floor, NSIC-MDBP Building,
Okhla Phase-III, New Delhi-110020

Contact detail for Any Clarification: Ph:011-69095250
E-mail: procurement@nta.ac.in Website: www.nta.ac.in



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A. Tender Notice

1.	Tender Notice	Online Tender documents will be available on website: www.nta.ac.in and www.gem.gov.in	
2.	Tender Type	Online and Open	
3.	Schedule of Tender	Document Open for downloading date and time	As per GeM Bid Document
		Last date and time online bid submission	As per GeM Bid Document
		Date and time of online technical bid opening	As per GeM Bid Document
		Date and time of online price bid opening	As per GeM Guidelines
4.	Bid validity period	90 days from the date of opening of technical bid	
5.	Pre bid meeting	Not Applicable	
6.	Period of contract	One Years, further extendable by another two years (One Year at a time).	
7.	Cost of tender document	INR 1,000/- (Rupees One Thousand only) to be paid in the form of Demand Draft / NEFT / RTGS / Bank Guarantee drawn in favor of DG, NTA or remitted online to NTA bank account. No exemption allowed to any bidder.	
8.	Bank Account of NTA	The Account of NTA is in State Bank of India, D-211/1, Sector -61, Noida. The details are as under: Account No. 37714486224 IFSC Code SBIN0005222 MICR Code 110002422	
9.	EMD	<ul style="list-style-type: none">• INR 37,500/- (Rupees Thirty seven thousand and five hundred only) to be paid only in the form of Demand Draft / NEFT / RTGS / Bank Guarantee drawn in favor of DG, NTA or remitted online to NTA bank account.• The proof to be uploaded with the technical bid.• Bidder has to submit EMD to the NTA official in Hard copy, at least 48 working hours before the closing of Last date/time of Bid Submission. Receipt of successful submission of EMD has to be uploaded online with the technical bid. If not complied, bid will not be considered for opening and rejected out-rightly.• No exemption allowed to any bidder.• Bidder should be positive	
10.	Performance Bank Guarantee (PBG)	05 % of Contract Value of a Year.	



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11.	Note	If date of opening of tender mentioned here is declared as Bank Holiday / Public holiday, the tenders will be opened on the next working day following the holiday on same time as mentioned for due date of opening of tender mentioned here.
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B. Earnest Money Deposit

- i) E-tender must be accompanied by an Earnest Money of INR 37,500/- (Rupees Thirty seven thousand and five hundred only) to be paid only in the form of Demand Draft / NEFT / RTGS / Bank Guarantee drawn in favor of DG, NTA or remitted online to NTA bank account. Bidder has to submit EMD to the NTA official in Hard copy, at least 48 working hours before the closing of Last date/time of Bid Submission. Receipt of successful submission of EMD has to be uploaded online with the technical bid. If not complied, bid will not be considered for opening and rejected out-rightly.
- ii) E-tender not accompanied by earnest money as stated above shall be summarily rejected.
- iii) The Earnest Money shall be liable to forfeiture, if the tenderer, after submitting their Tender, resiles from or modifies his offer and/or the terms and conditions thereof in any manner. The Earnest Money is also liable to be forfeited in the event of the tenderer's failure, after the acceptance of his Tender, to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the NTA under the contract and law. The earnest money will be returned to all unsuccessful tenderers as soon as possible after decision on the Tenders and to a successful tenderer after he has furnished a security deposit, if the successful tenderer does not desire the same to be adjusted towards the security deposit.
- iv) No interest shall be payable on the amount of earnest money in any case.
- v) No exemption would be allowed to any Bidder on the context of submission of Tender Fee and Earnest Money Deposit.

C. TECHNICAL TERMS & CONDITIONS OF CONTRACT

1. Scope of work:

Providing of internet connectivity with Internet lease line (1:1) of designated bandwidth capacity to the Okhla, Delhi establishment of National Testing Agency

- Two (2) Internet Lease Line connections of Bandwidth Capacity **1 GBPS** each from two (2) different ISP(s) to "NTA, First Floor, NSIC-MDBP Building, Okhla Phase-III, New Delhi-110020"
 - Necessary equipment such as Switch, Router, and Load Balancer along with fail-over feature has to be installed.
 - As two internet lease line connections of bandwidth capacity 1GBPS each from two different ISPs are to be provided, two bidders L1 & L2 will be selected and L2 has to match the price of L1. If L2 doesn't not match L1, L3 will be given chance to match L1 and so on. One ISP can bid only for one 1GBPS lease line only.
- a) Internet lease line shall be of above-mentioned capacity dedicated symmetric bandwidth (1:1, uncompressed and unshared with last mile on fiber in ring topology).

This includes setting up of last mile connectivity preferably using OFC technology, supply



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& installation of necessary equipment (Switch, Router, and Load Balancer etc.), deployment on Ethernet port at existing local area network in server room of the NTA. The System Integrator, shall have to provide the router to NTA at above establishments for the contract period and the maintenance of the same shall be the responsibility of the System Integrator. Any complaint against the equipment's installed by the System Integrator shall be ruled under SLA defined as per clause no. 6 of technical Terms & Conditions under this NIT.

- b) 24x7 support shall be provided by System Integrator with single point of contact.
- c) The equipment owned by System Integrator and installed at NTA shall be regularly inspected and maintained by the System Integrator. In case, any equipment malfunctions, the System Integrator shall replace the equipment on urgent basis and shall strictly adhere to SLA.
- d) Pool of 8 Static Public IPs (IPV4) shall be provided.
- e) Pool of 16 Private IPs shall be provided.
- f) MRTG access for monitoring usage of the link.
- g) All the equipment installed at NTA, should have UPS installed to provide backup in case of Power outage. This will be ensured by the NTA.
- h) The link is to be made live in NTA Okhla Office within **40 Days from the date of Placement of Purchase order** by NTA. The bidder to ensure all the installation till above mentioned stipulated due date from the date of Placement of PO. In case, the time line is not complied by the System Integrator for any premises of NTA, the Liquidated Damages shall be deducted from the first month's payment @ INR 500/- (Rupees Five Hundred only) per day and maximum up to 5% of Annual Contract Value.
- i) ISPs approved by Govt. of India/TRAI are only allowed to bid.
- j) It shall be the responsibility of bidder to avoid cyber security attacks/ keep the network secure.

2. Contract Period:

Contract period shall be of 1 (One) years from date of activation of link. It shall be extended further on year on year basis for another 2 (two) Years on the basis of satisfactory services of the System Integrator and on same rates (quoted by the System Integrator at column B of Annexure-I/Price bid) and on same terms & conditions.

3. Service Reliability

- a) The System Integrator shall ensure that the usage rights of the capacity granted to NTA, Okhla office shall be available 99%
(Excluding 1.0% scheduled service maintenance) of time on annual basis with a bit error rate of 10^{-9} with exception for reasons attributable to NTA, Okhla office).
- b) System Integrator shall provide the downtime credits to the NTA, Okhla office for unavailability of services as per below mentioned calculations



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The Downtime shall be calculated on monthly basis as follows:

A = Cumulative Downtime in hours for the link in a month.

B = Downtime exempted in Hours (4 hours) for calculation of penalty.

C = Monthly Bandwidth Charges of the Link (Charges as quoted by System Integrator for
1st month)

Downtime for the link in Rs. = $\{(A-B) \times C\}/720$

4. Payment Terms

- a) Payments against the bills, for monthly services provided by System Integrator, will be made through e-payment system, by the Procurement Director, NTA, Okhla office on submission of separate bills, for ILL services, duly certified by Authorized Signatory of Bidder.

The requisite information/ details shall be furnished to enable E-Payments through RTGS. No advance payment shall be made by the NTA.

- b) The payment shall be made on monthly basis. System Integrator shall submit the Invoice to NTA office for ILL services at Okhla office all along with the undertaking certifying the adherence to SLA for that particular month. In addition, the System Integrator shall also submit the detailed reports of the incidents (Downtime) for that particular month.
- c) The rate quoted at Annexure-I shall be inclusive of all taxes. GST percent will be applicable as per Govt. of India norms only.

5. Performance Bank Guarantee:

The successful bidder shall have to submit a performance bank guarantee from nationalized bank or Scheduled bank but not from Co-operative banks, equivalent to 05% of the contract value of a year.

This will be submitted within two weeks of issue of award of contract and shall remain valid for a period of sixty days after the expiry of the contract period.

In the event of tenderers failure after the acceptance of his tender to furnish requisite PBG by the due date and not taking over the work, the EMD shall be forfeited. Besides the NTA may suspend

/ ban the trade relations with them or debar to participate in all future tender enquiries with NTA based on the merit of each case up to a period of five years without prejudice to any other rights and remedies of the NTA under the contract and law. The decision of the NTA in this matter shall be final and binding to the tenderer.

6. SLA

- a) Liquidated damage (For non-Performance) – During the SLA period the System Integrator shall ensure proper functioning of leased line for an uptime of 99% for protected service liquidated damages shall be levied as per agreed SLA if there is any non-performance. The same will be measured in a monthly basis. Availability of service shall be worked out monthly basis.



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b) The standard SLA to be offered:

Uptime	:	99% Monthly 24x7 basis
Link Latency	:	150ms
Packet Loss	:	1 Out of every million packets in 24 Hours.

c) Non-Performance Deduction (NPDs) for protected services: The NPD shall be calculated on monthly basis

Total Downtime (In Hours.)	Uptime or availability in a month	Deduction
Up to 4 Hours.	>=99%	0
Up to 11 Hours.	>=98.5%	0.5% of Monthly Rental Charges
Up to 18 Hours.	>=97.5%	1% of Monthly Rental Charges
Up to 26 Hours.	>=96.5%	1.5% of Monthly Rental Charges
Up to 33 Hours.	>=95.5%	2% of Monthly Rental Charges

d) If the circuit uptime for the month is below the uptime of 99% as guaranteed above, then a total of 4 Hours resolution time for month is allowed for the purpose of NPC calculation. Non- performance deduction at the rate of 0.5% of monthly rental charges for the circuit shall be deducted as per the details given above on prorata basis. For this purpose, the number of hours in the month is taken as 720 Hours.

7. Format of Price Bid shall be as per Annexure-I: Rates are to be quoted online

- All bidders shall submit mandatory credential documents in support of their eligibility as per Annexure-I of this NIT.
- Any bidders who does not submit any or all of credential documents as per Annexure 1 shall be considered disqualified for PART-2 and their bid shall be rejected.
- Price bids of only those bidders will be opened who meets minimum eligibility criteria as per this NIT. Refer Table 1 –Annexure1.
- L1 bidder shall be calculated for NTA Okhla office through LCBS selection criteria.
- There will be no price preference and no splitting of work. The ILL Service Contract pertaining to one establishment of NTA will be awarded to L1 bidder quoting the L1 rates for Okhla establishment.
- Above rate shall be inclusive of all taxes.
- The bidder shall ink sign or digitally sign on all pages of this NIT and upload the same along with all credential Documents. The Bidder shall fill the rate above in separate sheet /price bid as per Annexure-I. The credential document shall be uploaded on the websites by due dates as mentioned in Bid Tender published on GeM portal.
- Bidding mode is only online and No bid in physical form /paper form /hard copies etc. shall



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be entertained or accepted, except EMD and Tender fee submission proof.

- i) The tender response of bidder shall be summarily rejected if bidder is not accepting any terms & conditions of this NIT and strictly is not as per Annexure-I.
- j) Detail address of Site where ILL Services are required: NTA, First Floor, NSIC-MDBP Building, Okhla Phase-III, New Delhi-110020.

D. OTHER/ GENERAL Terms & Conditions

- 1) The tenderer who is uploading/signing the tender will be deemed to have read and understood all the conditions of the tender, which will be binding on the agency.
- 2) NTA reserves the right to reject any or all the tenders received any time without assigning any reason.
- 3) Conditional tenders will be rejected.
- 4) Tenders shall remain valid and open for **acceptance for 90 days inclusive** of date of opening of Tender (Technical bid). The NTA reserves the right to accept/reject any/ all the tenders without assigning any reason thereof.
- 5) The tenderer should use the required credentials on GeM portal for uploading all the documents including price bid.
- 6) The Prices/Rates once accepted by NTA and Work awarded to the successful L1 bidder, shall remain firm and no price variation shall be payable during the contract period of One Years and may be extended for another two years on year on year basis despite any upward /downward increment in material/labour cost.
- 7) An agreement shall be executed by the successful bidder on non-judicial stamp paper of appropriate value on acceptance of the contract. Agreement format is given in Annexure-II
- 8) The contract after lapse of initial contract period of One year is extendable for a period of another two years on year on year basis upon satisfactorily services provided by the System Integrator on mutually agreed terms.
- 9) The NTA may seek pre-closure of the contract if System Integrator commits any material breach, by giving three months' notice. The decision of NTA shall however be final on such request for pre-closure.
- 10) The System Integrator shall comply all latest statutory Acts, Labour laws / regulations as applicable.



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- 11) **CORRUPT PRACTICE:** Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or employee of the NTA shall (in addition to any criminal liability which the tenderer may incur) debar his Tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his Tender liable for rejection.

12) **ARBITRATION**

All the dispute and differences arising out of or in any way touching upon or concerning this agreement of license whatsoever shall be referred to the sole arbitration of any person appointed by the Director General of the NTA or in the absence of Director General, such officer of the NTA, who performs the duties of the Director General. It is agreed that any officer of the NTA may be appointed as the sole Arbitrator, the fact that such an officer may have dealt with the SI in question in the discharge of his duties at any stage and expressed an opinion thereon shall not act as a bar to his appointment as the sole arbitrator. The award of such Arbitrator shall be final and binding on the parties to this agreement. In the event of such Arbitrator to whom the matter is referred being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason, the Director General of the NTA or such other officer for the time being performing the duties of Director General as aforesaid, shall in that event, appoint another person to act as Arbitrator in accordance with terms of this agreement, it is also a term of this agreement that no person other than a person appointed by the Director General of the NTA or by such other officer of the NTA for the time being performing the duties of Director General as aforesaid shall act as Arbitrator. Subject as aforesaid, the Arbitration Act & Conciliation Act 1996 and the rules made thereunder, as amended from time to time, shall apply to the arbitration proceedings under this clause.

13) **SUBLETTING**

The bidder shall not sublet, transfer or assign the contract or any part thereof without the written approval of the NTA. In the event of the bidder contravening this condition, the NTA shall be entitled to place the contract elsewhere on the bidder's account and or at their risk and cost and the bidder shall be liable for any loss/damage which the NTA may sustain in consequence on arising out of such replacing of the contract.

14) **TERMINATION OF CONTRACT**

In the event of the System Integrator having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the NTA shall be at the liberty to terminate the contract, forthwith without prejudice to any other right or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or costs incurred. The NTA, Okhla office shall also have, without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for



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the unexpired period of the contract at the risk and cost of the contractor and or forfeit the security deposit or any part thereof for the sum or sums due to any damages, losses, charges, expenses or costs that may be suffered or incurred by the NTA due to the contractors' negligence or unworkmanlike performance of any of the services under the contract.

16) EXECUTION OF AGREEMENT

The successful tenderer within a week of acceptance of his/their Tender will execute the agreement at the NTA Okhla office as per Agreement Formats mentioned in this NIT. In the event of failure of the successful tenderer to execute the agreement within the aforesaid period, the contract is liable to be rescinded at the risk and cost of the tenderers and the Earnest money forfeited.

Sd/-
(DIRECTOR PROCURMENT)
NATIONAL TESTING AGENCY
NEW DELHI



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Annexure - I

Table 1: **Minimum Eligibility Criteria**

- (1) Bidder should be a Private limited or Limited company only with their registered office in India for at least last 2 years as on day of bidding. Supporting documents such as Company registration certificate, MOA, AOA should be submitted.
- (2) Duly filled Affidavit /declaration for compliance of BID as per Format in Annexure-II on non- judicial stamp paper.
- (3) Bidder should have ISO 9001, ISO 14001, ISO 20000 (verifiable on IAF portal) and Cmmi Level 3 as on day of bidding. Certificate copies should be submitted.
- (4) Bidder should have a financial turnover of at least INR 2 Crores in the last FY 2022-23 and should submit ITR, Balance sheet and Profit-Loss statement. Networth of bidder should be positive
- (5) Router OEM should have service centre in India and should have certification such as CE/RED, UKCA, CITC, ISACA, RCM, CB, E-MARK, GCF and declaration of software security.
- (6) Each page of Technical bid should be stamp-signed by Authorized signatory of the Bidder.
- (7) ISPs approved by Govt. of India are only allowed to bid.
Bidder will be required to upload the scanned copy of above documents in support of their eligibility for this NIT.

These credential documents are mandatory and there will be no scope for clarification post bid submission.

Table 2: **Price Bid Format**

S. No.	Description of services	Unit Price	Unit of Measurement
1.1	Providing of Internet Connectivity to NTA Okhla Office with connection of 1GBPS each leased line (1:1) as per the Scope of work.	INR_____/-	Per Month Rent

NOTE: The tenderers should quote their rates appropriately.



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Annexure – II

AFFIDAVIT FOR COMPLIANCE TO BID REQUIREMENT (To be submitted on non-judicial stamp paper)

- I/ We.....hereby declare that I/We have downloaded the tender documents from NTA tender portal and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) the decision of NTA with regard to such discrepancies shall be final and binding upon me/us.
- I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
- I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We and all my/our constituents understand that my/our offer shall be summarily rejected.
- I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.
- I/We certify that I/We are not black listed or debarred by State Govt. /Government of India or any other Government agencies/ Department for providing internet services.
- I/We hereby confirm that we have gone through and understood the Tender Documents and our bid complies with the requirements/terms and conditions of the Tender Documents and subsequent addendum/corrigendum thereof (if any), issued by NTA, without any deviation/exception/comments/assumptions.
- I/ We also conform that we have quoted the rates without any condition and deviation.
- The technical bid and price bid as required are submitted by me/us along with the required documents and same are uploaded under digital signature of the authorized signatory.



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- I/We undertake that the tender documents shall be considered for constitution of contract agreement. Further, I/ we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.
- I/We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

DEPONENT

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

Place:

-

Dated:

-

Details as appropriate are to be filled in suitably by tenderer.

Attestation before Magistrate/ Notary Public. (Required in case of affidavit on Non judicial stamp paper by bidder from Private Sector)

SEAL AND SIGNATURE OF THE Bidder.



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Annexure – III

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney)

I/ We, M/s. (Name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr. /Ms. (Name and residential address) who is presently with us and holding the position of..... and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work.....(name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with NTA or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with NTA and thereafter till the expiry of the Contact Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the day of 2023

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Authorized Signatory for the Company) (Strike out whichever is not applicable)

Seal of the Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes: The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Power of Attorney is to be attested by Notary.



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Annexure – IV

AGREEMENT FORMAT

The NTA having agreed to grant the contract for providing the connectivity of the internet lease line at _____ in response to the submission of online tender by _____ on _____ to the NTA, Delhi.

We / I are / am executing this agreement on _____ and hereby confirm that we/ I have thoroughly examined and understood the terms and condition of the NIT bearing No. dated _____ invited by the NTA, Okhla office for Providing the connectivity of the internet lease line at and I/We agree to abide by all Terms & conditions contained therein.

We/I are / am willingly undertaking the said contract consequent to the approval of the tender given by us/me to the NTA, Okhla office vide/in terms of work order No. dated _____.

We/I assure the said NTA that We/I will undertake the said work to the best of our/my abilities at all stages during the tenure of the agreement.

The agreement will remain in force for a period of One Year w.e.f. to _____ with a provision of further extension up to Two year on year on year basis after expiry of the initial one year Contract period or till the appointment/ new SYSTEM INTEGRATOR/contractor/ arrangement whichever is earlier, on the same rates, terms & conditions .

FOR SYSTEM INTEGRATOR

For & on behalf of NTA

Witness: _____
