



A mini  
satna enterprise

### Work Order

Firm Name / फर्म का नाम	NISHANT ENTERPRISE	Order No./ आर्डर नंबर	2002310234,0 (Blanket Purchase Agreement)
Firm Address/ फर्म का एड्रेस	SHYAM BHAWAN, RK CHOUDHURY ROAD, NARAYAN NAGAR, Guwahati, Assam,	Issued For Operating Unit/ ऑपरेटिंग यूनिट के लिए जारी किया गया	RailTel-Eastern Region (OU)
		Issued By Operating Unit/ ऑपरेटिंग यूनिट द्वारा जारी किया गया	RailTel-Eastern Region
Website/वेबसाइट		Issuing Date/ जारी तारीख	24-JUL-23(Int Issue Dt. 24-JUL-23)
Contact Person /संपर्क व्यक्ति	ROHIT SINGHANIA	Source Order No./ स्रोत आर्डर नंबर	2002310234
Phone No./ फोन नंबर	9864061666	Legacy No./ विसम नंबर	E: 23501
Email Id/ईमेल	rs.dsa2016@gmail.com	Tender Type and Opening Date/ निविदा प्रकार और खोलने की तारीख	.
Fax No./फैक्स नंबर		Tender No./ निविदा संख्या	N.A.
PAN No./ पैन नंबर	CCAPS6807F	Bid No./ बोली संख्या	
GSTIN Number/ जी स टी आई एन नंबर	18CCAPS6807F2ZG	Buyers Details with Department/ विभाग के साथ खरीदार विवरण	Mr. ARDHENDU DOLOI , Projects
		Validity of Source Order:/ स्रोत आदेश की वैधता	From Date: 17-JUL-23 To Date: 16-JUL-25

Work Description/कार्य विवरण	LMC PO - Hiring of one pair of overhead OFC for different Links of NKN locations in Assam on annual recurring cost basis.
Value of the Order (INR Figure and Words):	0.00 ( Only) Indian Rupee

#### SOR Details

S N. / क्र	Item Code/ आइटम कोड	Item HSN/SAC No/ एच.एस.एन / एस.एस.सी नंबर	Item Master Description/ आइटम मास्टर विवरण	Item Order Description/ आइटम आर्डर विवरण	UOM/ यू ओ एम	Unit Price/ इकाई मूल्य	Quantity / मात्रा	Total Amount/ कुल राशि
1	161001000002	998429	Hiring of overhead OFC	Hiring of one pair of overhead OFC from RCIL Maligaon POP to Assam Science and Technology University Guwahati@Rs. 20.5/-per meter per annum for 4500 mtr [Address END B- Assam Science and Technology University Guwahati, Tetelia Road, Near Assam Engineering	Daily	252.74		

RailTel Corporation of India Ltd. (A Government of India Undertaking, Ministry of Railways)  
Regional Office : 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block -GN, Sector- V, Salt Lake City, Kolkata -700091, West Bengal  
T : 033-4400 9999; 4404 1499, F : 033-4404 1490, W : www.railtelindia.com  
Corporate & Regd. Office: Plate -A, 6<sup>th</sup> Floor, Office Block, Tower - 2, East Kidwai Nagar, New Delhi- 110023

College, Jalukbari,  
Guwahati-781013,  
Assam]PURCHASE\_ER\_CGST\_09%\_RECO 0.00  
PURCHASE\_ER\_SGST\_09%\_RECO 0.00  
Total Line Amount 0.00

2	161001000002	998429	Hiring of overhead OFC	Hiring of one pair of overhead OFC from RCIL Jalukbari POP to Assam Science and Technology University Guwahati@Rs. 20.5/-per meter per annum for 2000 mtr [Address END B- Assam Science and Technology University Guwahati, Tetelia Road, Near Assam Engineering College, Jalukbari, Guwahati-781013, Assam]	Daily	112.32 9		
---	--------------	--------	---------------------------	---	-------	-------------	--	--

PURCHASE\_ER\_CGST\_09%\_RECO 0.00  
PURCHASE\_ER\_SGST\_09%\_RECO 0.00  
Total Line Amount 0.00

3	161001000002	998429	Hiring of overhead OFC	Hiring of one pair of overhead OFC from National Knowledge Network to Electronics Test and Development Centre@Rs. 20.5/-per meter per annum for 1500 mtr [END A - National Knowledge Network, Block H, Assam Sachivalaya Complex, Dispur, Guwahati- 781006, Assam & END B - Electronics Test and Development Centre, 1st & 2nd Floor, Central Block, HOUSEFED Complex, Beltola-Basistha Road, Dispur, Guwahati: 781006]	Daily	84.247		
---	--------------	--------	---------------------------	--	-------	--------	--	--

PURCHASE\_ER\_CGST\_09%\_RECO 0  
PURCHASE\_ER\_SGST\_09%\_RECO 0  
Total Line Amount 0

4	161001000002	998429	Hiring of overhead OFC	Hiring of one pair of overhead OFC from National Knowledge Network to Regional Science Centre, Guwahati (A unit of NCSM)@Rs.	Daily	252.74		
---	--------------	--------	---------------------------	--	-------	--------	--	--



Memorandum of Understanding (MoU)  
between  
National Knowledge Network (NKN)  
And  
Assam Science and Technology  
University

---



National **Knowledge** Network

*Handwritten signature*

Registrar  
Assam Science and Technology University  
Guwahati



## MoU FOR SERVICES ON NATIONAL KNOWLEDGE NETWORK

This MoU (this "Agreement"), dated 06/11/2023 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 (National Knowledge Network, National Informatics Centre, 3rd Floor, Block III, Delhi IT Park, Shastri Park, New Delhi - 110053) 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

**Assam Science and Technology University**, hereinafter referred to as 'User' with office at Tetelia Road, Jalukbari, Guwahati, PIN-781013, Assam

### 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
"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,

- Clause headings are inserted in this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement.
- 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 with effect from << >> till the extended duration of NKN project. 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)

## 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;
  - 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.

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:
- It shall, at all times exercise reasonable skill and care in providing the NKN Service.
  - 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;
  - 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
  - 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:
- any loss or harm caused by any person using NKN;
  - 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.

## 15. CONFIDENTIALITY

- 15.1 Subject to Clauses 15.2 and 15.3 each Party shall:
- 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 advisors 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:
- 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

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:
- 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:
  - 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:

<p><b>To NIC at:</b></p> <p>National Informatics Centre (NIC), National Knowledge Network 3rd Floor, Block III, Delhi IT Park, Shastri Park, New Delhi – 110053</p> <p>e-Mail: <a href="mailto:niu@nic.in">niu@nic.in</a></p> <p>Tel: 011-22180342</p>	<p><b>To User at:</b></p> <p>Assam Science and Technology University</p> <hr/> <p>Tetelia Road, Jalukbari, Guwahati</p> <hr/> <p>Assam, Pin-781013</p> <hr/> <p>Email : <a href="mailto:registrar@astu.ac.in">registrar@astu.ac.in</a></p> <hr/>
--	--

NKN  
Confidential

*Nm*

Registrar  
Assam Science And Technology University  
Guwahati



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

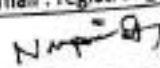
The relationship between the parties is that of independent contractors, and at no time shall either party hold itself out as being the principal, agent or partner of the other.

### 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.

In Witness Whereof, the parties have agreed this Services Agreement to be executed by their duly authorized representatives to be effective as on the 06<sup>th</sup> day of November, 2023 at New Delhi.

For and on behalf of:	
Details	National Informatics Centre (NIC), National Knowledge Network National Informatics Centre 3rd Floor, Block III, Delhi IT Park, Shastri Park, New Delhi - 110053
	<u>User</u> Assam Science and Technology University Tetelia Road, Jalukbari, Guwahati Assam, Pin-781013 Email : registrar@astu.ac.in
Signature:	
Name:	Nripen Das
Designation:	Registrar
Date:	06/11/2023
Place:	Guwahati
In the Presence of:	
Signature:	
Name:	
Designation:	

NKN  
Confidential



Registrar  
Assam Science And Technology University  
Guwahati



Date:		
Place:		
Signature:		
Name:		
Designation:		
Date:		
Place:		

*[A large, long, thin handwritten mark or signature stroke.]*

*Namrta*



## ANNEX 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. **"011-22180335 / 1800111555 (Toll Free)"**.
  - 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 **"011-22180335 / 1800111555 (Toll Free)"**, 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

**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

NKN  
Confidential

*N. N. N.*

Registrar  
Assam Science And Technology University  
Guwahati



NIC

Page 13 of 14

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)

Sr. No.	Name of Individual	Telephone Number	Fax Number	E-Mail Address
1	Nripen Das	0361 2732002		registrar@astu.ac.in
2				
3				
4				
5				
6				
7				
8				
9				

NKN  
Confidential

*Nripen Das*

Registrar  
Assam Science And Technology University  
Guwahati





GOVERNMENT OF INDIA  
MINISTRY OF DEVELOPMENT OF NORTH EASTERN REGION  
NORTH EASTERN COUNCIL SECRETARIAT  
NONGRIM HILLS, SHILLONG-793003

NEC/IPR/721/2020

Dated 21<sup>st</sup> May, 2021

Pay & Accounts Officer,  
North Eastern Council Secretariat,  
Nongrim Hills, Shillong - 793003.

**Sub: Release of Grant-in Aid (Non-recurring) to Assam Science & Technology University, Jalukbari, Guwahati, Assam for "Strengthening of Hindi Section in the Library of Assam Science & Technology University, Jalukbari, Guwahati, Assam" for the Financial Year 2021-22 under Scheme of NEC under MH-2552(31)**

Sanction of the President of India is hereby conveyed to the release Rs. 4.00 Lakh (Rupees Four Lakh) only towards Grants-in-aid General as 1<sup>st</sup> installment to Assam Science & Technology University, Jalukbari, Guwahati, Assam for the Financial Year 2021-22 under Schemes of NEC for "Strengthening of Hindi Section in the Library of Assam Science & Technology University, Jalukbari, Guwahati, Assam" and is subject to the following terms and conditions:

2. The grant-in-aid will be regulated in accordance with the provisions contained in the scheme/guidelines. The Grant-in-Aid is also subject to the provisions contained in chapter 9 of the General Financial Rules, 2017, as amended from time to time, read with the Government of India's decisions incorporated there-under, and any other guidelines which may be issued in this regard, and in particular to the following conditions :-

(i) The grant shall be utilized for the purpose of implementation of the project for "**Setting up of Hindi Section in Assam Science & Technology University**". Its utilization would result in achievement of the quantitative and qualitative targets as per administrative approval order even No.NEC/IPR/721/2020(CU) dated 21<sup>st</sup> January, 2021.

(ii) The grantee institution shall remain separate bank accounts for the Scheme-wise Government Grants received and utilized.

(iii) The Grant released will be utilized by Assam Science & Technology University, Jalukbari, Guwahati, Assam, for the purpose of "**Setting up of Hindi Section in Assam Science & Technology University**" by 31<sup>st</sup> March, 2022 for the purpose indicated in para 2(i) above.

(iv) Assam Science & Technology University, Jalukbari, Guwahati, Assam may furnish their performance-cum-achievement report on or before 31<sup>st</sup> March, 2022 to the sanctioning Authority.

(v) Assam Science & Technology University, Jalukbari, Guwahati, Assam should maintain a register of permanent and semi-permanent assets acquired wholly or mainly out of the above grant in the prescribed format and copy thereof should be furnished to this Ministry.

(vi) Assets acquired wholly or substantially out of Government Grant shall not be disposed of without obtaining the prior approval of the sanctioning authority of Grant-in-aid.

(vii) The accounts of Assam Science & Technology University, Jalukbari, Guwahati, Assam shall be open for inspection by the sanctioning authority and audit, both by the Comptroller & Auditor General of India under the provisions of C&AG (DPC) Act, 1971 in accordance with the provisions laid down in Section 14 of the C&AG (DPC 1971) as amended from time to time and Internal Audit party of the Principal Accounts Office of the North Eastern Council, Secretariat, whenever it is called upon to do so.

(viii) The subsequent instalment will be released upon the receipt of Physical Progress Report, Financial Report and Photographs of the grantee shall submit the Utilization Certificate of the 1<sup>st</sup> instalment.

Certificate in the prescribed form GFR-12A duly signed by the Head of the Institution/Grantee and countersigned by the Secretary, Development and Transformation Department of Government of Assam, latest by 31<sup>st</sup> March, 2022. Utilisation certificate in respect of grants should also disclose whether the specified, quantified and qualitative targets that should have been reached against the amount utilized were in fact reached, and if not, the reasons therefor. They should contain an output-based performance assessment instead of input-based performance assessment.

(ix) Assam Science & Technology University, Jalukbari, Guwahati, Assam shall furnish an Audited statement of Accounts of the financial year 2021-22.

(x) Grant-in-Aid shall be utilized subject to the Economy and other Instructions issued from time to time by the M/o Finance or by the Competent Authority.

(xi) The unspent balance available with, Assam Science & Technology University, Jalukbari, Guwahati, Assam have been taken into account in sanctioning the subsequent Grant under Rule 230(7) of GFR,2017. (For this purpose, the Programme Division of Ministries/Department shall take help of PFMS portal (including reports "EAT02:- Agency Statement of fund flow and unspent Balances" and "EAT04":- Scheme Hierarchy wise Bank balance") to ascertain the bank balance lying with the recipients before making each release. The principles of "Just in time" release should be applied for release in respect of all payments to the extent possible.

(xii) Assam Science & Technology University, Jalukbari, Guwahati, Assam shall certify that the Utilization certificates due for submission for the Grants-in-aid sanctioned in the previous years containing all the relevant details required under GFR 238(1) have been submitted to the satisfaction of the Ministry of DoNER/NEC.

(xiii) Assam Science & Technology University, Jalukbari Guwahati, Assam shall certify that no grants-in-aid for this purpose or activities have been applied for or obtained from any other Ministry or Department of the Government of India or State Government.

(xiv) Applicable in case of grantee institution receiving more than 50% of their recurring expenditure in the form of grants-in-aid:-

- (a) Assam Science & Technology University, Jalukbari Guwahati, Assam shall ensure that all the terms and conditions of the service of their employees are not higher than those applicable to similar categories of employees of Central Government and where it is not in accordance with above, the relaxation of Ministry of Finance has been obtained as required under GFR 230 (12) (i).
- (b) Assam Science & Technology University, Jalukbari, Guwahati, Assam will make reservations for Scheduled Castes and Scheduled Tribes or OBC in the posts or services under its control on the lines indicated by the Government of India.

(xv) Assam Science & Technology University, Jalukbari, Guwahati, Assam shall adhere to all the relevant provisions of GFR 2017 and any other institutions/guidelines issued by the Government from time to time, while making procurement/purchases of goods and service including compliance to GFR provisions in case of out-sourcing of services and engagement of consultants.

(xvi) Assam Science & Technology University, Jalukbari, Guwahati, Assam should send pre-receipted bill to this Ministry i.e. NEC Secretariat, Shillong for payment of the amount drawn against this sanction.

(xvii) The grantee shall not divert the grants and entrust execution of the Scheme or work concerned to another Institution or Organization. If the grantee fails to utilize the grant for which the same has been sanctioned or does not adhere to the terms & conditions of Grant and GFR provisions, the grantee/Institution shall be required to refund the grant with interest @ 10% per annum.

The grantee institution shall not utilize the interest earned on the recurring/non-recurring grants-in-aid released to the institution for any purpose. As per GFR230(8), all interests or other earnings against Grants-in-aid or advances (other than reimbursement) released to any Grantee Institution should be mandatorily remitted to the Consolidated Fund of India immediately after finalization of the accounts. Such advances should not be allowed to be adjusted against future releases. The interest earned shall be indicated in UC which can be either adjusted in next release or to be refunded to GOI after grants-in-aid sanctioned is utilized.

(xx) Noted at Serial No.93 in the Register of Grants

(xxi) Shri P.B.Chetry, Assistant Secretary of the NEC Secretariat, Shillong Ministry of DoNER will act as Drawing and Disbursing Officer for this sanction.

3. The total release under this object head, including the present sanction would be Rs. 32,96,000/- during the current financial year as against the Budget provision of Rs.1,10,00,000 for the financial year 2021-22.

4. The above expenditure is debit to the scheme "**Scheme of North Eastern Council**" against the following head of account

Demand No. 022  
Major Head - 2552  
Sub Major Head - 00  
Minor Head -101  
Sub Head- 07  
Detailed Head -00  
Object Head -31 Grants-in-Aid

5. The bank details of the Grantee instruction for making payment are as below:-

Name of the beneficiary	Name of the Bank where A/c of Org Held	Address/ Code Bank Branch	A/C No.	MICR Code and IFSC code
Assam Science & Technology University	State Bank Of India	Assam Engineering College Branch	39860859248	IFSC - SBIN0010670 MICR - 781002038

6. This issues with the concurrence of Financial Adviser, NEC vide Finance Wing Dy. No.121 dated : 19/05/2021,

Yours faithfully

21 05 21

(Satyen Lama)

Director(Planning) &


I/c Director (IPR)

No.NEC/IPR/721/2020

Dated: 21<sup>st</sup> May, 2020

Copy to:-

1. Secretary to Hon'ble Governor, Guwahati, Assam
2. Secretary to Hon'ble Chief Minister, Guwahati, Assam
3. The Vice-Chancellor, Assam Science & Technology University, Jalukbari, Guwahati, Assam-799004.
4. Secretary, Development & Transformation Department, Government of Assam.
5. The Registrar, Assam Science & Technology University, Jalukbari, Guwahati, Assam
6. Director (NEC), Government of India, Ministry of Development of NE Region, Vigyan Bhawan Annex, Maulana Azad Road, New Delhi-110011
7. Accountant General (Audit), Meghalaya etc, Shillong.
8. Sr.P.S to Secretary, NEC Sectt, Shillong.
9. Financial Adviser, NEC Sectt, Shillong
10. Planning Adviser, NEC Sectt, Shillong
11. Economic Adviser (HR), NEC Sectt, Shillong
12. Director (E&M) NEC Sectt, Shillong
13. Finance Wing, NEC Sectt, Shillong.
14. Sr. Technical Director, NIC-NEC Sectt, Shillong.
15. D.D.O./ Sanction Officer (Accounts) NEC for necessary action.
16. ARO, Planning Sector, NEC Sectt, Shillong
17. Office copy
18. Guard File

  
(Satyen Lama)  
Director(Planning) &  
I/c Director (IPR)

भारत सरकार  
GOVERNMENT OF INDIA  
उत्तर-पूर्वी क्षेत्र विकास मंत्रालय  
MINISTRY OF DEVELOPMENT OF NORTH EASTERN REGION  
उत्तर-पूर्वी परिषद् सचिवालय, नॉग्रीम हिल्स, शिलांग  
NORTH EASTERN COUNCIL SECRETARIAT,  
NONGRIM HILLS, SHILLONG-793003  
Website: <https://necouncil.gov.in>

No. NEC/IPR/721/2020

Dated 15<sup>th</sup> March, 2023

To,

Pay & Accounts Officer,  
North Eastern Council Secretariat,  
Nongrim Hills, Shillong - 793003.

**Sub: Release of Grant-in Aid (Non-recurring) to Assam Science & Technology University, Guwahati, Assam, for "Strengthening of Hindi Section in the Library of Assam Science & Technology University, Jalukbari, Guwahati, Assam", for the Financial Year 2022-23 under SC Component MH-2552(31)**

Sanction of the President of India is hereby conveyed to the release **Rs. 6.00 Lakh** (Rupees Ten Lakhs) only towards Grants-in-aid General as **2<sup>nd</sup> & final installment** to Assam Science & Technology University, Jalukbari, Guwahati, Assam for the Financial Year 2022-23 under Schemes of NEC for "Strengthening of Hindi Section in the Library of Assam Science & Technology University, Jalukbari, Guwahati, Assam".

2. The Grant-in aid will be regulated in accordance with the provisions contained in the Scheme/guidelines. The Grant-in-aid is also subject to the provisions contained in the Chapter 9 of the General Financial Rules, 2017, as amended from time to time, read with the government of India's decision incorporated there-under, and any other guidelines which may be issued in this regard, and in particular to the following conditions:-

(i) The grant shall be utilized for the purpose of "Strengthening of Hindi Section in the Library of Assam Science & Technology University, Jalukbari, Guwahati, Assam". It's utilization would result in achievement of the quantitative and qualitative targets as per Administrative Approval order No. NEC/IPR/721/2020 dated 21<sup>st</sup> January, 2021.

(ii) Central Nodal Agency (CNA) and the Implementing Agency/ Sub-Agency will follow the extant guidelines and procedures with regard to the Revised procedure for flow of funds under Central Sector Scheme as notified by the Government of India (D/o Expenditure) vide F. No. 1(18)/PFMS/FCD/2021 dated 9<sup>th</sup> March 2022 and other related instruction issued from time to time.

(iii) Assam Science & Technology University, Guwahati, Assam, may furnish their performance-cum-achievement report on or before 30<sup>th</sup> September, 2023 to the sanctioning authority. [Source: GFR 242 (2)].

(iv) Assam Science & Technology University, Guwahati, Assam, should maintain a register of permanent and semi-permanent assets acquired wholly or mainly out of the above grant in the prescribed format and copy thereof should be furnished to NEC.

(v) Assets acquired wholly or substantially out of Government Grant shall not be disposed of without obtaining the prior approval of the sanctioning authority of Grant-in-aid. [Source: GFR 230(9)]

(vi) The accounts of Assam Science & Technology University, Guwahati, Assam, shall be open for inspection by the sanctioning authority and audit both by the Comptroller & Auditor General of India under the provision of C&AG (DPC) Act, 1971 in accordance with the provisions laid down in Section 14 of the C&AG(DPC) 1971 as amended from time to time and Internal Audit party of the Principal Accounts office of the Ministry, whenever it is called upon to do so. [Source: GFR 236 (1)].

File  
Nongrim  
27-3-2023

(vii) The grantee, shall submit the duly signed Utilization Certificate in the prescribed form 'GFR-12-A' latest by 31<sup>st</sup> March, 2024. The utilization certificate in respect of Grants should also disclosed whether the specified, quantified, and qualitative targets that should have been reached against the amount utilized were in fact reached, and if not, the reasons therefore. They should contain an output-based performance assessment instead of input-based performance assessment. [Source: GFR238 (1)]

(viii) The accounts of Assam Science & Technology University, Guwahati, Assam, shall furnish an Audited Statement of Account of the financial year before 31<sup>st</sup> March, 2024 [Source: GFR 230 (1)]

(ix) Grant-in-aid shall be utilized subject to the Economy and other Instruction issued from time to time by the M/o Finance or by the Competent Authority.

(x) Department of Assam Science & Technology University, Guwahati, Assam, shall adhere to all the relevant provisions of GFR 2017 and any other instruction/guidelines issued by the Govt. from to time, while making procurement/purchases of goods and services including compliance to GFR provisions in case of out-sourcing of services & engagement of consultants.

(xi) Assam Science & Technology University, Guwahati, Assam, has been exempted from the executive of the bond. Department of Arts & Culture, Government of Nagaland shall however, furnish an undertaking that it will comply with all the terms & conditions stipulated in the sanction order. [GFR 231 (3)].

(xii) Assam Science & Technology University, Guwahati, Assam, should send pre-receipted bill to this Ministry for the payment of the amount drawn against this sanction.

(xiii) The grantee shall not divert the grants and entrust execution of the scheme or work concerned to another Institution or Organization. If the grantee fails to utilize the grant for the purpose for which the same has been sanctioned or does not adhere to the terms & conditions of Grant and GFR provisions, the grantee Institution shall be required to refund the grant with interest @ 10% per annum. [Source GFR 231 (2) (iv)].

(xiv) The grantee institution shall not utilize the interest earned on the non-recurring grant-in-aid released to the institution for any purpose.

(xv) The CNA shall ensure that the interest earned from the funds released is mandatorily remitted to the Consolidated Fund of India in terms of Rules 230(8) of GFR 2017. The interest component shall be distinctly reflected in the MIS provided by the banks.

(xv) Noted at Serial **No. 485** In Register of Grants.

(xvi) The Section Officer (Accounts) of NEC Secretariat, Shillong, Ministry of Development of North Eastern Region will act as Drawing and Disbursing Officer for this sanction.

3. The amount of **Rs.6.00Lakhs (Rupees Six Lakhs) only** will be disbursed to the "CNA Account North Eastern Development Finance Institute (NEDFi)" for the scheme of North Eastern Council as per details mentioned below:-

Name of A/C Holder	Name of Bank and Branch	Address/Code of Bank Branch	Bank Account No.	IFSC Code
Schemes of North Eastern Council	State Bank of India GMC Branch, Guwahati	GMC Branch, Guwahati	41089410645	SBIN0007700

4. "North Eastern Development Finance Institute (NEDFi)" will further assign the drawing limits to the Assam Science & Technology University, Guwahati, Assam. Zero-Balance Subsidiary Account as per the sanctioned amount of **Rs.6.00Lakhs (Rupees Ten Lakhs) only**. The bank details of the Implementing Agency is as under:

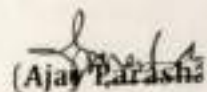
Name of A/c Holder	Name of Bank Branch	Address/Code of Bank Branch	Bank Account	IFSC Code/CIF
Assam Science And Technology University	State Bank of India	Assam Engineering Branch	41667629876	IFSC: SBIN0010670 MICR: 781002038

5(a) The total release under this object head, including the present sanction would be **Rs. 9.00 Crores** during the current financial year as against the Budget provision of **Rs. 10.14 Crores** for the financial year 2022-23. Zero Balance Certificate along with current Zero-Balance Subsidiary Account has been submitted by Assam Science & Technology University, Guwahati, Assam,

5(b) There is no unspent balance to be deposited by Assam Science & Technology University, Guwahati, Assam, in CNA account, in compliance of Government of India (D/o Expenditure) OM F.1(18)/PFMS/FCD/2021 dated 9<sup>th</sup> March, 2022

6. The expenditure involved will be met from within the sanctioned budget grant of the Ministry under Demand No. 23, Major Head 2552, Sub-Major Head -00, Minor Head- 789, Sub-Sub Head Head-32, Detailed Head-04, Object Head -31 Grants-in-aid General (SC Component).

7. This issues with the concurrence of Financial Adviser vide Diary **No. 490 Dated: 09.03.2023.**

  
(Ajay Parashar)

Director (Information & Public Relations)

Dated: 15<sup>th</sup> March, 2023

**No.NEC/IPR/721/2020**

Copy to:-

11. Director (NEC), Ministry of DoNER, Government of India, Vigyan Bhavan Annexe, Maulana Azad Road, New Delhi - 110011
12. Secretary Planning Department, Government of Assam-781001
13. P.S to Secretary, NEC Shillong.
14. Financial Adviser, NEC Shillong
15. Planning Adviser, NEC Shillong
16. Economic Adviser (E&M), NEC Shillong
17. Economic Adviser (HR), NEC Shillong
18. Finance Wing, NEC Shillong.
19. Sr. Technical Director, NIC-NEC Shillong.
20. Accountant General (Audit), Meghalaya etc, Shillong.

**Copy forwarded to:**

5. The DDO, NEC Sectt., Shillong for information & necessary action (The amount may be credited in favour of C N A Account North Eastern Development Finance Institute (NEDFi) Payable at State Bank of India, Meghalaya Secretariat Branch vide (Ac No: 41280574547 IFSC: SBIN0006320, CIF No: 85587634072)
6. Registrar, Assam Science & Technology University, Guwahati, Assam -781013
7. Nodal Officer C N A, North Eastern Development Finance Institute (NEDFi), G.S Road, Dispur, Guwahati - 781006 for necessary action as per para 4.
8. Guard file.

  
(Ajay Parashar)

Director (Information & Public Relations)



CRP

Date : 9 May 2024  
Account Number : 00000038927863511  
Description : CA-REGULAR-PUB-OTH-ALL-INR  
Name : ASSAM SCIENCE AND TECHNOLOGY UNIVERSITY GUWAHATI  
  
Currency : INR  
Corporate Address : TETELIA ROAD JALUKBARI GUWAHATI  
GUWAHATI  
ASSAM-781013  
  
Branch : ASSAM ENGINEERING COLLEGE(10670)  
Rate of Interest (% p.a.) : 0.0%  
IFS Code : SBIN0010670





# ASSAM SCIENCE AND TECHNOLOGY UNIVERSITY

(A State University of Government of Assam constituted by "Assam Science and Technology University Act, 2009")

Tetelia Road, Near Assam Engineering College, Jalukbari, Guwahati-781013, Assam

Website: www.astu.ac.in

No. ASTU/AMC/2020/684/ 2502

Dated: 31/12/2021

From: Dr. Nripen Das

Registrar

Assam Science and Technology University, Guwahati.

To: Innole Technologies LLP  
House No- 3, Ananta Path,  
Near PHE Office, Hengerabari,  
Guwahati -781006

Sub: Purchase order for AMC of Computer, Laptop, Photocopier Machine, UPS etc. of ASTU for the period 13-11-2021 to 12-11-2022

Please arrange to provide services of the following items as per your quotation submitted to this office as stand below and agreement signed for the same.

Sl No.	Particulars	Qty.	Rate per Unit/ Per Year	GST %	Rate per Unit/ Per Year inclusive GST	Total Amount of all units (including GST)
1.	Desktop computers	66	100.00	18%	118.00	7788.00
2.	Laptop	12	180.00	18%	212.40	2548.80
3.	Printers	20	100.00	18%	118.00	2360.00
4.	Scanner	3	50.00	18%	59.00	177.00
5.	Photocopier Machine	5	200.00	18%	236.00	1180.00
6.	UPS	80	75.00	18%	88.50	7080.00
<b>Total</b>						21133.80
<b>Grand Total (Round Off)</b>						21134.00

### TERMS AND CONDITIONS: -

1. Payment will be made after completion of work and satisfactory acceptance of the service.
2. No additional carrying and fitting charges will be given.
3. Taxes would be deducted from this end.
4. The service should be as per terms and conditions of the agreement signed by both the parties dated: 12-11-2020
5. ASTU may reject any or all of the work which does not conform to the applicable specifications within 15 business days of Supplier's delivery of the work.
6. The University reserves the right to impose penalty if the work is not completed within stipulated time as per terms and conditions of the signed agreement.
7. All other terms and conditions will be same and applicable as per mutually signed agreement by both the parties.

(Registrar)

No. ASTU/AMC/2020/684/

Dated: 31/12/2021

Copy to:

1. The Secretary to Vice Chancellor, Assam Science and Technology University, Guwahati.
2. The Finance and Accounts Officer, Assam Science and Technology University, Guwahati.
3. The System Admin, ASTU, Guwahati
4. The Store In Charge, ASTU, Guwahati
5. Office files, ASTU, Guwahati

(Registrar)

Assam Science and Technology University



**ASSAM SCIENCE AND TECHNOLOGY UNIVERSITY**  
 (A State University of Government of Assam constituted by "Assam Science and Technology University Act, 2007")  
 Tetelia Road, Near Assam Engineering College, Jalukbari, Guwahati-781013, Assam  
 Website: www.astu.ac.in

Date: 17/06/2023

No. ASTU/AMC/AC/2020/654/ 100310

To: Registrar (Officiating)  
 Assam Science and Technology University, Gauhati.  
 Aditya Engineering  
 NH-37, W/No - 1, Tetelia Chowk, Ghatapani, City-21  
 Assam

Sub: Extension of AMC of Air Conditioners of ASTU w.e.f. 01/06/2023 till 30/11/2023

Ref: (1) Your Acceptance Work Order Ref No: AC/2023-24/COS/1008 dated 13<sup>th</sup> June 2023.  
 (2) Old Work Order No: ASTU/AMC/AC/2020/654/ dated 13/07/2022

Sir,  
 Please arrange to provide services of the following items at per your prevailing quoted rates to this office as stated below as agreed by you w.e.f. 01/06/2023 till 30/11/2023

Sl. No.	Item	Description	Qty.	Rate/Per Year	Unit/Per Year	GST%	Total Amount of all Units (Including GST)	Contract Value for 6 Months (Including GST)
1	<b>Air Conditioner</b>							
	Daikin	2 Ton Split AC	5	2365.00		18%	13953.50	6976.75
	IFB	2 Ton Split AC	3	2365.00		18%	8372.10	4186.05
	Volta	2 Ton Split AC	1	2365.00		18%	2790.70	1395.35
	LG	2 Ton Split AC	1	2365.00		18%	2790.70	1395.35
	LG	1.5 Ton Split AC	1	2290.00		18%	2702.20	1351.10
	Blue Star	1.5 Ton Split AC	3	2290.00		18%	8106.60	4053.30
	Eureka Forbes	1.5 Ton Split AC	1	2290.00		18%	2702.20	1351.10
	Blue Star	1 Ton Split AC	8	1943.00		18%	18760.40	9380.20
	LG	1 Ton Split AC	2	1943.00		18%	4591.20	2295.60
	Godrej	1 Ton Split AC	13	1943.00		18%	26259.30	13129.65
	<b>Total</b>		<b>36 Nos</b>				<b>94205.30</b>	<b>47102.65</b>
							<b>Total Amount for 6 months</b>	<b>47102.65</b>
							<b>Amount in Words-Forty-Seven Thousands One Hundred Two Rupees and Sixty-Five Paise</b>	

Work Period- Immediately (On Urgent Basis)

**TERMS AND CONDITIONS:-**

- 1) Payment will be made after satisfactory completion/performance of the work.
- 2) No additional carrying and fitting charges will be given.
- 3) Taxes would be deducted from this end.
- 4) The services should be based on the terms and conditions of the agreement signed by both the parties on 1<sup>st</sup> June 2022.
- 5) Gas Filling should include in the quoted price.
- 6) For Components/Parts required for AMC the latest price list both online & printed version is to be submitted along with quotation.

Registrar (Officiating)  
 Assam Science and Technology University

No. ASTU/AMC/AC/2020/654

Copy To:

- 1) Secretary to the Hon'ble Vice Chancellor, Assam Science and Technology University for favour of kind information.
- 2) The Finance and Accounts Officer, Assam Science and Technology University for favour of kind information.
- 3) The Executive Engineer, Engineering Wing, Assam Science and Technology University for favour of kind information.
- 4) Office Copy of ASTU.

Date: 17/06/2023

Registrar (Officiating)  
 Assam Science and Technology University



No. ASTU/AMC/2020/684/ 10621

Dated-13/11/2020

From: Dr. Nripen Das  
Registrar  
Assam Science and Technology University, Guwahati.

To: Innole Technologies LLP  
House No- 3, Ananta Path,  
Near PHE Office, Hengerabari,  
Guwahati -781006

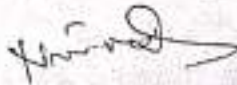
Sub: Purchase order for AMC of Computer, Laptop, Photocopier Machine, UPS etc. of ASTU for the period 13-11-2020 to 12-11-2021

Please arrange to provide services of the following items as per your quotation submitted to this office as stand below and agreement signed for the same.

Sl No.	Particulars	Qty.	Rate per Unit/ Per Year	GST %	Rate per Unit/ Per Year inclusive GST	Total Amount of all units (including GST)
1.	Desktop computers	66	100.00	18%	118.00	7788.00
2.	Laptop	12	180.00	18%	212.40	2548.80
3.	Printers	20	100.00	18%	118.00	2360.00
4.	Scanner	3	50.00	18%	59.00	177.00
5.	Photocopier Machine	5	200.00	18%	236.00	1180.00
6.	UPS	80	75.00	18%	88.50	7080.00
Total						21133.80
Grand Total (Round Off)						21134.00

**TERMS AND CONDITIONS: -**

1. Payment will be made after completion of work and satisfactory acceptance of the service.
2. No additional carrying and fitting charges will be given.
3. Taxes would be deducted from this end.
4. The service should be as per terms and conditions of the agreement signed by both the parties.
5. ASTU may reject any or all of the work which does not conform to the applicable specifications within 15 business days of Supplier's delivery of the work.
6. The University reserves the right to impose penalty if the work is not completed within stipulated time as per terms and conditions of the signed agreement.
7. All other terms and conditions will be same and applicable as per mutually signed agreement by both the parties.


  
(Registrar)

No. ASTU/AMC/2020/684/

Dated-13/11/2020

Copy to:

1. The Secretary to Vice Chancellor, Assam Science and Technology University, Guwahati.
2. The Finance and Accounts Officer, Assam Science and Technology University, Guwahati.
3. The System Admin, ASTU, Guwahati
4. The Store In Charge, ASTU, Guwahati
5. Office files, ASTU, Guwahati

  
(Registrar)  
Assam Science and Technology University  
Guwahati



# ASSAM SCIENCE AND TECHNOLOGY UNIVERSITY

(A State University of Government of Assam constituted by "Assam Science and Technology University Act, 2009")

Tetelia Road, Near Assam Engineering College, Jalukbari, Guwahati-781013, Assam

Website: www.astu.ac.in

No. ASTU/FC/36/2014/Voll-IV/ 3444

Dated: 24/12/2021

## Minutes of the 14<sup>th</sup> (Fourteenth) Finance Committee Meeting held on 04/09/2021

The meeting of the 14<sup>th</sup> (Fourteenth) Finance Committee Meeting of the Assam Science and Technology University, Guwahati was held on 04/09/2021 under the chairmanship of Prof. P. J. Handique, Vice Chancellor.

The following members were present:-

1. Prof. P. J. Handique, Vice Chancellor, Chairman  
**Hon'ble Members from the University Court:**
2. Prof. Uday Shankar Dixit, IIT, Guwahati  
**Hon'ble Members from the Executive Council:**
3. Prof. Anup Kr. Gogoi, IIT Guwahati  
**Hon'ble Members from the State Government:**
4. The Joint Secretary to the Govt. of Assam, Higher Education (Technical) Department.  
**Other Members:**
5. Dr. Nripen Das, Registrar, ASTU – Member Secretary
6. Dr. Debajyoti Goswami, Finance (& Accounts) Officer, ASTU- Convenor.

The following members could not be present due to pre- occupation:

1. Secretary to the Education Department, Govt. of Assam
2. Sri Abinash Das, Senior Financial Advisor, Higher Education Department, Govt. of Assam

At the very outset, Prof. P. J. Handique, Vice Chancellor welcomes all the members of the 14<sup>th</sup> Finance Committee meeting.

Dr. Nripen Das, Registrar, also welcomes all the members.

Sri Debajyoti Goswami, Finance and Accounts Officer of this University explained the objective of the meeting.

After due deliberations the following resolutions have been taken:

1. Minutes of the 13<sup>th</sup> Finance Committee Meeting held on 11/06/2020 have been appraised and approved.
2. The Committee has been appraised of the action taken report from the minutes of the 13<sup>th</sup> Finance Committee meeting.

### B. APPRAISAL & APPROVAL

1. The committee has been appraised and approved the Audit and Financial Statements of ASTU and submission of Income Tax Return.

a) **Statutory Audit:** The statutory audit of the Financial statements for the financial year 2019-20 has been completed and reply to observations is also submitted. The brief status of the Financial Statements are as follows: -[Agenda B 2 (a)]

**Govt. funding etc.**

Income	Expenditure	Excess of Income over Expenditure
3,72,08,092.00	3,61,82,383.00	10,25,709.00



# ASSAM SCIENCE AND TECHNOLOGY UNIVERSITY

(A State University of Government of Assam constituted by "Assam Science and Technology University Act, 2009")

Tetelia Road, Near Assam Engineering College, Jalukbari, Guwahati-781013, Assam

Website: www.astu.ac.in

		ASTU/TENDER/CIVIL WORK/Part-II/2018/361/1149 dated 17/03/2021	ASTU/TENDER/CIVIL WORK/2018/361/ dated 07/04/2021
		ASTU/TENDER/CIVIL WORK/Part-II/2018/361/ dated 07/04/2021	ASTU/TENDER/CIVIL WORK/2018/361/1416 dated 12/04/2021
		ASTU/engg/PMRC-Meeting/2021/57/1960 dated 28/07/2021	ASTU/engg/PMRC-Meeting/2021/57/2054 dated 05/08/2021
(v)	Tender Opening Committee (133 <sup>rd</sup> to 162 <sup>nd</sup> )	30 nos of Tender Opening Committee were held	

## 16) The committee has been appraised the other financial proposal: [Agenda- 16]

Sl No	Particulars	About the proposal
1	Proposal for innovative funding	A proposal was submitted by ASTU for implementation for augmenting a scheme 'Support for Entrepreneurial and Managerial Development of MSMEs through incubator "through Business Technology Incubator of the Office of the Development Commissioner (MSME). The proposal has been approved vide letter No. F. No. 3(10)/Inc./7 <sup>th</sup> PMAC/2020-21 of the MSME. Support for the Entrepreneurial and Managerial Development of MSMEs through incubator Grant for Plant and Machinery shall be released only after approval of at least 2 Ideas by PMAC.
2	Creation of sustainability fund @ 8 % of the revenue every year	Sustainability fund will be created as per the requirement of year subject to availability of fund and it may be proposed to Govt. of Assam accordingly.
3	Maintenance of the Examination Software	A proposal was submitted by ASTU for implementation for augmenting a scheme 'Support for Entrepreneurial and Managerial Development of MSMEs through incubator "through Business Technology Incubator of the Office of the Development Commissioner (MSME). The proposal has been approved vide letter No. F. No. 3(10)/Inc./7 <sup>th</sup> PMAC/2020-21 of the MSME. Support for the Entrepreneurial and Managerial Development of MSMEs through incubator Grant for Plant and Machinery shall be released only after approval of at least 2 Ideas by PMAC. Rs. 3000/- (Rupees Three Thousand) only per day subject to the limit of Rs. 30,000/- (Rupees Thirty Thousand) Only per month maximum on the condition of three days' visit per week.
4	Bus Facilities	Invitation of the expression was invited for the Bus service for the Students & employees of ASTU. The lowest bidder found at Rs. 80,000.00 (Exclusive of GST) per month. The tentative revenue to be collected was estimated at Total of Rs. 14,000.00 (Rupees Fourteen Thousand) Only Per Month. Hence the facility has been kept in abeyance for further approval.

**TAX INVOICE**

Original for Recipient



**Assam Electronics Development Corporation Ltd.**  
 Industrial Estate, Bamunimaidan,  
 Guwahati - 781021, Assam, India  
 Phone: +91 361 2650111  
 GSTIN : 18AABCA7577N1Z1

**Invoice No: AMT/IT/2425/0008**  
 Invoice Date: 19/08/2024  
 Ref/PO No: ASTU/ERP/2020/666/9011  
 Ref/PO Date: 31/03/2023  
 Supply Date: 19/08/2024  
 Place of Supply: Assam (18)

**Recipient/Billed to**

Assam Science & Technology University  
 Jalukbari, Guwahati-13  
 Jalukbari, Guwahati,  
 State: Assam  
 State Code:18

**Details of Receiver**

Assam Science & Technology University  
 Jalukbari, Guwahati-13  
 State: Assam  
 State Code: 18

Sl.	Item Description	SAC	Qty.	Unit	Rate Per Item	Taxable Value	CGST		SGST		IGST		Total
							Rate	Amt.	Rate	Amt.	Rate	Amt.	
1	AMC for ASTU ERP Software for the Fourth Quarter of 2023-24 (January, February, March)	998313	1	No.	292000.00	292000.00	9.00	26280.00	9.00	26280.00	0.00	0.00	344560.00
<b>Total :</b>						292000.00		26280.00		26280.00		0.00	344560.00

**Total Invoice Value : Rs.344,560.00**

**Total Invoice Value (In Words) : Rupees Three Lakh Forty Four Thousand Five Hundred Sixty Only.**

Reverse Charges: NO



Account Name: Assam Electronics Development Corporation Ltd.  
 Account No: 33550423219  
 NEFT: 781002003  
 IFSC: SBIN0000221  
 Branch Code: 00221, SBI New Guwahati Branch

*Signature*

Authorized Signatory  
 (For AEDC Ltd.)

