

Subject: The matter regarding the installation, commissioning and maintenance of 100 MBPS of MPLS-VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior.

Under the subject cited above, it is to submit that the communication has been received from the vendor M/s Bharti Airtel Ltd. that they are requested for extension of project as per details given below:-

Logical_Ckt_ld	Account _Name	Billing address		
14128263	Registrar General, High Court of	Registrar General,		
,	Madhya Pradesh	High Court of M.P.		
14128256	Registrar General, High Court of	Registrar General,		
	Madhya Pradesh	High Court of M.P.		
14125862	Registrar General, High Court of	Registrar General,		
	Madhya Pradesh	High Court of M.P.		

The copy of e-mail is placed as per "Flag-A" for kind perusal, please.

In this regard, it is to submit that the Computer and e-Court Committee of the High Court in its meeting dated: <u>26th November</u>, <u>2021</u> has resolved to recommend as under:-

"The proposal of the lowest bidder M/s Bharti Airtel Limited be accepted regarding the installation, commissioning and maintenance of 100 MBPS of MPLS-VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior under the specifications, terms and conditions of the tender document. The administrative and financial

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sanction of Rs. 34,00,524/- (Rupees Thirty Four Lakh Five Hundred Twenty Four Only) be granted regarding the installation, commissioning and maintenance of 100 MBPS of MPLS VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior . The Work Order be issued to the vendor M/s Bharti Airtel Limited regarding the installation, commissioning and maintenance of 100 MBPS of MPLS VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior under the specifications, terms and condition of the tender document for total value of Rs. 34,00,524/-(Rupees Thirty Four Lakh Five Hundred Twenty Four Only) for the period of 02 years. The EMD of the bidder M/s Raitel Corporation of India Ltd. be returned accordingly."

Hon'ble Chief Justice vide order dated: 10.12.2021 has been pleased to permit to place the work order to the vendor M/s Bharti Airtel Limited regarding the installation, commissioning and maintenance of 100 MBPS of MPLS VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior under the specifications, terms and condition of the tender document for total value of Rs. 34,00,524/- (Rupees Thirty Four Lakh Five Hundred Twenty Four Only) for the period of 02 years.

Accordingly, the Registry of the High Court vide no. Reg(IT)(SA)/2021/1691, dated: 15.12.2021 has issued work order to the vendor M/s Bharti Airtel Ltd. regarding the installation, commissioning and maintenance of 100 MBPS of MPLS-VPN

sub:-Regi. installation, commissioning & mainter nance of 100 MBPS of MPLS-VPN connectivity in between H. Cof M.P. Jabalpul & Ita Bench al Indole & Coulaliot.

connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior.

The copy of e-mail is placed as per "Flag-B" for kind perusal, please.

In this regard, it is to submit that may permit to place the matter regarding the extension of leased line of Airtel installed at High Court of Madhya Pradesh, Jabalpur and Bench at Indore & Gwalior, before the I.T. & e-Courts Committee of the High Court for consideration and recommendations.

Therefore, may if approved: -

1. Permit to place the matter regarding the extension of leased line installed at High Court of Madhya Pradesh, Jabalpur and Bench at Indore & Gwalior before the I.T. & e-Courts Committee of the High Court for consideration and recommendations.

(-Imile as acomplete for tree appeal SPSA(SA)

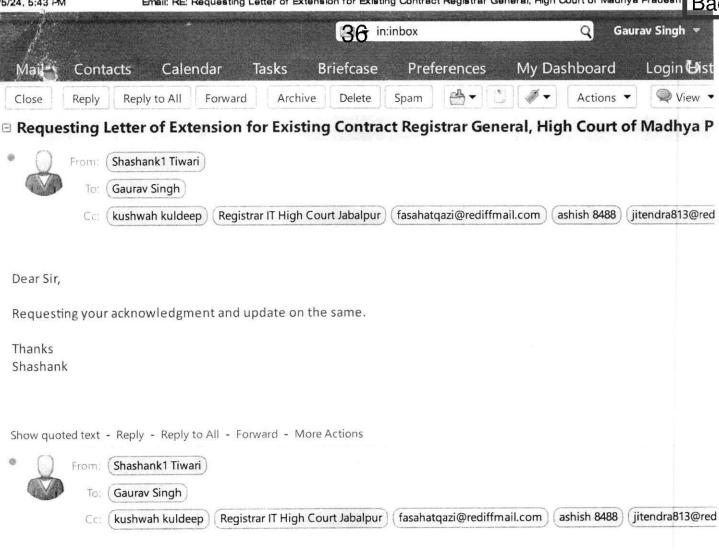
REGISTRAR GENERAL

15/2

HON'BLE SHRI JUSTICE ROHIT ARYA (CHAIRMAN, I.T. & E-COURTS COMMITTEE) 50

Dear Sir,

Greetings from Airtel,



As discussed with you in the meeting on 19/12/23, Requesting Extension of Contract for below LSI

Logical_Ckt_Id	Account_Name	Billing_Address
14128263	Registrar General, High Court of Madhya Pradesh	Registrar General High Court of Madhya Pradesh Jabalpur M.P.
14128256	Registrar General, High Court of Madhya Pradesh	Registrar General High Court of Madhya Pradesh Jabalpur M.P.
14125862	Registrar General, High Court of Madhya Pradesh	Registrar General High Court of Madhya Pradesh Jabalpur M.P.

Requesting letter of extension for above LSI.





HIGH COURT OF MADHYA PRADESH

PRINCIPAL SEAT - JABALPUR

No. Reg(IT)(SA)/2021/1691

Jabaipur, Dated:-.15||2|202|

:: WORK ORDER ::

To.

The Director, M/s Bharti Airtel Ltd. Malviya nagar, Near Raj Bhawan, Bhopal(M.P.)

Sub:-

Work order regarding the installation, commissioning and maintenance of 100 MBPS of MPLS-VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior.

Ref:- Tender no. Reg(IT)(SA)/2021/1014, dated: 20.07.2021.

Under the subject cited and with reference to above, it is to inform that your bid regarding installation, commissioning and maintenance of 100 MBPS of MPLS-VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior has been accepted by the High Court of Madhya Pradesh, Jabalpur for total value of Rs. 34,00,524/- (Rupees Thirty Four Lakh Five Hundred Twenty Four Only) under the specifications, terms and conditions of the tender document as per detail give below:-

Item Description	Basic Price	GST in Rs.	Total (in Rupees) (all inclusive)	Total (in Rupees) (all inclusive)
100 MBPS MPLS VPN bandwidth (1:1 dedicated), unshared,	2700000.000	486000.000	3186000.000	3186000.000
uncompressed/pure on clear channel, full duplex connection to the High			777	
Court of M.P., Jabalpur and its benches at Indore			1	

e-mail:-regithcjbp@mp.gov.in



Ph:-0761-2623358





HIGH COURT OF MADHYA PRADESH

PRINCIPAL SEAT - JABALPUR

r, Dated:
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	**		
151800.000	27324.000	179124.000	179124.000
30000.000	5400.000	35400.000	35400.000
0.000	0.000	0.000	0.000
		34,00,524/-	34,00,524/-
	30000.000	30000.000 5400.000	30000.000 5400.000 35400.000 0.000 0.000 0.000

Therefore, please send your authorize representative at High Court of Madhya Pradesh, Jabalpur within 07 days, to sign and execute the rate contract regarding the installation, commissioning and maintenance of 100 MBPS of MPLS-VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior accordingly.

REGISTRAR GENER

Ph:-0761-2623358

2



Ref. No. PM/3.1/F07 Rev. No. 02

LETTER OF COMMISSIONING

896946

Bharti Airtel Ltd

Airtel Centre - NCR, Plot No. 16

Udyog Vihar Phase IV, Gurgaon

Haryana 122015

Location: Registrar General, High Court of Madhya Pradesh, Jabalpur

Project Manager : Ravi Patidar

PO No (Customer PO): Reg(IT)(SA)/2021/1691

Date :15-Dec-2021

Ref: CRM Order ID & Logical Circuit ID (to be filled by Airtel official):

Date :31-Dec-2021

5210243 & 14125862

This is with reference to your request for letter of commissioning. We hereby acknowledge and confirm acceptance of the following:

1. All deliverables have been commissioned in accordance with our purchase order no, mentioned above.

2. Equipment supplied and the network commissioned has been functioning properly to our satisfaction.

The Service and Equipment Commissioning details are as follows:

BI TICC	Commissioning Offi	cial use for Airtei		Service Details			
Sr No.	Service No.	Primary Product Type/Service Name	RA Number	Connectivity from - to or Location, Description	Bandwidth (Capacity)	Commissioning Date	
1	17052815	MPLS	4066906	100 MBPS MPLS bandwidth charges at- High Court Of Madhya Pradesh ,53, Denning Rd, South Civil Lines, Jabalpur, Madhya Pradesh 482001 (23.1686A N, 79.9472A E) 482001	102400 KBPS	07-Mar-2022	
2	17052815	MPLS	4066906	MPLS - Other one time charge	102400 KBPS	07-Mar-2022	

		ssioning Details at use for Airtel	1.	Equip	ment Detail	<u> </u>	Γ	<u></u>
Sr No.		Primary Product	RA Number	Description	Location	Quantity	Sale / Rental	Commissioning Date
1	17052815	MPLS	4066906	Hardware charges at Hardware charges at High Court Of Madhya Pradesh ,53, Denning Rd, South Civil Lines, Jabalpur,Madhya Pradesh 482001 (23,1686A N, 79,9472A E) 482001	Bhopal	1	Sale	07-Mar-2022

We authorize Bharti Airtel Ltd to commence billing of services and charge rental (for equipment, if applicable) from the date of commissioning as indicated above.

Yours Sincerely,

Organisation: Registrar General, High Court of Madhya Pradesh

(For customer)

Sign, Name and designation & company seal.

Date:



Ref. No. PM/3.1/F07 Rev. 35. 02

896947

LETTER OF COMMISSIONING

To.

Bharti Airtel Ltd

Airtal Centre - NCR, Plot No. 16 Udyog Vihar Phase IV, Gurgaon

Haryana 122015

Location: Registrar General, High Court of Madhya Pradesh Indore

Project Manager: Ravi Patidar

PO No (Customer PO): Reg(IT)(SA)/2021/1691

Date :15-Dec-2021

Date :31-Dec-2021

Ref: CRM Order ID & Logical Circuit ID (to be filled by Airtel official):

5214024 & 14128256

This is with reference to your request for letter of commissioning. We hereby acknowledge and confirm acceptance of the following:

1. All deliverables have been commissioned in accordance with our purchase order no, mentioned above.

2. Equipment supplied and the network commissioned has been functioning properly to our satisfaction.

The Service and Equipment Commissioning details are as follows:

•	Official use for Airtel			Service Details			
Sr No.	Service No.	Primary Product Type/Service Name	RA Number	Connectivity from - to or Location, Description	Bandwidth (Capacity)	Commissioning Date	
1	17059258	MPLS	4066935	100 MBPS MPLS bandwidth charges at- ligh Court of Madhya Pradesh Bench at Indore Green Park Colony, South Tukoganj Indore, Madhya Pradesh 452001 (22.7192A N, 75.8737A E) 452001	102400 KBP\$	07-Mar-2022	
2	17059258	MPLS	4066935	MPLS - Other one time charge	102400 KBPS	07-Mar-2022	

Equipment Commissioning Details

	Offic	lal use for Airtal		Equipment Details				
Sr No.	Service No.	Primary Product Type/Service Name	RA Number	Description	Location	Quantity	Sale / Rental	Commissioning Date
1	17059256	MPLS	4066935	Hardware charges at High Court of Madhya Pradesh Bench at Indore Green Park Colony, South Tukoganj, Indore, Madhya Pradesh 452001 (22,7192A N. 75,8737A Et	Bhopai	1	Sale	07-Mar-2022 ^

We authorize Bharil Airtel Ltd to commence billing of services and charge rental (for equipment, if applicable) from the date of commissioning as indicated above.

Yours Sincerely,

Principal System Analysi

Organisation : Registrar Gerb@f.

High Could many shallesh At Indore

(For customer)

Sign, Name and designation & company seal.

Date:



Ref. No. PM/3.1/F07 Rev. No. 02

896948

LETTER OF COMMISSIONING

To.

Bharti Airtel Ltd

Airtel Centre - NCR, Plot No. 16 Udyog Vihar Phase IV, Gurgaon

Haryana 122015

Location: Registrar General, High Court of Madhya Pradesh Gwalior

Project Manager: Ravi Patidar

PO No (Customer PO): Reg(IT)(SA)/2021/1691

Date :15-Dec-2021

Ref: CRM Order ID & Logical Circuit ID (to be filled by Airtel official):

5214024 & 14128263

Date :31-Dec-2021

This is with reference to your request for letter of commissioning. We hereby acknowledge and confirm acceptance of the following:

- 1. All deliverables have been commissioned in accordance with our purchase order no, mentioned above,
- 2. Equipment supplied and the network commissioned has been functioning properly to our satisfaction.

The Service and Equipment Commissioning details are as follows:

Service Commissioning Details

	Offi	cial use for Airtel		Service Details			
Sr No.	Service No.	Primary Product Type/Service Name	RA Number	Connectivity from - to or Location, Description	Bandwidth (Capacity)	Commissioning Date	
1	17059266	MPLS	4066936	100 MBPS MPLS bandwidth charges at- HIGH COURT BENCH GWALIOR 066936 Narsingh Nagar, Sharda Vihar, Lashkar, Gwalior, Madhya Pradesh 474011 26.1989A N, 78.1938A E		07-Mar-2022	
2	17059266	MPLS	4066936	MPLS - Other one time charge	102400 KBPS	07-Mar-2022	

Equipment Commissioning Details

Official use for Airtel				Equipment Details				
Sr No.	Service No.	Primary Product Type/Service Name	RA Number	Description	Location	Quantity	Sale / Rental	Commissioning Date
1	17059266	MPLS	4066936	Hardware charges at HIGH COURT BENCH GWALIOR Narsingh Nagar, Sharda Vihar, Lashkar, Gwalior, Madhya Pradesh 474011 26,1989A N, 78,1938A E	Bhopal	1	Sale	07-Mar-2022

We authorize Bharti Airtel Ltd to commence billing of services and charge rental (for equipment, if applicable) from the date of commissioning as indicated above.

Yours Sincerely,

Organisation : Registrar General, High Court of Madhya Pradesh

(For customer)

Sign, Name and designation & company seal.

Date:

Subject:-02 The matter regarding the finalization of rates

and vendor for the installation,

commissioning and maintenance of 100

MBPS of MPLS VPN connectivity in between

High Court of Madhya Pradesh, Jabalpur and

its Bench at Indore and Gwalior.

Under the subject cited above, it is to submit that Hon'ble the Chief Justice vide order dated: 28.09.2021 has been pleased to permit to communicate both the vendors M/s Railtel Corporation of India and M/s Bharti Airtel Limited that to clarify regarding different format and description in their financial bids with reference to tender document.

The copy of order is placed as per "Flag-A" for kind perusal.

In this regard, it is submitted that as per approval the Registry of the High Court vide no. Reg(IT)(SA)/2021/1404, dated: 30.09.2021 has issued memo to the vendor M/s Bharti Airtel Ltd. and vide no. Reg(IT)(SA)/2021/1405, dated: 30.09.2021 memo to the vendor M/s Railtel Corporation of India Ltd. regarding to send clarification of financial bid submitted by them to the High Court.

Accordingly, we received reply from the vendor M/s Bharti Airtel Ltd. in the letter it is submitted by him that quoted rate in Row no 1 which 27, 00,000/- (basic) is price of Two years for all three Links i.e. 4, 50,000/-(Basic) per link per year, In row no. 2 one rate of Hardware is mentioned and in Row no. 3 One time installation charge is mentioned whereas Row no. 4 is blank/Zero



as we have already mentioned Total ARC price for 2 years for all three link in row no 1.

The detail is as given below:-

Item Description	Basic Price	GST in Rs.	Total (in Rupees) (all inclusive	Total (in Rupees) (all inclusive)	Clarification
100 MBPS MPLS VPN bandwidth (1:1 dedicated), unshared, uncompressed/pur e on clear channel, full duplex connection to the High Court of M.P., Jabalpur and its benches at Indore & Gwalior (two years)	2700000.00	486000.00 0	3186000.000	3186000.00	1)This is rate for two Years for all Three Links(Jabalpu r, Gwalior and Indore)i.e. 4,50,000(Basi c rate) per Link Per year and 13,50,000/-(Basic rate) for all three links Per Year i.e. Per Link ARC rate is 4,5L
Hardware charges, maintenance / upkeep charges	151800.00 0	27324.000	179124.000	179124.000	One Time Hardwar charges
One time Installation, commissioning, Testing and configuration charges	30000.000	5400.000	35400.000	35400.000	One Time installation charge
Annual Rental (recurring charges)	0.000	0.000	0.000	0.000	As we have already mentioned Annual Charges INR 13,50,000/- (Basic) per year for three Links and INR 27,00,000/- (Basic) for Two Year in first





3

XV-OR-15

	34,00,524.00 0	34,00,524.00 0	
			row of BOQ that's why have mentioned "0" Zero for this line item as we can't take Annual recurring charges Twice for same Link.

Also, the bidder M/s Raitel Corporation of India Ltd. has submitted the reply as under:-

Sr. No	Name of the vendor	M/s Railtel Corporation of India Limited	
	Item Description	Total (in rupees)(All inclusive)	
1	100 MBPS MPLS VPN Bandwidth (1:1 dedicated), unshared uncompressed /Pure on clear channel, full duplex connection to the High Court of MP, Jabalpur and Its benches at Indore and Gwalior (two Years)	0 (To clarify) Clarification- Item described is a service. Which is delivered to user on OPEX model only? In OPEX model only recurring charges are applicable. As one rate cannot be charged against two item description, hence 0 (Zero) was written.	
2	Hardware charges maintenance / upkeep charges	1062000	
3	One Time Installation Commissioning testing and configuration charges.	O (to clarify) Clarification - Item requirement is a service. Which is delivered to user on OPEX model only. In OPEX model, Installation Commissioning testing and configuration charges become a component of Annual Recurring charges. So same cannot be charged against two item description, hence 0	





(4)

XV-OR-152

			(Zero) was written.	
4	Annual Rental charges)	(Recurring	3927375	

The matter was discussed in the meeting.

The Computer and e-Court Committee of the High Court in its meeting dated: <u>26th November</u>, <u>2021</u> has resolved to recommend as under:-

"The proposal of the lowest bidder M/s Bharti Airtel Limited be accepted regarding the installation. commissioning and maintenance of 100 MBPS of MPLS-VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior under the specifications, terms and conditions of the tender document. The administrative and financial sanction of Rs. 34,00,524/- (Rupees Thirty Four Lakh Five Hundred Twenty Four Only) be granted regarding the installation, commissioning and maintenance of 100 MBPS of MPLS VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior . The Work Order be issued to the vendor M/s Bharti Airtel Limited regarding the installation, commissioning and maintenance of 100 MBPS of MPLS VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior under the specifications, terms and condition of the tender document for total value of Rs. 34,00,524/-(Rupees Thirty Four Lakh Five Hundred Twenty Four Only) for the period of 02 years. The EMD of the bidder M/s Raitel Corporation of India Ltd. be returned accordingly."



Therefore, may if approved:-

- Approve the minutes and recommendations of the Computer and e-Court Committee meeting dated: 26th November, 2021.
- 2. Permit to accept the bid of the lowest bidder M/s Bharti Airtel Limited regarding the installation, commissioning and maintenance of 100 MBPS of MPLS-VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior under the specifications, terms and conditions of the tender document.
- 3. Grant the administrative and financial sanction of Rs. 34,00,524/- (Rupees Thirty Four Lakh Five Hundred Twenty Four Only) regarding the installation, commissioning and maintenance of 100 MBPS of MPLS VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior.
- 4. Authorize the SPSA(SA) / CPC to sign and execute the contract with the vendor M/s Bharti Airtel Limited regarding the installation, commissioning and maintenance of 100 MBPS of MPLS VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and



Sub: - Regarding Analization of makes and vendon from the

Gwalior on behalf of High Court of Madhya Pradesh, Jabalpur.

- 5. Permit to place the work order to the vendor M/s Bharti Airtel Limited regarding the installation, commissioning and maintenance of 100 MBPS of MPLS VPN connectivity in between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior under the specifications, terms and condition of the tender document for total value of Rs. 34,00,524/- (Rupees Thirty Four Lakh Five Hundred Twenty Four Only) for the period of 02 years
- 6. Permit to return EMD of the bidder M/s Raitel Corporation of India Ltd. accordingly.

7. Pass any other order as Hon'ble deem appropriate.

(F.H. QÁZI) SPSA(SA)

OSD(ACCOUNTS)

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REGISTRAR GENERAL

Honble Sir, submitted for Kind orders

10161

HON'BLE THE CHIEF JUSTICE





AGREEMENT

मध्य प्रदेश MADHYA PRADESH

BN 700405

PREAMBLE:-

This contract is made on <u>28/01/2022</u> between the High Court of Madhya Pradesh, herein after referred to as 'High Court' (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) acting through **SPSA** (**SA**) / **CPC** of the one part and M/s Bharti Airtel Ltd., Malviya Nagar, Near Raj Bhawan, Bhopal (M.P.)herein after referred to as 'M/s Bharti Airtel Ltd.' (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) acting through **Shri Tarkeshwar Tiwari, Manager**,M/s Bharti Airtel Ltd. of the other part.

WHEREAS the Registrar General, High Court of Madhya Pradesh is desirous of giving a job contract for providing 100 MBPSMPLS VPN connectivity on uncompressed, un-shared basis (1:1 dedicated) arrangement at High Court of Madhya Pradesh Jabalpur and its Bench at Indore & Gwalior and whereas M/s Bharti Airtel Ltd. has offered to provide the above mentioned service on the terms and conditions hereinafter stated.

SPSA(SA)

WHEREAS M/s Bharti Airtel Ltd. has represented that it is a registered/authorized MPLS VPN Service Provider registered with DOT and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out M/s Bharti Airtel Ltd. at his own expenses, etc. and M/s Bharti Airtel Ltd. shall report the compliance thereof to the High Court of M.P., Jabalpur. M/s Bharti Airtel Ltd. shall be solely liable for any violation of the provisions of any Act or any other statutory provisions.

WHEREAS Registrar General, High Court of Madhya Pradesh has agreed to award the contract of 100 MBPS MPLS VPN on uncompressed, un-shared line (1:1) at High Court of Madhya Pradesh Jabalpur and its Bench at Indore and Gwalior.

AND WHEREAS M/s Bharti Airtel Ltd. has agreed to furnish to the High Court of Madhya Pradesh deposit 10% of the amount by way of Unconditional Bank Guarantee.

This Agreement consists of the following documents deemed to form and read and construed as a part of this agreement and in case of conflict of wording, in the following order of priority:-

- a. Tender No. Reg(IT)(SA)/2021/1014, Jabalpur, dated: 20-07-2021.
- b. Work Order No. Reg(IT)(SA)/2021/1691, Jabalpur, dated: 15-12-2021.
- c. All correspondence done in this regard.
- d. Rate Schedule:-

SPSA(SA)
HIGH COURT OF M.F
JABALPUR

Item Description	Basic Price 50	GST in Rs.	Total (in Rupees) (all inclusive)
100 MBPS MPLS VPN bandwidth (1:1 dedicated), unshared, uncompressed/pure on clear channel, full duplex connection to the High Court of M.P., Jabalpur and its benches at Indore & Gwalior (two years)	27,00,000/-	4,86,000/-	31,86,000/-
Hardware charges, maintenance/ upkeep charges	1,51,800/-	27,324/-	1,79,124/-
One time Installation, commissioning, Testing and configuration charges	30,000/-	5,400/-	35,400/-
Annual Rental (recurring charges)	0.000	0.000	0.000
Name of the state			Rs.34,00,524/- (Rupees Thirty Four Lakh Five Hundred Twenty Four only)

Now, Therefore by these articles and on the premises mentioned above, the parties have agreed to as under:-

A. GENERAL CONDITIONS:-

1. That it is expressly understood and agreed between the parties to this Agreement that the service of 100 MBPS MPLS VPN connectivity on uncompressed, unshared line (1:1) at High Court of Madhya Pradesh, Jabalpur and its benches at Indore & Gwalior for all intents and purposes shall remain under the control and supervision of the Registrar General, High Court of Madhya Pradesh, Jabalpur.

- 2. Hardware/software supplied should be with onsite comprehensive warranty for part of contract for all parts after satisfactory installation. M/s Bharti Airtel Ltd. should maintain and repair the system during the warranty period free of cost. The defects, if any shall be attended to on immediate basis but in no case any defect should prolong for more than one hour.
- The payment of MPLS VPN connectivity charges will be made onquarterly basis.
- 4. That on taking over the responsibility of providing MPLS VPN connectivity on uncompressed, unshared line, M/s Bharti Airtel Ltd. shall formulate the mechanism in consultation with Registrar General, High Court of Madhya Pradesh or his authorized officer to ensure that there is no loss of bandwidth and shall review from time to time and advise the Registrar General, High Court of Madhya Pradesh for further streamlining the MPLS VPN Service. M/s Bharti Airtel Ltd. shall further be bound by and carry out the directions/instructions given to him by the Registrar General, High Court of Madhya Pradesh or the officer designated by the Registrar General, High Court of Madhya Pradesh in this respect from time to time in connection with the service.

The Registrar General, High Court of Madhya Pradesh or any other person authorized by him shall be at liberty to carry out surprise check on the service.

- That in case the service provided by M/s Bharti Airtel Ltd.does not come up to the mark, M/s Bharti Airtel Ltd. shall take all necessary action to rectify the problem for optimal service.
- M/s Bharti Airtel Ltd. will submit weekly status report of performance of MPLS VPN connectivity.
- B. M/S BHARTI AIRTEL LTD.(SERVICE PROVIDER'S)
 OBLIGATIONS:-

HIGH COURT OF WILL

- 1. That M/s Bharti Airtel Ltd shall provide 100 MBPS MFLS VI N connectivity on uncompressed, unshared line (1:1) at High Court of Madhya Pradesh Jabalpur and its benches at Indore & Gwalior.
- That M/s Bharti Airtel Ltd. must undertake end-to-end responsibility with 99% uptime. The SLA should be part of the proposal.
- That M/s Bharti Airtel Ltd. shall provide suitable software for monitoring and recording the uptime for MPLS VPN line.
- That M/s Bharti Airtel Ltd. shall provide router and other Hardware infrastructure.
- That M/s Bharti Airtel Ltd. shall move the equipment from one location to another location within High Court of M.P., Jabalpur, if required, without any financial implications to Registrar General, High Court of Madhya Pradesh Jabalpur.
- 6. The response time for attending the faults will be half an hour (30 minutes) after they are reported to M/s Bharti Airtel Ltd. (service provider). M/s Bharti Airtel Ltd. will rectify the faults within 01 hours, failing which for every 1% down time a month, whenever the uptime goes below 99%, one extra full day service should be provided. If the uptime goes below 90%, the Registrar General, High Court of Madhya Pradesh Jabalpur has the right of cancellation of work order and revocation of the bank guarantee.

C. PENALTIES / LIABILITIES

1. That M/s Bharti Airtel Ltd. shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency.

S-P S A (SA) th

2. That if M/s Bharti Airtel Ltd. violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Registrar General, High Court of Madhya Pradesh Jabalpur a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular quarter shall be imposed.

D. COMMENCEMENT AND TERMINATION

- That this agreement shall come into force w.e.f <u>07-03-2022</u> and shall remain in force for a period of two year OR the duration as decided by the High Court. This agreement may be extended on such terms and conditions as are mutually agreed upon.
- That this agreement may be terminated on any of the following contingencies:
 - a) On the expiry of the contract period as stated above.

b) By giving one month's notice by Registrar General, High Court of M.P., Jabalpur on account of:

committing breach by M/s Bharti Airtel Ltd. of any of the terms and conditions of this agreement.

- ii) On assigning the contract or any part thereof to any subcontractor by M/s Bharti Airtel Ltd. without written permission Registrar General, High Court of Madhya Pradesh Jabalpur.
- iii) without assigning any reason.

On M/s Bharti Airtel Ltd. being declared insolvent by competent Court of Law.

SPSA(SA)
HIGH COURT OF M.P.
JABALPUR

During the notice period for termination of the contract, in the situation contemplated above, M/s Bharti Airtel Ltd. shall keep on discharging the service as before till the expiry of notice period.

It shall be the duty of M/s Bharti Airtel Ltd. to remove all the hardware and software, equipments installed by him on termination of the contract.

E. ARBITRATION

- In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Registrar General, High Court of Madhya Pradesh Jabalpur.
- 2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred of vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Registrar General, High Court of Madhya Pradesh Jabalpur shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the
- The Arbitrator may give interim award(s) and/or directions, as may be required.
 - Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

SPSA(SA)
HIGH COURT OF M.S
JABALPUR

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written. (Tarkeshwar Tiwari) (F.H. Qazi) SPSA (SA) SPSA (SIAFACPOR Manager, M/s Bharti Airtel Ltd. Malviya Nagar, Near Raj Bhawan, High Court of M.P. Jabalpur Bhopal (M.P.)

Witness:

1. Aroob Gharai Aroob Aroob Aroob Gharai Aroob Aroob Aroob Gharai Aroob Aroob Aroob Aroob Aroob Aroob Aroob Aroob Aroob Ar

ADVOCATE & NOTARY BHOPAL DISTRICT BHOPAL

2 8 JAN 2022

