



पश्चिम बंगाल WEST BENGAL

76AA 171706

## SERVICE LEVEL AGREEMENT

To ensure an acceptable level of quality of service, BSNL/MTNL proposes to offer following terms in service level agreement.

### A. GENERAL CONDITIONS

1. The service window is from 10.00 hrs. to 18.00 hrs. on all working days (i.e. except Sundays and Gazetted holidays). Best efforts would be made for booking fault rectification outside the service window also but the period will not be considered for calculation of rebate.

Chatterjee 20/11/14

महा प्रबंधक, दूरसंचार  
भारत संचार निगम लिमिटेड  
GNT, BSNL, PH. NO. 22003  
Assesol, Fax No. 2204340

REGISTRAR  
THE UNIVERSITY OF BURDWAN  
BURDWAN-713104  
21/3/14

ক্রমিক নং ..... 3016 ..... তার ..... 12-3-13  
ক্রেতার নাম ..... SR.G.M.T.B.S.NL Anannol  
ঠিকানা ..... Burdwan.

মূল্য .....  
বর্ধমান ১নং ট্রেন্ড ৪ হইতে বর্ধমান তার ..... 13 MAR 2014

ট্রান্সপ. ডেপু. ২ ১৫ হাজরা,  
জজ কোর্ট, বর্ধমান  
লাইসেন্স নং-৭/১৯৮৫

স্বাক্ষরের স্বাক্ষর- সুসংসদ

## STATE LEVEL AGREEMENT

Whereas the Government of India has decided to implement the State Level Agreement for the purpose of providing a better service to the public.

### TERMS AND CONDITIONS

The Government of India has decided to implement the State Level Agreement for the purpose of providing a better service to the public. The Government of India has decided to implement the State Level Agreement for the purpose of providing a better service to the public.

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স্বাক্ষরিত জাতিগত  
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১২/৩/১৩  
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2. Causes of downtime of circuits/links include but are not limited to:-

- a. Leased Circuit equipment (i.e. NTU) failures supplied by BSNL/MTNL to CUSTOMER.
- b. Circuit outage (at BSNL/MTNL end only)
- c. Leased Circuit device hardware failure/mal-function.
- d. Power outage (in BSNL/MTNL).
- e. Human error (in BSNL/MTNL).
- f. Process failure (in BSNL/MTNL).
- g. Local loop failure between the BSNL/MTNL MPLS node and Customer's premises, wherever applicable.

Downtime ends upon the successful transmission of data to and from such site or Circuit.

## **B. CUSTOMER'S RESPONSIBILITY**

1. Any fault duration (i.e. downtime) shall be calculated from the time of fault is reported and a fault docket number is issued to customer.
2. The Institute will ensure availability of staff (especially during the service window) who are capable of dealing with the MPLS Circuit equipment/Router. The period in which CUSTOMER premises is found closed or no staff is available when BSNL/MTNL staff visit the premises for testing or want to test the circuit from BSNL/MTNL location will be excluded from fault duration.
3. The CUSTOMER shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance in BSNL staff all the time.
4. In addition to the above the following shall be excluded from fault duration:
  - i. Un-availability of circuit due to power failure at CUSTOMER end.
  - ii. Un-availability of circuit due to mis-handling of BSNL equipment (NTU) or any cables attached to such equipment at CUSTOMER end.
  - iii. Un-availability of circuit due to fault in CUSTOMER Premises Equipment (CPE) network.
  - iv. Un-availability of circuit due to the fault in the outdoor network of BSNL by third parties.

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GMT, BSNL, PH. NO. 2250201  
Assnsol, Fax No. 2254343

- v. Un-availability of circuit due to the force majeure.
- vi. Fault duration outside service window, if fault is booked after service window period.
- vii. Un-availability of circuit due to Planned Service Outages or Routine Maintenance not more than 4 hours in a month. BSNL/MTNL shall provide advance notice prior to conducting any scheduled maintenance.
- viii. Interruptions during any period when the Customer chooses/elects not to release the service for testing or repair and continues to use the Service on an impaired basis.
- ix. Interruptions not more than 4 hours in a month during any period when the Customer has not released the service BSNL/MTNL for maintenance or for the implementation of a Customer Service Request.
- x. Interruption caused for the negligence of the customer including the provision of in-accurate information.

### C. PROCEDURE OF FAULT BOOKING

1. Customer shall book the fault on assigned number of MPLS NOC viz. \*1800-425-1957\* (prescribed number for MPLS fault/complaints). (Date and Time of booking of fault shall be taken as reference for the purpose of calculation of duration of non-availability of circuit).
2. WHERE the Customer is unable to find a BSNL/MTNL representative on the number assigned above, the fault can be booked on 080-25804444/2580, 7777 which will work as alternate number in such emergency. Status/Fault report generated by BSNL/MTNL, MPLS network (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.
3. Normally a fault docket number will be provided to the CUSTOMER from BSNL/MTNL on booking of fault.
4. Call Centre number 1500 shall be utilized for booking of faults pertaining to VPNoBB or internet.
5. For faults pertaining to campus LAN in the universities, separate contact nos. of the LAN vender will be provided to the individual coordinators.

*Chatterjee* 21/3/14

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## D. SLA CONDITIONS

### 1. SLA for MPLS VPN

1. BSNL/MTNL, shall ensure proper functioning of MPLS VPN circuits for an uptime of 99% on per link per year basis.
2. Uptime is defined as below:

$$\text{Uptime (in \%)} = \frac{(\text{Total No. of hours in the year} - \text{Total downtime in hours}) * 100}{\text{Total No. of hours in the year}}$$

3. The latency measured as the round trip time from any anywhere to anywhere with the BSNL/MTNL MPLS Core network shall be within 150 ms.
4. The Packet Loss within BSNL/MTNL MPLS core network shall be  $\leq 1\%$ .
5. The Jitter within the BSNL/MTNL MPLS Core network shall be  $\leq 50$  ms.

For the purpose of measurement, 'downtime' or "fault duration" constitutes any period of time during which the MPLS Circuit is unavailable for the utilization of the Customer due to the reasons assignable to BSNL/MTNL MPLS network.

### 2. VPN over BROADBAND

A download speed of 512kbps would be assured.

- Upload of 512kbps also would be provided.
- The above mentioned band width would be maintained for at least 18 hours in a day.
- The above band width would be assured up to BSNL/MTNL Server only and it will not be binding on the BSNL/MTNL to provide the same band width from Server out side the network. This means that the customer would not insist on the speed mentioned above for the download from the server located outside BSNL/MTNLs network whose performance BSNL/MTNL has no control over.

*(Signature)* / 21/3/14

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Asansol, Fax No. 2254343

### 3. Internet Bandwidth

1. **Through put:** The BSNL/MTNL shall guarantee a through put of an un-contended band width (1:1) as measured on physical layer. Starting from 5 GBPS, it would reach up to 30GBPS progressively. A through put of bandwidth on 1:1 full duplex (both ways) on 24 hours X 7 days basis would be provided by BSNL/MTNL. BSNL/MTNL would ensured that the defined band width to nearest BSNL/MTNL server is available for 95% of the time.
2. **Round Trip Delay (RTD):-** Shall be measured by computing the average RTD for 1000 (one thousand) pings (with acknowledge for each previous packet received) of sixty four (64) bites each. In case of international internet band width, this will be measured from BSNL/MTNL gateway Router to the TRI ISP in USA, Europe or Asia Specific where the BSNL/MTNL link will be terminated.

#### RTD Summary:-

Sl. No.	Location	From BSNL Gateway Router International internet band width
1	USA	350 msec
2	Europe (UK)	275 msec.
3	Asia Pacific (Hong Kong)	200 msec.
4	Asia Pacific (Singapore)	150 msec.
5	Asia Pacific (Japan)	250 msec

3. **Packet Loss:** Shall be measured by computing the percent packet loss of one thousand (1000) pings (with acknowledge for each previous packet received) of sixty four (64) bytes each. At any point of time during the contract period, the packet loss shall be less then 1%. In case of international internet Bandwidth, this will be measured from BSNL/MTNL gateway router to the Tier 1 ISP in USA, Europe, Asia Pacific where the BSNL/MTNL link will be terminated.

The service shall assumed to be unavailable or down for – with the occurrence of first Severely Erroed Second (SES) of 10 consecutives SES.

④ *haldopadhyay* / 21/3/14

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- Internet Bandwidth IP Port in India. If any or a combination of the three parameters namely **throughput, RTD and packet loss** is not met continuously for a period of thirty minutes. Each slab of down time of unavailability of thirty minutes or part thereof observed over period shall be taken into account for calculating the liquidated damages for service degradation.

### Planned Outage

The planned Outages will be aimed only to maintain and/or to improved the network performance and/ or in enhance and / or to upgrade the network as a whole or any party of it.

The planned outages per site will not exceed four hours in any month. Any excess outage beyond 4 hours shall be included in service unavailability for the purpose of calculating liquidated damages.

The outages due to planned engineering works shall be excluded from the scope of penalties.

#### 4. Connectivity to National Knowledge Network ((NKN)

- As the connectivity is proposed via 1Gps MPLS links, SLA terms of MPLS links would be applicable here.

#### 5. LAN Setup in Universities and Colleges

- **Uptime:** The uptime for active components would be 95% for the LAN networks provided in Colleges and Universities.
- Faults in the wiring etc. would be attended within 48 hours of reporting.
- The life span of Routers, Switches etc. would be 5 years and for passive components in the network, life span would be 12 years. BSNL/MTNL shall ensure these life span, via Venders employed for maintenance of LAN Networks.
- Any new provisioning requirement would be completed within five working days.
- **Spares:** Adequate spares for switches (not less than one) would be maintained for any emergency/maintenance requirements in each location.

*Chattopadhyay / 21/3/14*

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GMT, BSNL, PH. NO. 2300303  
Asansol, Fax No. 2254343

## E. PROCESS TO BE CARRIED OUT BY BSNL/MTNL

### **Restoration of faults.**

- i. On receipt of complaints, BSNL/MTNL shall make its best efforts to localize the faults and restore the same at the earliest. The CUSTOMER shall provide all necessary support for enabling testing of the circuit at any hour of the day.
- ii. In case the CUSTOMER is unable to provide necessary facilities to BSNL/MTNL, BSNL/MTNL will test the circuit on its network to the last point feasible and clear the fault docket after rectification of the fault. Circuit shall be presumed to be restored when BSNL/MTNL has tested the circuit and cleared the fault docket after finding that the circuit is capable of working properly. The fault duration shall be accounted accordingly.
- iii. Fault should be booked within the (service window). Faults booked within the service window shall normally be attended on the same day. However, for fault booked beyond the service window, BSNL/MTNL will make all efforts (from the NOC/Node, other field unit) to restore the circuit during night, to the extent feasible, the fault restoration work shall in any case be resumed during the (service window) on the next day.
- iv. **Escalation matrix for the faults would be as follows:**
  - a. Level1: Call Centre Numbers as provided above.
  - b. Level2: Account Manager in each SSA under overall charge of SSA head.
  - c. Level3:- GM in-charge of Broadband at each circle headquarters.

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## F. PENALTY

The maximum rebate shall be limited to 5% of the annual rental of each service for the lowest of the Bandwidth availed during the period of SLA.

Chatterjee/21/3/14  
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भारत संचार निगम लिमिटेड  
GMT, BSNL, PH. NO. 2300300  
Asansol, Fax No. 2254343

### MPLS-VPN/Internet Bandwidth

- If the service uptime for the applicable year is below uptime guaranteed, then a rebate of 0.2% of the rental of the service per month shall be given for every 10 hours or part thereof downtime in excess of 88 hours in one year. For this purpose the number of days in a year is taken as 365 leading to total duration of 8760 hours per year provided the billing will be pro-rata i.e., consumer will be charged only proportionately to the service provided in a month.

### VPN over Broadband

- Faults for the purpose of penalty calculation would be counted if the same are not attended within 3 days, beyond this period, a rebate of 0.33% per day shall be applicable.

### LAN Maintenance

- For active components, per rebate of 0.2% of the AMC Charge beyond guaranteed uptime will be provided.
- For wiring faults extending beyond 2 days and affecting more than 10% of the nodes in a particular site, per day rebate of 0.2% of the AMC charge will be provided.

### FORCE MAJEURE

Neither BSNL/MTNL nor the CUSTOMER shall be liable to each other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond control of BSNL/MTNL or the CUSTOMER including but not limited to fire (including failure or reduction), acts of God, acts of public enemy, war, insurrections, riots, strikes, lock out, sabotage, any law, statute of ordinance, thereof of any other local authority, or any complaints therewith or any other causes, contingencies of circumstance similar to the above. Either party shall promptly but later than thirty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months, both parties agree upon the equitable solution for termination of the this agreement or otherwise decide regarding course of action to be adopted.

*(Signature)* 21/3/14  
महा प्रबंधक, दूरसंचार  
भारत संचार निगम लिमिटेड  
GMT, BSNL, PH. NO. 2300303  
Asansol, Fax No. 2254343

## Arbitration

In the event of any dispute or difference relating to the interpretation and application of this Agreement /MoU or the breach, termination or in-validity thereof, the parties shall at first instances endeavour to amicably resolved/reconcile by mutual discussion/reconciliation in good faith. If the dispute or difference, breaches and violation arising from or related to Agreement/MoU can not be resolved within 60 (sixty) days of commencement of reconciliation/discussion, in such case, the same shall be referred to by either party for arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, in-charge of Department of Public Enterprises. The Arbitration and conciliation act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of award to the Law Secretary, Department of Law Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.


IN WITNESS whereof the Parties by the hand of duly authorized representative signed this SLA on the                      day of                      2014.

**These presents of on the day of month and year mentioned above.**

 21/3/14

Sr. General Manager Telecom.  
BSNL, Asansol, Telecom District


महा प्रबंधक, दूरसंचार  
भारत संचार निगम लिमिटेड  
GMT, BSNL, PH. NO. 2300303  
Asansol, Fax No. 2284343

 21/3/14.

University of Burdwan

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THE UNIVERSITY OF BURDWAN  
BURDWAN-713104

*witness*

 21.3.14



**RailTel Corporation of India Limited**  
(A Government Of India Undertaking, Ministry Of Railways)

**Tax Invoice**

RCIL Address for state West Bangal:- 16Th Floor |Chatterjee International Centre, 33A Jawaharlal Nehru Road Kolkata 700071

<b>CUSTOMER BILL TO</b>
<b>Customer Name:</b> University of Burdwan <b>Address:</b> Computer Centre Computer Centre, University of Burdwan, Golapbag, Burdwan, Burdwan, West Bengal, 713104
<b>CUSTOMER Supply Address</b>
<b>State Code:</b> 19 and <b>State :</b> West Bangal

<b>Invoice No. :</b>	2119103621
<b>Invoice Date :</b>	09-NOV-2021
<b>Payment Terms :</b>	IMMEDIATE
<b>Customer PO No.</b>	COMP/BS/60/93(2021-22) dtd. 14/09/2021
<b>Service Type :</b>	IBW
<b>Sales Order No.</b>	2100006761
<b>Billing Cycle :</b>	Annual
<b>Billing Period :</b>	09-NOV-2021 TO 08-NOV-2022

<b>Customer Details</b>	
<b>Customer PAN No. :</b>	XXXXXXXXXX
<b>Customer TAN No. :</b>	CALT03116B
<b>Customer GSTIN/UIN No.:</b>	19XXXXXXXXXXXXXX

<b>RailTel Details</b>	
<b>Bank Name- Union Bank of India</b>	<b>IFSC Code -</b> UBIN0540161
<b>Bank Account No.</b>	401601010519491
<b>GSTIN : 19AABCR7176C1ZA</b>	<b>PAN: AABCR7176C</b>

S.No	Goods/Service	HSN/ SAC	Location from	Location To	Circuit ID	DOC	Quantity	UOM	Unit Rate	Billing Amount
1	Internet Port Charge - Gold (1:1) - 100 Mbps	998422	Golapbag Computer Centre	...	575717	09-NOV-2021	1	MB	800000	800000

Whether Tax is Payable under Reverse Charge (Yes/No)

**Amount in words:** Nine Lakh Forty-Four Thousand Only

**Comments:** Comments-

<b>Gross Value</b>	800000
<b>CGST@9%</b>	72000.00
<b>SGST@9%</b>	72000.00
<b>Total Invoice Amount</b>	<b>944000.00</b>

(Authorized Signatory.)  
Mr. Deepak Kumar Sancheti



**RailTel Corporation of India Limited**  
**(A Government Of India Undertaking, Ministry Of Railways)**

**Terms and Conditions.**

1. Being Government of India Undertaking, GST TDS is exempted vide Notification No. 73/2018 Dated 31-Dec-2018.
2. TDS May be deducted as per provision of Income Tax Act 1961 of the invoice value (Excluding GST Tax).
3. If payment is not released by due date then interest @15% (or as per agreement) will be charged from the above mentioned due date of payment. GST payable in addition at applicable rates.
4. Amount of TDS required to be deducted by the deductee to Income Tax Department and the same should reflect in the 26AS statement of RailTel. If not reflected then a debit note will be issued equivalent to the amount of TDS for the realization of the same.
5. While Making payment full details of TDS and invoice along with recovery if any to be informed to RailTel (Invoice Section).



**RailTel Corporation of India Limited**  
(A Government Of India Undertaking, Ministry Of Railways)

**Tax Invoice**

RCIL Address for state West Bangal:- 16Th Floor |Chatterjee International Centre, 33A Jawaharlal Nehru Road Kolkata 700071

<b>CUSTOMER BILL TO</b>
<b>Customer Name:</b> University of Burdwan <b>Address:</b> Computer Centre Computer Centre, University of Burdwan, Golapbag, Burdwan, Burdwan, West Bengal, 713104
<b>CUSTOMER Supply Address</b>
<b>State Code:</b> 19 and <b>State :</b> West Bangal

<b>Invoice No. :</b>	2119103601
<b>Invoice Date :</b>	22-NOV-2021
<b>Payment Terms :</b>	IMMEDIATE
<b>Customer PO No.</b>	COMP/BS/60/93(2021-22) dtd. 14/09/2021
<b>Service Type :</b>	IBW
<b>Sales Order No.</b>	2100006669
<b>Billing Cycle :</b>	Annual
<b>Billing Period :</b>	21-AUG-2021 TO 20-AUG-2022

<b>Customer Details</b>	
<b>Customer PAN No. :</b>	XXXXXXXXXX
<b>Customer TAN No. :</b>	CALT03116B
<b>Customer GSTIN/UIN No.:</b>	19XXXXXXXXXXXXXX

<b>RailTel Details</b>	
<b>Bank Name-</b> Union Bank of India	<b>IFSC Code -</b> UBIN0540161
<b>Bank Account No.</b>	401601010519491
<b>GSTIN :</b> 19AABCR7176C1ZA	<b>PAN:</b> AABCR7176C

S.No	Goods/Service	HSN/ SAC	Location from	Location To	Circuit ID	DOC	Quantity	UOM	Unit Rate	Billing Amount
1	Internet Port Charge - Gold (1:1) - 20 Mbps	998422	Rajbati, Contraller of Examinations Department	...	483915	01-NOV-2017	1	MB	300000	300000

Whether Tax is Payable under Reverse Charge (Yes/No)

**Amount in words:** Three Lakh Fifty-Four Thousand Only

**Comments:** Comments-

<b>Gross Value</b>	300000
<b>CGST@9%</b>	27000.00
<b>SGST@9%</b>	27000.00
<b>Total Invoice Amount</b>	<b>354000.00</b>

(Authorized Signatory.)  
Mr. Deepak Kumar Sancheti



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5. While Making payment full details of TDS and invoice along with recovery if any to be informed to RailTel (Invoice Section).