

ONE PART

കേരളം കേരള KERALA

DU 0285

KANNUR TELECOM DISTRICT

Service Level Agreement for Internet Leased Line

Preamble

This agreement, herein after called the Service Level Agreement (SLA), is made on the day of Wednesday 17/08/2022 to be effective from 24/11/2021 between ASSISTANT GENERAL MANAGER(EB), BHARATH SANCHAR NIGAM LTD ,Kannur Telecom District having office at BSNL Bhavan, South Bazar, Kannur-2 (herein after called BSNL) of the ONE PART and Vimal Jyothi Engineering College ,Chemperi ,Sreekandapuram having office at Chemperi Sreekandapuram and registered office at Sreekandapuram (herein after called SUBSCRIBER which expression shall unless repugnant to the context, includes its successors in business, legal representatives and administrators or permitted assigns) of OTHER PART.

[Signature]
Assistant General Manager (EB)
Bharath Sanchar Nigam Ltd
Kannur Telecom District

[Signature]
MANAGER to James Chy Hank
VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI SREEKANDAPURAM

General Manager, BSNL, Kannur

05/08/2022



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NOW THE AGREEMENT WITNESSETH as follows;

1. Contract period

The validity of this contract shall be three year. The contract period can be extended by mutual agreement of both sides. BSNL reserves the right to revise the terms of SLA at the time of extension.

Circuit Details

Sl. No	Leased circuit bandwidth	'A' end address	'B' end address	Date of commissioning	Due date of billing	Effective date of SLA
1	600Mbps (1:4) ILL	Vimal Jyothi Engineering college, Chemperi, Sreekandapuram	Kannur	24/11/2021	23 days from the date of issue of Bill	24/11/2021

Stamp

സഹായക മാനേജർ (ഇ.ടി)
 Assistant General Manager (EB)
 മനുഷ്യവൽക്കരണ വിഭാഗം
 O/o. General Manager, Information
 കമ്പ്യൂട്ടർ സെക്ഷൻ / മനുഷ്യവൽക്കരണ

MANAGER
 YOUR ENGINEERING COLLEGE
 CHEMPERI, KANNUR DIST
 KANNUR DIST

Fr. James Chellappan

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2. General Conditions

2.1 This agreement is applicable to the **Internet Leased line circuit** leased by the SUBSCRIBERS as per details in Annexure A.

2.2 During the period of SLA BSNL shall ensure proper functioning of leased circuits for an **uptime of 99.00%** .Uptime defined as below:

Uptime (in %) = Total number of hours in the year-total downtime (in hours)*100

Total number of hours in year

2.3 For the first month SLA (Entered for the first time) will be taken as "proving in " period. Through BSNL shall maintain the circuit to the highest possible efficiency during this period no rebate as mentioned in clause 6 shall be applicable.

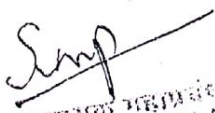
2.4 The SLA will be for the Internet Leased Line circuits in the defined premise.


2.5 If the premise is shifted within the same city, BSNL reserves the right to extend the agreement or terminate the agreement.

2.6 The SUBSCRIBER shall provide reliable and regulated AC/DC power supply for working of the Network Termination Unit (NTU) all the time .The SUBSCRIBER shall also keep the NTU powered on round the clock. If for any reason, NTU is required to be switched off the SUBSCRIBER shall intimate at the designated telephone number of the BSNL station.

2.7 For the purpose of measurement "downtime" or fault "duration" constitutes any period of time during which the leased circuits is unable to transfer data due to the reasons assignable to BSNL network. Causes of downtime include but are not limited to

- Leased circuit equipment(ie NTU) failures, supplied by BSNL to SUBSCRIBER.
- Circuits outage(at BSNL end only)
- Leased Circuit Device hardware failure/malfunctions(at BSNL end only)
- Leased Circuit software failure/malfunction
- Power outages(in BSNL)
- Human error(in BSNL)
- Process failure(in BSNL)


Assistant General Manager (IT)
General Manager (IT)
General Manager (IT)


MANAGER
JYOTHI ENGINEERING COLLEGE
CHEMPIERI - 670822
KANNUR DIST
CHAIRMAN
MESHAH DIOCESAN EDUCATION
THALASSERY

- Local loop failure between the BSNL Node and SUBSCRIBER's node.
Downtime ends upon the successful transmission of data and from such site or circuit being shown transmitting data as per prescribed testing procedure of BSNL

2.10. The link will be proactively managed and monitored by BSNL end to end .

3.0 Determination of fault duration

Fault of duration up to 30 minutes at a stretch shall be excluded from fault duration for the purpose of calculating availability (uptime) of the circuit.

Any fault duration (ie downtime) shall be calculated after subtracting thirty minutes .

The SUBSCRIBER will ensure round the clock availability of staff who are capable of dealing with the leased circuit equipments. The period in which the SUBSCRIBER premises is found closed or staff is not available when BSNL staff visits the premises for testing or want to test the circuits from BSNL location will be excluded from fault duration.

The SUBSCRIBER shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to BSNL staff all the time.


In addition to above following shall be excluded from fault duration:

- (i) Unavailability of circuits due to power failure at SUBSCRIBER end
- (ii) Unavailability of circuit due to mishandling of BSNL equipment (NTU or any cables attached to such equipment at SUBSCRIBER end).
- (iii) Unavailability of circuit due to SUBSCRIBER equipment/network.
- (iv) Unavailability of circuit due to faults in the outdoor network of BSNL by third parties.
- (v) Unavailability of circuit due to force majeure.
- (vi) Fault duration between 20.00 hours and 07.00 hours next day, fault is booked after 20.00 hours.

4.0 Procedure for fault booking

SUBSCRIBER shall book the fault on assigned number Toll Free No 18004251957 (Date and time of booking of fault shall be taken as reference for the purpose of calculation of duration of non availability of circuits).


Sub Manager (EB)


MANAGER

Or

SUBSCRIBER shall abide by the prescribed fault booking procedure of BSNL. Where the SUBSCRIBER is unable to find a BSNL representative on the number assigned above

Fault can also be booked by login into the www.keralatelecom.com / customer care/ trouble ticket. The docket number will be given as sms to the fault booking person's mobile number given while booking the complaint (User Name and Password will be given after creation of the circuit)

Status/fault report generated by BSNL (to the extend provided by the system) shall be taken as reference in situations where there is ambiguity about the timing and nature of the fault.

Normally a fault docket number, shall be provided to the SUBSCRIBER from BSNL on booking of fault.

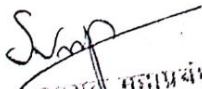
Fault Escalation Matrix

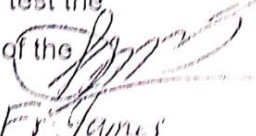
Sl No.	Contact Person Name	Designation	Mobile Number
1	Mineesh	JTO (TIM)	9400006688
	Nishanth	SDE (NOC)	9446453500
	Muhammadali M C	SDE (CRM)	9446549066
2	Sudeep C	AGM (EB)	9446509447
3	Manoj Kumar K V	DGM (TX)	9446578099

5.0 Restoration of fault.

On receipt of complaint , BSNL shall make its best efforts to localize the fault and restore the same at the earliest. The SUBSCRIBER shall provide all necessary support for enabling testing of the circuit at any hour of the day.

In case the SUBSCRIBER is unable to provide necessary facility to BSNL, BSNL will test the circuit on its own to the last point feasible and clear the fault docket after rectification of the


Assistant General Manager (EB)
Manager, Telecom
719992


MANAGER
VISHAL JYOTHI ENGINEERING COLLEGE
CHIMPERI - 670632
KANNUR DISTRICT
MESHAD INDIAN AIRLINES

fault. Circuit shall be presumed to be restored when BSNL has tested the circuit and cleared the fault docket after finding that circuit is capable of working properly. The fault duration shall be accounted accordingly.

It will be the responsibility of BSNL to show proper working of circuit on end to end basis through use of test instruments by sending test data while at the same keeping the bit error rate within limits. Once circuit is brought to right condition through such tests and the data transfer by subscriber equipment does not take place, it shall be responsibility of the subscriber to take necessary action at his end. The downtime will end as soon as BSNL staff is able to showed to end data transfer using test instruments.

Faults before 22.00 hours shall normally be attended on the same day . However, for faults booked after 22.00 hours, while BSNL will make all efforts to restore the circuit during the night to the extent feasible ,the fault restoration work can be resumed by 07.00 hours the next day.

6.0 SLA rebates

If the circuit uptime for the applicable year is below the uptime guaranteed as per the clause 2.2 above, then for an accumulated downtime of every 10 hours or part thereof , in excess of 87.6 hours, the customer shall be eligible for a rebate of 0.2% pro rata rental of one month.. For this purpose the number of days in a year is taken 365 leading to a total duration of 8760 hours per year.

If SUBSCRIBER opts for variable bandwidth service during any period of the day for any number of days during the validity of SLA, the SLA rebate shall be applicable only of the basic bandwidth for which circuit is initially provided.

If the SUBSCRIBER wishes to change the bandwidth of the circuit from the one for which the circuit was initially hired the period of validity of SLA on 24 hours X 7 days basis for the duration for which circuit is hired for changed band width.

The maximum rebate shall be limited to 5 % of the pro rata rental of one month of the circuit for the lowest of the bandwidth availed during the period of SLA.

7.0 Termination of the agreement

This agreement may be terminated only by the mutual, written consent of the parties giving thirty days notice

[Signature]
Assistant General Manager (IT)
BSNL
New Delhi

[Signature]
MANAGER
VIRAL JYOTI ENGINEERING CO.
KANNUR
MESHAR

8.0 Consequence of termination

Termination of this agreement shall be without prejudice to the acquired rights and liabilities of the parties at the date of termination, unless waived in written by the agreement made by the parties. On termination of this agreement, leased circuits may continue to be used by the SUBSCRIBER as per applicable terms and conditions.

9.0 Severability

Should any part of this agreement be declared unenforceable by TRAI through direction/order/regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will co operate and take all appropriate steps to amend, modify or alter this agreement.

10.0 Miscellaneous

10.1 Assignment: This agreement shall be binding upon the respective successors and permitted assigns of the parties. The right of a party here under may not be assigned in part to any third party without the prior written consent of the other party. Any such permitted assignment shall not relieve the assigning party of any liability whether occurring before or after such assignment arising out of activities carried out or events occurring prior to such assignment.

10.2 Modifications: Any of the terms and provisions of this agreement, including all exhibits hereto, may be waived, amended, supplemented or otherwise modified only by a written instrument executed by the parties specifically and clearly stating that it is an amendment to this agreement.


10.3 Consequential Damages: BSNL shall not be liable to the SUBSCRIBER, notwithstanding any other provision to the contrary herein or under law and to the extent of any such rights under the law, the SUBSCRIBER hereby expressly and, irrevocably waives its rights thereto, for any indirect or consequential damages arising out of this agreement including, but not limited to loss revenue and profit.

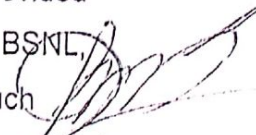
11.0 Disputes and Arbitration

11.1 In the event of any question, dispute or difference arising under this agreement or in

connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of CGMT, BSNL,

Kerala Circle or in case his designation is changed or his office is abolished, then in such


General Manager (EB)


MANAGER
JYOTHI ENGINEERING COLLEGE

cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT, BSNL, Kerala Circle or by whatever designation such an officer may be called (herein after referred to as the said officer), and if the CGMT, BSNL, Kerala Circle or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT, BSNL, Kerala Circle or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

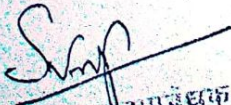
There will be no objection to any such appointment on the ground that the arbitrator is a BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, BSNL, Kerala Circle or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.


11.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid. Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

11.3 The venue of the arbitration proceeding shall be the office of CGMT, BSNL, Kerala Circle, Trivandrum or such other places as the arbitrator may decide.

11.4 Any party shall not use any information obtained from other party during the course of the disputes resolution process under this clause for any purpose other than to resolve the disputes and such information shall not be used in any litigation.

11.5 Both parties shall use their best efforts in good faith and best intention to resolve disputes by mutual negotiation and consultation and shall settle amicably any dispute that may arise or relate to this agreement or a breach thereof.


सहायक महासंचालक (ई.डी.)
General Manager (E.D.)

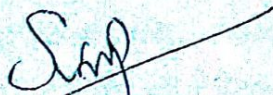

MANAGER
KERALA JYOTHY ENGINEERING COLLEGE
CHEMMUR
F. James
Ch. Umanth

12.0 Force Majeure

Neither the BSNL nor the SUBSCRIBER shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of BSNL or the SUBSCRIBER including but not limited to fire (including failure or reductions) acts of GOD, acts to the public enemy, wars, insurrections, riots, strikes, lockouts, Sabotage, any law, status or ordinance, thereof of any other local authority or any compliance therewith or any other causes, contingencies of circumstances similar to the above.

Either party shall promptly but not later than twenty 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 this agreement or otherwise decide the course of action to be adopted.:

WITNESS WHEREOF the parties here have caused this Agreement to be executed through their respective authorized representatives on the day and year first above written.


Signed and Delivered

सहायक महाप्रबंधक (ई बी)
On behalf of BSNL Manager (EB)
महाप्रबंधक पुरस्चयन का कार्यालय
O/o. General Manager, Telecom
बीएसएनएल कन्नूर / BSNL, Kannur-670002

By Shri. Sudeep C

In the presence of (BSNL)

Signed on behalf of


Vimal Jyothi Engineering

College, Chemperi

By Shri.

MANAGER
VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI - 670632,
KANNUR DIST.
CHAIKUNJ
MESHAH DIOCESAN EDUCATIONAL TRUST
THALASSERY

In the presence of (Vimal Jyothi Engineering)

Witness:


1.

2.

Witness:

1.

2.

 Justice J. Pullumman

 Dipin Johns



VIMAL JYOTHI

ENGINEERING COLLEGE

JYOTHI NAGAR, CHEMPERI - 670632, KANNUR, KERALA

Affiliated to APJ Abdul Kalam Technological University
Approved by AICTE ♦ ISO 9001:2015 Certified
Approved by Institution of Engineers (India), NBA, NAAC



NBA: B.Tech CE, CSE, EEE & ME



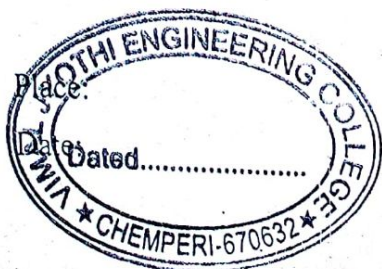
NAAC ACCREDITED

Agreement between BSNL and Vimal Jyothi Engineering College, Chemperi, Sreekandapuram for subscribing to 600Mbps (1:4) ILL

We hereby accept the proposal for Internet Leased Line through OF for the locations mentioned below:

Type Of Service	Location	Bandwidth	Agreed Rate in Rs.
ILL	Vimal Jyothi Engineering College, Chemperi, Sreekandapuram	600 Mbps(1:4)	11,70,000/-

- The agreed rate as per the above offer is for Rs 11,70,000/- excluding GST (*Rupees Eleven lakh Seventy Thousand only*) per annum towards port charges for minimum 12 months.
- We understand that 12 months fixed charges have been taken in advance and the lock in period of the connection is also ~~for~~ 36 months from the date of provisioning of the service. In case of premature surrender, BSNL will be free to resort to any action including legal one as deemed fit by them for recovery of the amount for the balance period.
- We understand that the end equipments provided by BSNL are returnable in good condition at the end of service period.



Signature:

Name:

Seal:

VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI - 670632
KANNUR DIST.