



GOVERNMENT OF KERALA

Abstract

Electronics & Information Technology Department – FTTH Plans for Government offices – Modified – Orders issued.

ELECTRONICS & INFORMATION TECHNOLOGY (IT CELL) DEPARTMENT

G.O.(Rt)No.80/2020/ITD

Dated,Thiruvananthapuram, 15/07/2020

Read:- 1 G.O.(Rt) No.227/2019/ITD dated 30.11.2019.

2 Letter No. KSWAN/8/2020-KSITM/624 dated 19.06.2020 from the Director, Kerala State IT Mission,Thiruvananthapuram.

ORDER

As per Government order read as 1st paper above, sanction was accorded to Departments to opt the FTTH plans; **Plan 749** or **Plan 900** as per their actual requirement subject to the condition that the Department / Office should sign a Service Level Agreement with the BSNL for the purpose. The Director, Kerala State IT Mission as per letter read as 2nd paper above informed that the BSNL, Kerala got approval from their corporate office for the below mentioned plans and hence requested to amend the above Government order accordingly:

Sl. No.	Particulars	Plan 749	Plan 849
1	Bandwidth (Download speed)	Upto 50 Mbps till 300 GB and up to 2 Mbps beyond	Upto 50 Mbps till 600 GB and up to 2 Mbps beyond
2	Monthly Charges (In Rs)	749/-	849/-
3	Static IP charges per annum (In Rs)	1800/-	1800/-
4	Optical Network Unit (ONU – Rental per month (In Rs)	90/-	90/-
5	Plan Security Deposit	Waved off	Waved off
6	ONU Security Deposit	Waved off	Waved off
7	Installation Charges	Waved off	Waved off
8	Minimum hire period	One year	One year

2. Government have examined the matter in detail and sanction is accorded to the Departments to opt any one of the FTTH plans mentioned above for their office use as per their actual requirement, subject to the condition that the Department / Office should sign a Service Level Agreement with the BSNL in the attached format for the purpose.

3.The Government order read as 1st paper above stands modified to the above extend.

(By order of the Governor)
VINOD. G
ADDITIONAL SECRETARY

To:

All the Heads of Departments

All the Departments in Secretariat

The Director, Kerala State IT Mission

The General Manager, BSNL Kerala Circle, Thiruvananthapuram

The Principal Accountant General (Audit) Kerala, Thiruvananthapuram.

The Accountant General (A & E) Kerala, Thiruvananthapuram.

The Web & New Media, Information & Public Relations Department

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Section Officer

Annexure

MEMORANDUM OF UNDERSTANDING

BETWEEN

.....
.....

&

BHARAT SANCHAR NIGAM LIMITED

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into on this the..... **day**
of .

Between

The Bharat Sanchar Nigam Limited, a Company registered under the Companies Act, 1956 and having its registered Office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi – 110 001 (hereinafter referred to as ‘BSNL’, which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees) and represented by its DeputyGeneral Manager(EB); Kerala Circle, Thiruvananthapuram -33

AND

.....Government of Kerala, having its
 Head office at, represented by

BSNL and(State Govt Department) hereinafter individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS:-

BSNL and have mutually agreed to enter into a special relationship for provision of high Bandwidth FTTH (Fiber to the Home) connectivity to departments in Kerala on mutually agreed terms and conditions mentioned hereunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-Depart

In consideration of the mutual covenants set out in this MOU, the Parties hereby agree as follows :-

1. Purpose of the MOU

This MOU is intended for the purpose of providing High Bandwidth FTTH connectivity to..... departments on mutually agreed terms and conditions mentioned hereunder.

2. Responsibilities

2.1 The Unit Head of the department or unit head of the sub units shall apply for the services as detailed in clause 1 during the period of this MOU.

2.2 FTTH service is a best-effort and low priced service. To provide a cost effective service - these services are contended (shared) and normally this sharing would not be apparent to the customer. The download and upload speed according the tariff plan would be assured from customer premises to BSNL node.

2.3 BSNL is committed to provide the above mentioned services as per the requirement of Government Departments with two data only FTTH special tariff packages as detailed below:

FTTH_PLAN.1

Bandwidth (Download Speed) subject to technical feasibility	Upto 50Mbps till 300GB, Upto 2Mbps beyond
Fixed Monthly Charges (Rs)	749
Static IP Address	Rs 1800/- per annum (in addition to FMC)

Minimum Hire Period	One Year
ONT Rent(Monthly in Rs)	90
ONT Security Deposit	Waived off
Plan Security Deposit	Waived off
Installation charges	Waived off

GST Charges EXTRA

FTTH_PLAN.2.

Bandwidth (Download Speed) subject to technical feasibility	Upto 50Mbps till 600GB, Upto 2Mbps beyond
Fixed Monthly Charges (Rs)	849
Minimum Hire Period	One Year
Static IP Address	Rs 1800/- per annum (In addition to FMC)
Modem Rent(Monthly in Rs)	90
Modem Security Deposit(If modem taken on rent)	Waived off.
Plan Security Deposit	Waived off
Installation charges	Waived off

GST Charges EXTRA

2.4 Each Department will give the list of sub unit offices to BSNL for providing FTTH connections under this scheme.

2.5 Each Department will nominate a nodal officer to deal with this Project.

2.6 In BSNL, Thiruvananthapuram Circle Office is the central Co-ordinator for the project for Kerala Circle and in each BA one officer is nominated as coordinator for implementation of the Project.

2.7 BSNL shall provide Optical Network Terminal (ONT) on rental at the customer locations.

2.8 BSNL shall consider the complaints registered under this scheme with highest priority.

2.9 BSNL shall provide a static IP to the designated officer/dept for configuring the router/Modem.

3. Restoration of Fault/Escalation Matrix.

3.1 Customer shall book the fault on assigned Fault repair service (FRS) number, viz.198.

3.2 Normally a fault docket number will be provided to the Customer from BSNL on booking of fault. Call centre number 1500 shall also be utilized for booking of faults.

3.3 On receipt of complaint, BSNL shall make its best effort to localize the fault and restore the same at the earliest. The Customer shall provide all necessary support (to BSNL or BSNL authorized personnel) for enabling testing of the circuit at any hour of the day (for restoration/maintaining quality service).

3.4 In case the Customer is unable to extend support to BSNL, then BSNL will test the circuit on its network up to the last feasible point, rectify the fault, and then clear such docket. Circuit shall be presumed to be restored once BSNL has tested the circuit for its proper working and cleared the fault docket.

3.5 Escalation matrix for the faults would be as follows:

- (a) Level 1: FRS number/Call Centre number as provided above.
- (b) Level 2: Account Manager (SDE-CRM) of the concerned BA.
- (c) Level 3: AGM (EB) of the concerned BA.

4. Procedure & Payment

4.1 Preferably, each Department Head may pay the total Annual Advance Charges against the annual advance demand to BSNL, to avail the benefits of annual advance options.

4.2 The billing period will commence on the date of commissioning of the FTTH Service

4.3 In the case of locations which are not readily feasible and is difficult to provide in fiber due to geographical constraints, those connections would be added to the project/agreement separately and possible alternative solutions shall be decided mutually by both parties.

5. Status of MOU

This MOU would be subject to laws (and such rules and regulations) of India as may be applicable during the tenure of this MOU.

6. Validity

The MOU will be valid for an initial period of Three years from the date of signing. The Parties shall meet to decide a possible renewal of this MOU three months before expiry of this agreement period and the renewal (addendum) agreement signed by both parties shall be part of this MOU.

7. Amendment

This MOU may be amended upon the mutual consent of all Parties; but such amendment shall have no impact on any specific agreement then in force.

8. Force majeure

Neither BSNL 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 the control of BSNL or the CUSTOMER including but not limited to fire (including failure or reductions), acts of God, acts of the public enemy, war, insurrections, riots, strikes, lockouts, sabotage, any law, statute 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 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 this agreement or otherwise decided regarding course of action to be adopted.

9. Termination

This MOU may be terminated at the option of any party after issuing **45 days** prior notice in writing to the other Party of its intention to do so. It shall also terminate automatically upon the bankruptcy of any of the Parties or in the event of force majeure event occurs which makes the performance of obligation of any of the Parties impossible under this MOU.

10. Arbitration

In the event of any dispute or difference relating to arising from or connected with this Agreement, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, In-charge of Bureau 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 to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside on revision of award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

This Agreement shall be subject to the exclusive jurisdiction of Courts in Thiruvananthapuram district.

11. Confidentiality

All Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time-to-time as being essential to this MOU and specifically agree not to disclose the same to any third party during the currency of this MOU and for a period of two years after its expiry or sooner termination of this MOU. However, each party shall be free to disclose such information as is :-

Part of the public domain at the time of disclosure, or

Required to be disclosed by official authorities in accordance with the applicable laws and the court orders.

IN WITNESS WHEREOF the Parties by the hand of duly authorized

Representative signed – these presents of on the day, month and year mentioned above

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DeputyGeneral Manager (EB)

Bharat Sanchar Nigam Limited,

Thiruvananthapuram-695 033

.....

Head

Department of

.....Thiruvananthapuram-13

WITNESS 1:-

WITNESS 1:-

Name :.....

Name :.....

Address :

Address :

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WITNESS 2:-

WITNESS 2:-

Name :.....

Name

Address :

Address :

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