



Bharat Sanchar Nigam Ltd.

(Commercial Section)
Room No. 613-B, Statesman House
Barakhamba Road, New Delhi-1

No: 112-42/2004-Comm1.

Dated: 29th January, 2007

Circular

**Subject: Provision of Bandwidth by BSNL for State Wide Area Network(SWAN)
- Regarding.**

Instructions on tariff and discount for implementation of SWAN Project were intimated vide this office letter of even no. dated 20th Jan, 2005 and 13th May 2005.

2. In order to resolve various issues at the National Level, relating to the operationalisation of the special package offered by BSNL to the implementing States/UTs including Service Level Agreements with the States/UTs, Pricing of leased line circuits of varying bandwidth etc. which may crop up from time to time within the implementing time period and to take a holistic view on all related matters, Department of IT, with the approval of Competent Authority and with the concurrence of the Department of Telecom, constituted a Working Group vide letter No:1(3)/04-EGD dated 25th January, 2006.

3. Based on the recommendations made by the Working Group on BSNL Connectivity Issues (WGBCI) on the issues related to SWAN project the competent authority has decided as under:

a) **Service level Agreement**- BSNL would sign SLA of 99% uptime on annual basis for MLLN circuits and will provide 'Letter of Confidence' of 98% uptime on annual basis for non-MLLN circuits. The formats have already been prescribed vide NM cell letter No:1-27/2005-Datcom dated 19th April, 2006.

b) **Provisioning of OFC on Local Lead** - BSNL would provide OFC without any additional cost for those PoPs, which have an aggregated bandwidth of minimum 10 Mbps (5x2Mbps), provided the State gives a commitment that it will procure entire bandwidth from BSNL for a period of at least 5 years and signs an MoU to this effect with BSNL. However, no discount shall be offered for local leads/last mile provided on the OFC links, which will be charged as per normal tariff.

c) For such connectivity on OFC, as specified in b) above, BSNL will provide the required bandwidth up to the State Government premises up to the network room and further termination of such bandwidths to their equipment will be the responsibility of the States. In any case, BSNL provides the NTU only in the cases where MLLN equipment is available and for all other cases, State has to arrange their modems/NTUs.

d) **Discount on Local Lead** - A discount of 30% will be applicable uniformly on the total Local Lead charges payable by State Governments for SWAN networks. Wherever, the State Governments are charging for ROW for allowing the cable laying work by BSNL, the said discount shall not be offered. In such cases discount of 74% on the main channel shall also not be applicable.

e) **Re-instatement charges** - Wherever BSNL disinters the roads for cable laying purpose, it would carry out necessary repairs of the road to restore its original condition or else pay restoration/repair charges as may be applicable.

f) **Connectivity of bandwidth of other operators:**

In addition to the existing bandwidth connectivity from BSNL at the SWAN PoP, the State may procure bandwidth from an alternate bandwidth service provider for SWAN scheme, only if the alternate bandwidth is available free of cost against the free RoW (Right of Way) subject to the condition that the States should connect first 2 Mbps from BSNL and only after that the free bandwidth (which is available as on date to them) should be connected. State will inform BSNL in writing before availing bandwidth in the above manner for SWAN purpose. BSNL shall not be responsible for malfunctioning of the State's network on account of termination of such bandwidths and no third party obligation will be created on BSNL by virtue of termination of such bandwidths.



(R P Bhalla)

Assistant Director General (Commercial)

Copy to:

1. Sh. R. Chandrashekhar, Addl. Secretary, DIT, Govt of India: For Kind Information Please
2. Jt. Secy (T), DOT, Govt of India: For Kind Information Please
3. All CGMs BSNL Circles/ Districts/ Regions
4. PS to CMD/ All Directors BSNL Board.
5. DDG(TRF)/DDG(NM)/DDG(Mktg)/Sr. DDG(BD)/DDG(Regulation)/DDG (T&C)/BSNL Co.
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(R. Sethi)
AD (Coml)