Jaipur Metro Rail Corporation Limited

Khanij Bhawan, Udyog Bhawan Premises,
Tilak Marg, C-Scheme, Jaipur-302005

Ref. No.: F.1 (18)/JMRC/DCA/IT/ILL-MANSAROVAR/2013-14/ 5321 Dated: 15.01.2015

To,
M/s. Shyam Internet Services Limited (M/s. SISL),
MTS Tower 3, Amrapali Circle,
Vaishali Nagar,
Jaipur-302021

Sub: Provision of Internet Leased Line for JMRC office at Mansarovar Depot.

References:

1. Limited Bidding Issued, vide letter no. F.1 (18)/JMRC/DCA/IT/ILL-MANSAROVAR/2013-14/ 4545 dated 10.12.2014
2. Proposal submitted on 18.12.2014 by M/s. Sistema Shyam TeleServices Ltd. in response to above mentioned Limited Bidding document.

In reference to above cited Expression of Interest, you are requested to provide Internet Leased Line for JMRC Office at Mansarovar Depot as per following details :

Internet Leased Line:

S. No.	Particulars	Detail
Technical Details:		
1.	Leased Line Type	Managed
2.	Bandwidth	2 Mbps
3.	Contention Ratio	1:1
4.	Uptime	99.9%
5.	Number of Free Public IP's	6 (Minimum)
6.	Last Mile Connectivity	Optical Fiber Media.
Financial Details:		
1.	Cost to Leased line Modem	Nil
2.	Maintenance of leased line modem	Nil
3.	Installation Charges	Nil
4.	Internet leased lines (Port Charges)	Rs. 1,02,000 per annum on Optical fiber Media. All taxes are payable extra as applicable

Terms and Conditions of the contract:

1. The contract shall be initially for three years and shall be further extendable with mutual consent at the same or downwards negotiated rates.
2. The charges of Internet lease line would be payable on quarterly basis.
3. The leased line modem shall be arranged by the service provider, Internal LAN wiring and LAN switch(es) will be arranged by JMRC.

5. Telecom Service Provider (TSP) shall provide MRTG (Multi Router Traffic Grapher) software for monitoring health of Internet Circuit.
6. A fault docket number and Customer Care Email ID shall be provided to the JMRC from Telecom Service Provider on booking of fault.

7. **Broad Condition of Service Level Agreement :**

7.1 General Conditions:

a. During the period of contract, TSP shall ensure proper functioning of leased circuits for an **uptime** of 99.9%.

Uptime is defined as below:

$$\textbf{Uptime (\%)} = \frac{\textbf{Total no. of Hours in the year – Total Downtime(in Hours)}}{\textbf{Total No. of Hours in the year}} * 100$$

b. The first month of the service will be taken as 'proving-in' period. Though TSP shall maintain the circuit to the highest possible efficiency during this period, no rebates as mentioned in clause 7 this contract shall be applicable.

c. The JMRC shall provide reliable and regulated A/C Power Supply for working of the network termination unit (NTU) all the time. The JMRC shall also keep the NTU powered on round the clock

d. For the purpose of measurement, "downtime" or "fault duration" constitutes any period of time during which the Leased Circuit is unable to transfer data due to the reasons assignable to TSP's network. Causes of downtime may include but are not limited to:

- Leased Circuit equipment (i.e. NTU) failures, installed by TSP at JMRC premises
- Circuit Outage (at TSP end only)
- Leased Circuit device hardware failure/malfunction (at TSP end only)
- Leased Circuit software failures / malfunction
- Power outages (in TSP)
- Human error (in TSP)
- Process failure (in TSP)
- Local Loop failure between the TSP Managed node and JMRC's node (Fiber cut).

e. Downtime will end upon the successful transmission of data to and from such leased circuit.

7.2 Determination of Fault Duration

a. Duration of fault will start from the time call is made or email is sent from JMRC to TSP except when the fault is booked between 2200 hours to 0700 hours on next day in which case the fault duration shall start from 0700 hours.

b. The period in which JMRC premises is found closed when TSP staff visits the premises for testing or want to test the circuit from TSP location, will be excluded from fault duration.

c. The JMRC shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to TSP staff all the time.

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

(i) Unavailability of circuit due to power failure at JMRC end.
(ii) Unavailability of circuit due to mishandling of TSP equipment (NTU) or any cables attached to such equipment at JMRC end.
(iii) Unavailability of circuit due to JMRC equipment/network at either end of the circuit.
(iv) Unavailability of circuit due to force majeure.
(v) Fault duration between 2200 hrs. and 0700 hrs. next day, if fault is booked after 2200 hrs.

7.3 Procedure of Fault booking

a. JMRC shall book the fault on number of TSP or by sending an email on the assigned email address(es). Time of booking of fault shall be taken as reference for the purpose of calculation of duration of non-availability of circuit.
b. If JMRC is unable to find a TSP representative on the number assigned above, the fault can be booked on an alternate number in such emergency. Status/fault report generated by TSP shall be taken as reference in situations where there is ambiguity about the timing and nature of fault.
c. A fault docket number shall be provided to the JMRC from TSP on booking of fault.
d. TSP shall update JMRC about any change in the fault booking number/email addresses.

7.4 Restoration of Faults

a. On receipt of complaint, TSP shall make its best efforts to localize the fault and restore the same at the earliest. The JMRC shall provide all necessary support for enabling testing of the circuit at any hour of the day.
b. It will be responsibility of TSP to show proper working of circuit on end to end basis through use of test instruments by sending test data while at the same time keeping the bit error rate within limits. Once circuit is brought to right condition through such tests and the data transfer by JMRC equipment does not take place, it shall be the responsibility of the JMRC to take necessary action at his end. The downtime will end as soon as TSP staff is able to show end to end data transfer using test instruments to JMRC staff.
c. Faults booked before 2200 hours shall be attended on the same day. However, for faults booked after 2200 hours, while TSP will make all efforts to restore the circuit during the night to the extent feasible, the fault restoration work can be resumed by 0700 hours the next day.

7.5 Rebates:

a. If the circuit uptime for the applicable year is below the uptime guaranteed as per clause 8.1 above, then a rebate of 2% of the rental of the circuit per month shall be given for every 10 hours or part thereof downtime in excess of 8.8 hours in one year. For this purpose the number of days in a year is taken as 365 leading to a total duration of 8760 hours per year.
b. The maximum rebate shall be limited to 10% of the rental of the circuit per month.

7.6 Termination of contract:

a. The contract can be terminated by JMRC giving one month prior notice to TSP in case the services are not found satisfactory in the sole discretion of JMRC; or due to professional exigencies.
b. Termination of this contract shall be without prejudice to the accrued rights and liabilities of the parties at the date of termination, unless waived in written by the agreement made by the Parties.

8. All disputes are subject to exclusive jurisdiction of Jaipur Courts only.

Kindly acknowledge & return one copy of this letter duly signed & unequivocally accepted by authorised signatory within 7 days. Kindly provide Internet Lease Line services in coordination with JMRC Nodal Officer as per details given below:

Sh. Yaduveer Singh
Deputy General Manager (S&T), JMRC
Contact No: *0141-5192413*
E mail: *y_singh8@rediffmail.com*

R. C. Sharma
Executive Director (Corporate Affairs)

Ref. No.: F.1 (18)/JMRC/DCA/IT/ILL-MANSAROVAR/2013-14/ Dated: 15.01.2015
Copy to the following for Information: 5322-26

1. Director (O&S), JMRC.
2. ED(S&T) / GM(S&T), JMRC
3. Sh. Yaduveer Singh, DGM (S&T), JMRC for coordination & for arranging OFC laying permission. Kindly also ensure that all the hardware & power supply arrangement are in place at Mansarovar Depot.
4. M/s. Sistema Shyam Teleservices Limited (M/s. SSTL), MTS Tower, 3, Amrapali Circle, Vaishali Nagar, Jaipur.
5. Guard File

R. C. Sharma
Executive Director (Corporate Affairs)