

No.F.1(47)/JMRC/DCA/IT/ILL-MSOR CONTRACT-I/2017-18/2168 Date: 07-07.2017

To,  
SDE (EB)  
Office of the Principle General Manager, BSNL,  
Tax Building, MI Road,  
Jaipur- 302010

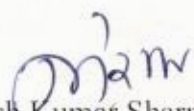
Kind Attn: Mr. A. K. Goyal

**Subject:** Offer for provisioning of 4 Mbps Managed Internet Lease Line at Mansarovar Depot (Admin Building), Bhargu Path, Mansarovar, Jaipur-302020

Dear Sir/Madam,

Jaipur Metro Rail Corporation Ltd. (JMRC) is using ILL Services of BSNL at its Mansarovar depot since long. However, to avail your continued services at Mansarovar Depot (Admin Building), you are requested to send your offer for providing managed Internet Leased Line of 4 Mbps in accordance to the Terms of Reference (TOR) enclosed herewith at Annexure-A and financial offer in Annexure-B, at the earliest, within 15 working days from the date of issue of this letter.

**Encl.:** As above.

  
(Dinesh Kumar Sharma)

**Joint General Manager (Administration)**

**Copy to:** 2169-70

1. Director (CA), JMRC
2. Guard File.

  
**Joint General Manager (Administration)**

**Terms of Reference (TOR)**

Subject: Provision of Managed Internet Leased Line (ILL) in Mansarovar Depot (Admin Building)

**1. OBJECTIVE:**

Jaipur Metro Rail Corporation Ltd. desires to avail the services of Managed ILL for its office at Mansarovar Depot (Admin Building).

**2. TECHNICAL REQUIREMENT:**

S. No.	Particulars	Detail
Service location: JMRC office at Mansarovar Depot (Admin Building), Bhriгу Path, Mansarovar, Jaipur-302020		
1.	Leased Line Type (Internet)	Managed
2.	Bandwidth	4 Mbps
3.	Contention Ratio	1:1
4.	Uptime	99.9%
5.	Number of Free Public IP's	6 (Minimum)
6.	Last Mile Connectivity	Optical Fibre

**3. COMMERCIAL REQUIREMENTS:**

- (i) During the period of agreement, TSP shall ensure proper functioning of leased circuits for an uptime of 99.9%.
- (ii) The charges of Internet lease line would be payable on quarterly basis after each quarter, after submission of bill.
- (iii) Service tax or any other taxes as applicable shall be paid extra, as applicable.
- (iv) Free itemized billing shall be provided on demand.

**4. OTHER TERMS & CONDITIONS:**

- (i) The contract shall be initially for three years and shall be further extendable with mutual consent at the same rates for next 06 months in the span of 03 months each.
- (ii) The leased line modem and other end equipments shall be arranged by the service provider (M/s. BSNL), Internal LAN wiring and LAN switch(es) will be arranged by JMRC.
- (iii) Ownership of last mile hardware installed by Telecom Service Provider, i.e., leased line modem etc. will be with Telecom Service Provider (TSP). Maintenance of the last mile equipment will be the responsibility of the Telecom Service Provider (TSP).
- (iv) An agreement shall be executed on non-judicial stamp paper in line with these TOR.



## **5. BROAD CONDITION OF SERVICE LEVEL AGREEMENT :**

### **General Condition**

- (i) During the period of agreement, TSP shall ensure proper functioning of leased circuits for an uptime of 99.9%. Uptime is defined as below:

$$\text{Uptime (\%)} = \frac{\text{Total no. of Hours in year} - \text{Total Downtime (in Hours)}}{\text{Total no. of Hours in the year}} \times 100$$

- (ii) Though TSP shall maintain the circuit to the highest possible efficiency during this period, no rebates as mentioned in clause 6 this agreement shall be applicable.
- (iii) 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
- (iv) 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).
- (v) Downtime will end upon the successful transmission of data to and from such leased circuit.

## **6. DETERMINATION OF FAULT DURATION**

- (i) 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.
- (ii) 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.
- (iii) The JMRC shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to TSP staff all the time.
- (iv) In addition to the above following shall be excluded from fault duration:
- (a) Unavailability of circuit due to power failure at JMRC end.
  - (b) Unavailability of circuit due to mishandling of TSP equipment (NTU) or any cables attached to such equipment at JMRC end.



- (c) Unavailability of circuit due to JMRC equipment/network at either end of the circuit.
- (d) Unavailability of circuit due to force majeure.
- (e) Fault duration between 2200 hrs. and 0700 hrs. next day, if fault is booked after 2200 hrs.

#### **7. PROCEDURE OF FAULT BOOKING**

- (i) 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.
- (ii) 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.
- (iii) A fault docket number shall be provided to the JMRC from TSP on booking of fault.
- (iv) TSP shall update JMRC about any change in the fault booking number/email addresses.

#### **8. RESTORATION OF FAULTS**

- (i) 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.
- (ii) 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.
- (iii) 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.

#### **9. PENALTY/ LIQUIDATED DAMAGE:**

- (i) If the circuit uptime for the applicable year is below the uptime guaranteed as per clause 6.1 above, then a penalty of 2% of the rental of the circuit per month shall be imposed 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.



- (ii) The maximum penalty shall be limited to 10% of the rental of the circuit per month.

**10. TERMINATION OF CONTRACT:**

- (i) 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.
- (ii) Termination of this agreement 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.

**11. NOTICES:**

Any notice, invoice or other communication required or permitted under this Agreement shall be given in writing/ email to the other party at that party's address specified hereunder or as communicated in writing to the other party from time to time. Notices shall be deemed to have been given when personally delivered, facsimiled and acknowledged by the recipient or, if given by mail, properly addressed with postage prepaid fourteen (14) days after it is posted.

**12. DISPUTE RESOLUTION:**

- (i) Any matter or dispute or difference of whatsoever nature arising under, out of or in connection with this Agreement (collectively "Dispute") between the parties shall be first attempted to be settled by mutual discussions and failing settlement within a month of initiation of the discussion the disputes shall be referred to arbitration to be conducted by a sole arbitrator who shall be appointed by the Managing Director of JMRC and any decision made by the arbitrator shall be final and binding on the parties hereto. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of Arbitration shall be Jaipur. Pending the submission to the arbitration and thereafter, until the Arbitrator publishes his award, the parties shall, except in the event of termination of this agreement, continue to perform all their obligations under this agreement, without prejudice to any final adjustment to be made in accordance with the award of the Arbitrator.
- (ii) All disputes are subject to exclusive jurisdiction of Jaipur Courts only.

**TOR as above Accepted**

**Signature of Authorised Signatory**

**Name:**

**Designation:**

**Encl.: Financial offer (Annexure-B)**



**Annexure-B**

To

Chairman & Managing Director,  
Jaipur Metro Rail Corporation Ltd.,  
**JAIPUR.**

Sub.: Financial offer for provision of Internet Leased Line (ILL) services  
in JMRC offices in Mansarovar Depot (Admin Building), Bhriugu  
Path, Mansarovar, Jaipur-302020

Ref.: JMRC letter no. \_\_\_\_\_ dated \_\_\_\_\_.

Kindly find here with our financial offer with reference to your letter  
referred above:

S. No.	Details (As per TOR, ISDN PRI Services at)	Monthly Rent (in Rs.)	Monthly Rent (Rs. in words)
1.	JMRC office at Mansarovar Depot (Admin Building), Bhriugu Path, Mansarovar, Jaipur-302020		

All the terms & conditions shall be as per Annexure 'A' of your letter enclosed herewith.

Yours Sincerely,

(Authorised Signatory)  
For BSNL

Encl.: Accepted copy of TOR (Annexure-A).