



JAIPUR METRO RAIL CORPORATION LIMITED

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
Website: www.jaipurmetrorail.in Tel. 0141- 2385790, 2385791

No.F.1(49)/JMRC/DCA/IT/PRI-MSOR CONTRACT/2017-18/2626 Dated: 26. 6. 2017

To,

M/s. Sistema Shyam TeleServices Limited (SSTL)

MTS Tower 3, Amrapali Circle,

Vaishali Nagar, Jaipur-302021

Kind Attn: Mr. Manoj Agrawal, Ms. Chetna Saraswat

Subject: Offer for renewal of Contract for provisioning of ISDN PRI Lines at Mansarovar Depot (Admin Building), Bhargu Path, Mansarovar, Jaipur-302020

Dear Sir/Madam,

Jaipur Metro Rail Corporation Ltd. (JMRC) is using ISDN PRI Services provided by M/s SSTL since last 3 years at its Mansarovar Depot. However, to avail your continued services at Mansarovar Depot (Admin Building), you are requested to provide your offer for renewal of contract in accordance with the Terms of Reference (TOR) enclosed herewith as Annexure-A and financial offer in Annexure-B at the earliest, within 15 days from the date of issue of this letter.

Encl.: As above.

(Dinesh Kumar Sharma)

Joint General Manager (Administrator)

Copy to: 2627-28

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

Joint General Manager (Administrator)

Annexure-A

Terms of Reference (TOR)

Subject: Provision of ISDN PRI Lines in Mansarovar Depot (Admin Building)

1. OBJECTIVE:

Jaipur Metro Rail Corporation Ltd. (JMRC) desires to continue the services of ISDN PRI Lines for its office at Mansarovar Depot (Admin Building) presently provided by M/s. Sistema Shyam Teleservices Limited (SSTL).

2. TECHNICAL REQUIREMENT:

S. No.	JMRC office PRI Location	ISDN Line	Extension upto	Monthly Free Call Units	Remarks
1.	Mansarovar Depot (Admin Building)	One	100 Lines	Rs. 7500	Without EPABX & Telephone instruments #

Telephone Instruments and EPABX is to be provided & maintained by JMRC.

3. COMMERCIAL REQUIREMENTS:

- (i) Call rates shall be 1 paisa per second to all the operators above prescribed monthly free call units (for local & STD).
- (ii) Inter CUG calls within JMRC CUGs of SSTL (Khanij Bhawan, Udyog Bhawan (RSIC Wing) & Mansarovar Metro Depot) shall be free.
- (iii) Payment shall be made on monthly basis after submission of bill.
- (iv) Service tax or any other taxes as applicable shall be paid extra, as applicable.
- (v) ISD shall not be provided, unless specifically asked for any number in writing.
- (vi) Free itemized billing shall be provided on demand.

4. OTHER TERMS & CONDITIONS:

- (i) The contract shall be initially for two years and shall be further extendable with mutual consent at the same rates for next 06 months.
- (ii) EPABX/ Telephone instruments shall be owned provided & maintained by the JMRC.
- (iii) Internal Wiring shall be provided & maintained by JMRC.
- (iv) Existing number scheme shall continue. Any changes in the numbers scheme shall be with mutual consult.

- (v) An agreement shall be executed on non-judicial stamp paper in line with these TOR. The expenses of stamping, etc. shall be borne by M/s. SSTL.

5. SERVICE LEVEL AGREEMENT

- (i) JMRC shall submit Customer Service Request on the call center /SSTL's authorized person through Phone / Email and the SSTL shall make efforts to resolve the complaints within the following defined parameters:

COMPLAINT TYPE	System SLA (Working Hours)
Wire line-internet & dialup related complaints	12
"0" dial tone not available	6
Call drop and voice disturbance related complaints	12
Calls not through ISD/STD/incoming/outgoing complaints	6
Instrument, wiring related & miscellaneous complaints	12

- (ii) Service levels are available from Monday to Saturday, during normal local business hours, excluding national holidays.
- (iii) The JMRC will maintain proper monthly downtime report and these will be signed by the SSTL's representative. JMRC will also maintain proper records of the date and time of call logging and will also record the complaint no. given by the Company when the complaint is logged. The email sent by JMRC to SSTL on the given email address will also be treated as logged complaint. This record will be signed by the service engineer of the Company when he visits to rectify the complaint.
- (iv) JMRC is allowed to deduct proportionate rent (out of minimum monthly rental), in case any of the above fault continues for a longer period than is mentioned in the table of parameters in this clause 5 (i).

6. TERMINATION OF CONTRACT:

- (i) The agreement shall be initially for two years from the date of provisioning, after which it shall stand terminated by virtue of efflux of time, unless it is extended.

- (ii) The agreement can be terminated by JMRC giving one month advance notice in case services are not found satisfactory or in case of work exigencies.

7. 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.

8. 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 ISDN PRI Lines 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 Free call value	Monthly Rent (in Rs.)#	Monthly Rent (Rs. in words)
1.	JMRC office at Mansarovar Depot (Admin Building), Bhriugu Path, Mansarovar, Jaipur-302020	7,500		

GST as applicable shall be paid extra by JMRC.

The call rates shall be charged at the rate of 1 Paisa per second & inter JMRC CUG calls for the SSTL PRI CUGs shall be free.

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

Yours Sincerely,

(Authorised Signatory)
For SSTL

GST Number:

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