

No.F.1(39)JMRC/DCA/IT/ILL-KB CONTRACT/2016-17/ **6531**

**Dated:07.03.2017**

**REQUEST FOR QUOTATION**

To,

M/s. ....  
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All Telecom Service Providers of Rajasthan (TSPs),

**Subject:** Request for quotation for provision of Internet Lease Line at Khanij Bhawan office,  
Udyog Bhawan Premises of Jaipur Metro Rail Corporation (JMRC).

Dear Sir/ Madam,

Sealed offers are invited for the services for 2 Mbps Internet Lease Line as per following details:

S. No.	Type of Connectivity/Service	Requirement
1.	Internet Lease Line	i. Lease line Type : Managed ii. Bandwidth : 2Mbps iii. Contention Ratio : 1:1 iv. Uptime : 99.9% v. No. of Free Public IPs: 6 (Minimum) vi. Last Mile Connectivity: OFC media (Preferably)

**Terms and Conditions:**

- The contract shall be initially for one year and shall be further extendable with mutual consent at the same rates for next 03 months.
- The charges of Internet lease line would be payable on quarterly basis after each quarter.
- The leased line modem shall be arranged by the service provider, Internal LAN wiring and LAN switch(es) will be arranged by JMRC.
- Ownership of last mile hardware installed by Telecom Service Provider, i.e., leased line modem etc. will be with Telecom Service Provider. Maintenance of the equipment will be the responsibility of the Telecom Service Provider.
- A fault docket number and Customer Care Email ID shall be provided to the JMRC from Telecom Service Provider on booking of fault.

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

**6.1 General Condition**

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

Uptime is defined as below:

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



- 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 8 this agreement 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.

## 6.2 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.

## 6.3 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.

*[Handwritten signature]*



#### **6.4 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.

#### **6.5 Penalty/ Liquidated Damage:**

- a. 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.
- b. The maximum penalty shall be limited to 10% of the rental of the circuit per month.

#### **6.6 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 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.

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

Kindly send your financial proposal along with consent/ acceptance of the above terms & conditions as above to the undersigned by 15.03.2017 upto 05:00 PM at JMRC office, 2<sup>nd</sup> floor, RSIC-Wing, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005.

Yours sincerely,

  
(Neeraj Naruka)

Executive Director (Corporate Affairs)

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