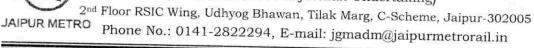
JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)





No. F.1(I-68)/JMRC/DC /IT/2018/ 3806

Date: 30/08/2018

To,

M/s. Bharti Hexacom Ltd. (Airtel), K-21, Sunny House, Malviya Marg, C-Scheme Jaipur-302021

Kind Attn: Mr. Mohandeep Singh Bindra

Subject: Offer for provisioning of Mobile CUG Connections & Data Card Services to Jaipur Metro Rail Corporation Ltd., Jaipur.

Dear Sir,

Jaipur Metro Rail Corporation Ltd. (JMRC) is using Mobile CUG Connections & Data Cards Services of M/s. Bharti Hexacom Ltd. (Airtel) since long. However, to avail your continued services for JMRC, you are requested to provide your offer in accordance to the Terms of Reference (TOR) enclosed herewith as Annexure-A and financial offer in Annexure-B at the earliest, within 07 days from the date of issue of this letter.

You can also propose any additional features in all the three plans mentioned in TOR beyond the minimum features sought.

**Encl.**: As above.

(Dinesh Kumar Sharma)

Joint General Manager (Admn.)

Copy to: 3807-08

1. Director (CA), JMRC

2. Guard File.

Joint General Manager (Admn.)

# Terms of Reference (TOR)

**Subject:** Provision of Mobile CUG Connections & Data Cards Services for JMRC.

#### 1. OBJECTIVE:

Jaipur Metro Rail Corporation Ltd. desires to avail the services of Mobile CUG Connections (4G enabled) & Data Cards for its employees presently provided by M/s. Bharti Hexacom Ltd. (Airtel).

## 2. TECHNICAL REQUIREMENT:

S. No.	JMRC office Location		No. of Connections	Remarks	
1.	Jaipur, India	Rajasthan,	500 Approx.	Without other inst	Handsets ruments #

#### 3. COMMERCIAL REQUIREMENTS:

Particulars	Plan A	Plan B	
Тор	pings (Included in Fixed Mor	nthly Rental)	
Free Calls (Per Minutes Pulse)	Unlimited Voice (Local + National + Landline) with conference call facility	Unlimited Voice (Local + National + Landline) with conference call facility	
Free Local SMS	100 (Local + National) Per Day	100 (Local + National) Per Day	
Free 4G data	60 GB 4G Data per month	30 GB 4G Data per month	
	Tariff Beyond Free Topp	oings	
Local Calls (Rs. Per	Minutes)		
ÇUG	Free	Free	
GSM (Own)	Free	Free	
M-M	Free	Free	
M to Landline	Free	Free	
STD Calls (Rs. Per M	(inutes)		
M-M	Free	Free	
M to Landline	Free	Free	
Roaming Calls (Rs. I	Per Minutes)		
Incoming	Free	Free	
Outgoing	Free	Free	

Particulars	Plan A	Plan B	
SMS (Rs. Per SMS			
Local SMS	0.1	0.1	
M-M, STD	0.5	0.5	
ISD	5.0	5.0	
Data			
Data Speed & Volume Limit beyond plan	After 60 GB usage, 2G Speed with Unlimited Download / Upload	After 30 GB usage, 2G Speed with Unlimited Download/	
ISD Tariff	ISD tariff as applicable national policy of Service Proprovided in general.	liable to change as per the rovider. ISD facility is not to be	

#### Data Tariff of Data Card Connections: (Plan C)

Particulars	Details	
Cost of 4G Wifi Data Card	Free (Whenever required)	
Monthly Data Download limit	60 GB	
Speed Beyond Monthly Data Limit	2G Speed	
Monthly Data Download and Upload	Unlimited	

Note: The bidder can submit better offer against both the plans.

- (i) Inter CUG calls within JMRC CUGs shall be free.
- (ii) GST or any other taxes as applicable shall be paid extra, as applicable.
- (iii) Free itemized billing shall be provided on demand.
- (iv) Normal rate applicable on special days also.
- (v) No Activation charge shall be applicable for any connection.
- (vi) No SIM Charge shall be applicable for any connection.
- (vii) No Security Deposits shall be applicable for any connection.
- (viii) Billing at per minute Pulse.
- (ix) The billing period to be 1st to last date of the month.
- (x) Payment shall be made on monthly basis after submission of bill.
- (xi) Grace period for Payment to be given, 30 days from the billing date.
- (xii) Service provider should come up with Centralized billing scheme for the plans provided or approved.

## 4. OTHER TERMS & CONDITIONS:

- (i) The contract shall be for one year.
- (ii) Existing number scheme shall continue without any changes. Any changes in the numbers scheme shall be with mutual commutation. If new series or scheme is provided for JMRC, the same shall be consulted and be approved with JMRC before any implementation.

WIN

- (iii) Service provider must abide to provide the plans approved by JMRC. Any changes/ discrepancies in approved plans intentionally or unintentionally will cause a penalty or liquidated damages to Service Provider or only basic rental of plan with applicable service taxes will be paid in such case.
- (iv) An agreement shall be executed on non-judicial stamp paper in line with these TOR.
- (v) During the period of contract, JMRC may order for providing/closing of any CUG/Data Card connections as per its requirement.

### 5. SERVICE LEVEL AGREEMENT

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

COMPLAINT TYPE	System SLA (Working Days) 3 Working days	
New Connection (COCP)/ Addition to the CUG series		
Billing Issue Resolution	2 Working days	
Call drop and voice disturbance related complaints	3 Working days	
Calls not through – ISD/STD/incoming/outgoing complaints	1 Working day	

- (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 AIRTEL'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 AIRTEL 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:

The agreement can be terminated by JMRC before completion of contract duration 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)

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To,

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

Sub.: Financial offer for provision of Mobile CUG Connections & Data Card services for JMRC.

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

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

S. No.	Plan Details [As per TOR]	No. of connections [Tentative]	Monthly chargeable rent for the plan in INR
[1]	[2]	[3]	[4]
1.	Plan A [CUG]	300-400	1.1
2.	Plan B [CUG]	10-100	
3.	Plan C [Data Card]	10-25	4

The above mentioned rates in column (4) are exclusive of taxes.

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

Yours Sincerely,

(Authorised Signatory) For AIRTEL

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

WJSB