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Date: 13.02.2018

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

2nd Floor RSIC Wing, Udhyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Phone No.: 0141-5192404, E-mail: jgmadm@jaipurmetrorail.in



No. F.1(I-65)/JMRC/DC/IT/2018/7107

To,

M/s. Bharat Sanchar Nigam Limited (BSNL) MI Road, Jaipur -302010.

Subject: Offer for provisioning of ISDN PRI Lines with EPABX systems at all the offices of JMRC at Mansarovar Depot (Admin Building), Khanij Bhawan and RSIC Wing (Udyog Bhawan) Jaipur.

Dear Sir/Madam,

Jaipur Metro Rail Corporation Ltd. (JMRC) desires to avail ISDN PRI services of BSNL in JMRC offices at Mansarovar Depot (Admin Building), Khanij Bhawan and RSIC Wing (Udyog Bhawan) Jaipur. You are requested to provide your offer in accordance with the Terms of Reference (TOR) enclosed herewith as Annexure-A and financial offer in Annexure-B at the earliest, within 07 working days from the date of issue of this letter.

Encl.: As above.

(Dinesh Kumar Sharma)

Joint General Manager (Admn.)

Terms of Reference (TOR)

Subject: Provision of ISDN PRI Lines at all the offices of JMRC i.e. Mansarovar Depot (Admin Building), Khanij Bhawan and RSIC Wing (Udyog Bhawan) Jaipur.

1. OBJECTIVE:

Jaipur Metro Rail Corporation Ltd. (JMRC) desires to hire the services of ISDN PRI Lines for its offices at Mansarovar Depot (Admin Building), Khanij Bhawan and RSIC Wing (Udyog Bhawan) Jaipur.

2. TECHNICAL REQUIREMENT:

S. No.	JMRC office PRI			Monthly Free	Remarks
The second second	Location	Line	upto	Call Value	
1.	Mansarovar Depot (Admin Building)	One	120 Lines	₹ 12,000	Without EPABX#
2.	Khanij Bhawan & RSIC Wing, Udyog Bhawan Premises	One	90 Lines	₹ 10,000	With EPABX ##

#EPABX system of JMRC is existing at Mansarovar Depot.

##EPABX at Udyog Bhawan premises shall be provided & maintained by BSNL. The Telephone Instruments & plan (1+1 instruments (Boss secretary system) shall be provided & maintained by BSNL on chargeable basis, wherever & whenever required.

3. COMMERCIAL REQUIREMENTS:

- (i) Intra CUG Calls shall be free. Inter BSNL CUG calls within JMRC Offices (Khanij Bhawan, Udyog Bhawan premises & Mansarovar Depot (Admin Building)) shall also be free.
- (ii) Call rates (Outside JMRC CUG) shall be 1 paisa per second to all the operators (for local & STD).
- (iii) Payment shall be made on monthly basis after submission of bill.
- (iv) GST or any other taxes as applicable shall be paid extra, as applicable.
- (v) ISD shall not be provided, in general. The ISO shall be provided when specifically asked on any number in writing.
- (vi) Free itemized billing shall be provided on demand.

4. OTHER TERMS & CONDITIONS:

- (i) The contract shall be initially for 3 years and shall be further extendable with mutual consent at the same rates for next two years.
- (ii) EPABX at in JMRC offices Udyog Bhawan shall be owned provided & maintained by the operator (M/s. BSNL) and EPABX for the JMRC office at Mansarovar Depot (Admin Building) shall be owned provided & maintained by the JMRC.
- (iii) Telephone instrument & plan (1+1) instrument, whenever required shall be supplied & maintained by BSNL on the agreed charges basis.
- (iv) The extension line from RSIC wing of Udyog Bhawan to JMRC offices in Khanij Bhawan shall be provided & maintained by BSNL.
- (v) Internal Wiring shall be arranged & maintained by JMRC.
- (vi) Inter JMRC CUG (BSNL) call shall be possible by dialling a 3-4 digit short no.

5. SERVICE LEVEL AGREEMENT

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

COMPLAINT TYPE	System SLA (Working Hours)
EPABX not working (Dial tone not available)	6
"0" dial tone for outside dialing not available	12
Outside JMRC CUG call not possible	6
Inter CUG call not possible	6
Calls not through –ISD/STD related complaints	6
Instrument (In case supplied by BSNL), wiring related & miscellaneous complaints (If covered in the scope of BSNL)	24

- (ii) Service levels are available from Monday to Saturday, during normal local business hours, excluding national holidays.
- (iii) The phone /email sent by JMRC to BSNL on the given complaint no. /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 three 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 or shifting of JMRC's offices to other location.

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)

To

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

JAIPUR.

Sub.: Financial offer for provision of ISDN PRI Lines services in JMRC officess in Mansarovar Depot (Admin Building), Khanij Bhawan and RSIC Wing (Udyog Bhawan) Jaipur.

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 (Rs.)	Monthly* Rent (Rs.)	Monthly Rent (Rs. in words)
1.	JMRC office at Mansarovar Depot (Admin Building), Bhrigu Path, Mansarovar, Jaipur- 302020 (Without EPABX)	12000		
2.	Khanij Bhawan & RSIC Wing, Udyog Bhawan Premises. (With EPABX)	10000		

^{*} GST excluded.

Further, the telephone instruments & Boss secretary system shall be provided & maintained by BSNL wherever required as per following rates:

		The per following rates.		
	Initial cost #	Rent (if any) #	Remarks	
CLI Telephone				
Plan 1+1 (Boss				
secretary system)				

GST excluded, as applicable.

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

All the terms & conditions shall be as per TOR enclosed (Annexure 'A') with your letter dated _____ referred above.

Yours Sincerely,

(Authorised Signatory)
For BSNL

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