



JAIPUR METRO RAIL CORPORATION LIMITED

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

JAIPUR METRO

No.F.1(43)/JMRC/DCA/IT/MCC&DC/2017-18/ 1471

Date: 09.06.2017

To,

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

Kind Attn: Mr. Mohit Jain, Mr. Mohandeep Singh Bindra

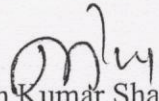
Subject: Offer for provisioning of Mobile CUG Connections & Data Card Services to Jaipur Metro Rail Corporation Ltd., Jaipur.

Dear Sir/Madam,

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 working 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.

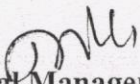
Encl.: As above.


(Dinesh Kumar Sharma)

Joint General Manager (Administrator)

Copy to: 1472-73

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


Joint General Manager (Administrator)

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 & 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, Rajasthan, India	500 Approx.	Without Handsets other instruments #

3. COMMERCIAL REQUIREMENTS:

Particulars	Plan A	Plan B
Toppings (Included in Fixed Monthly 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	6 GB 4G Data per month with threshold capping	2 GB 4G Data per month with threshold capping
Tariff Beyond Free Toppings		
Local Calls (Rs. Per Minutes)		
CUG	Free	Free
GSM (Own)	Free	Free
M-M	Free	Free
M to Landline	Free	Free
STD Calls (Rs. Per Minutes)		
M-M	Free	Free
M to Landline	Free	Free
Roaming Calls (Rs. Per Minutes)		
Incoming	Free	Free
Outgoing	Free	Free
SMS (Rs. Per SMS)		
Local SMS	0.1	0.1

Particulars	Plan A	Plan B
M-M , STD	0.5	0.5
ISD	5.0	5.0
Data		
Data Speed & Volume Limit beyond plan	Capped after 6GB usage, 2G Speed, Unlimited Download with capping facility to Rs. 500 data overage	Capped after 2GB usage, 2G Speed, Unlimited Download with capping facility to Rs. 500 data overage
ISD Tariff	ISD tariff as applicable liable to change as per the national policy of Service Provider. ISD facility is not to be provided in general.	

Data Tariff of Data Card Connections: (Plan C)

Particulars	Details
Cost of 4G Data Card	Free
Monthly Data Download limit	10 GB
Speed Beyond Monthly Data Limit	2G Speed
Monthly Data Download and Upload	Unlimited

- (i) Inter CUG calls within JMRC CUGs shall be free.
- (ii) Service tax 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 initially for one year and shall be further extendable with mutual consent at the same rates for next 06 months in a span of 03 months each.
- (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.
- (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 Hours)
New Connection (COCP)/ Addition to the CUG series	12
Billing Issue Resolution	6
Call drop and voice disturbance related complaints	12
Calls not through – ISD/STD/incoming/outgoing complaints	6

- (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)

Annexure-B

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	
2.	Plan B [CUG]	10-100	
3.	Plan C [Data Card]	10-25	

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).