



JAIPUR METRO

## JAIPUR METRO RAIL CORPORATION LIMITED

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

No.: F.1 (40)/JMRC/DCA/IT/PRI CONTRACT/2016-17/ 6881

Dated: 23.03.2017

To,

M/s. Sistema Shyam TeleServices Limited (SSTL),  
MTS Tower 3, Amrapali Circle,  
Vaishali Nagar, Jaipur-302021  
**Kind Attn:** Mr. Manoj Agrawal

**Subject:** Offer for provisioning of ISDN PRI Lines in Udyog Bhawan Premises.

Dear Sir/ Madam,

Jaipur Metro Rail Corporation Ltd. (JMRC) is using your ISDN-PRI services since long. However, to avail your continued services at Khanij Bhawan office and RajSICO office, 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 day from the date of issue of this letter.

**Encl.:** As above.

  
( Dinesh Kumar Sharma)

**Joint General Manager (Administrator)**

**Copy to:** 6882-83

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

  
**Joint General Manager (Administrator)**

## **Terms of Reference (TOR)**

**Subject:** Provision of ISDN PRI lines in Udyog Bhawan Premises.

### **1. OBJECTIVE:**

Jaipur Metro Rail Corporation desires to continue the service of ISDN PRI lines for its offices in Udyog Bhawan Premises presently provided by M/s Systema Shyam Teleservices Limited.

### **2. TECHNICAL REQUIREMENT:**

S. No.	JMRC office PRI location	ISDN Lines	Extension upto	Monthly Free Call Units	Remarks
1.	Khanij Bhawan	One	30 Lines	Rs. 5000	With EPBAX & Telephone instruments #
2.	Udyog Bhawan (RAJSICO Wing)	One	90 Lines	Rs. 12000	With EPBAX & Telephone instruments #

# The will be upto 6 boss-secretary system. The existing instruments & equipments of SSTL shall be continued and maintained by SSTL.

### **3. COMMERCIAL REQUIREMENTS:**

- (i) Calls rates shall be 1 pairs per second to all the operators above respective monthly call/units (for local 4 STD)
- (ii) Inter CUG calls within JMRC CUGs (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.
- (vi) Free itemized billing shall be provide on demand.

### **4. OTHER TERMS & CONDITIONS:**

- (i) Duration of contract shall be for 2 years extendable to next 6 months.
- (ii) EPBAX/leased line modem/telephone instruments shall be owned, provided & maintained by the operator (M/s SSTL).



- (iii) Internal wiring shall be maintained by JMRC.
- (iv) Existing number scheme shall continue without any change. Any change in the numbers scheme shall be with mutual commutation.
- (v) An agreement shall be executed on non-judicial stamp paper in line with these ToR.

#### **5. SERVICE LEVEL REQUIREMENTS:**

- (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:

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

- (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 SSTL 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 for upto next 6 months as decided by mutual consent in writing, at the same or downwards negotiated rates.
- (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 "Disputes") 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 adjustments 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,  
**JAIPUR.**

Sub.: Financial offer for provision of ISDN PRI services in JMRC offices in  
Khanij Bhawan & Udyog Bhawan (RSIC Wing).

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.	Khanij Bhawan			
2.	Udyog Bhawan (RSIC wing)			

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

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