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भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

To

All CGMs
Telecom Circles/Telecom Districts

No. 77-1/2019/ Outsourcing model- GEN/20

Dated 23.12.2019

Subject: Clarification on FAQs for Policy on outsourcing model issued vide letter No. 77-1/2019/Outsourcing model – GEN/19 dated 20.12.2019

FAQs on Outsourcing Policy by circles/SSAs are mentioned below with detailed clarifications :

1. Who will take permission of road cutting from local body and who will pay Demand for road cutting?
Clarification : RoW permission, payment and coordination with local body will be dealt by BSNL, as being done for maintenance of External Plant Cable Network.
2. What about already damaged underground network?
Clarification : No working connections will be available on already damaged UG Network, for cases, which are commercially viable can be revived by BSNL as approved by BA Head/Circle Head on case to case basis before handing over to outsourcing agency.
3. What is time period to repair fault in case of underground cable fault?
Clarification : MTTR is already given for faults between last pillar and customer premise i.e. Customer Access Network, however Local Access(MDF to Pillar UG cable) UG cable fault will not be counted in MTTR.
4. What about MTTR and repeat fault penalty in case of DSLAM failure or Cable fault from MDF to Pillar or other departmental reason.
Clarification : It will be excluded from the successful bidder scope.
5. Whether Zero reading case booked by ITPC will be counted for repeat fault penalty and MTTR calculation?
Clarification : No, it will not be included. This will be taken care by APP(developed by ITPC)
6. What will be calculation for night hour 8PM to 10 AM for MTTR hour calculation?
Clarification : All the faults made over to bidder(through APP) after 17:00hrs, the time beyond 8 pm to next morning 8 am will not be counted in MTTR for first 24 hours. In all

other cases, MTTR will be counted between the time, fault made over to bidder and the time, fault is cleared by bidder.

7. What about delay due to natural calamity or other uncontrollable reason?

Clarification : The delay due to natural calamity or other uncontrollable reason shall be excluded by ITPC after receiving the approval of BA Head prior to generation of performance Invoice, as a force majeure case.

8. Who will do if extension of network is required? For example- presently network is 200 meter from pillar but colony expanded up to 400 meter then who will lay cable and create / extend new network.

Clarification : No extension of UG copper cable Network to be done under this outsourcing policy.

9. What is Limit of cable laying should be defined? like if cable laying is required up to 5 meter than it will lay by vender but if cable length is more than 5 meter that extra charge @ _ to be paid by BSNL.

Clarification : If bidder is finding such case as commercially feasible for them then bidder can lay UG copper cable on their own cost. Any materials will be not given by BSNL for such case.

10. Who will bear cost of Modem/Telephone instrument?

Clarification : The cost of Modem/Telephone instrument will be borne by customer whether it is purchased from market or purchased through bidder or BSNL owned.

11. Who will bear cost if theft of materials happens?

Clarification : If any theft of materials happens then it will be the responsibility accordingly to deliverables of materials, as per policy(i.e. Bidder for everything except 50 pair and above copper cable).

12. Whether Rural area with more number of customers can be included in cluster?

Clarification : The demarcation of rural and urban area shall be based on the working numbers on copper cable per cluster so that there is a financial viability of the outsourced model and external plant network by making a cluster size of minimum 3000 lines i.e. it may so happen that in some SSA, 4-5 adjoining village exchanges(within 10km) are included in urban outsourcing model, while SDCA towns, below 100 working numbers may not qualify for urban fixed line outsourcing model and may have to be maintained through rural outsourcing model(which will be given separately).

13. How communication (for maintenance of network and new provisioning) will be done between BSNL team and Bidder team?

Clarification : The communication (for maintenance of network and new provisioning) between BSNL and the outsourcing agency shall be through mobile app / desktop software, in order to minimize the down time for customer complaints and eliminate manual interactions.

14. Whether any changes can be done on eligibility Criteria?

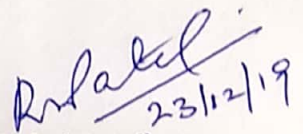
Clarification : The eligibility Criteria may be modified to make more stringent with the approval of Circle Head, in case circle is confident of fitting suitable bidders for its clusters.

15. Whether Tender Cost and EMD can be exempted to MSME bidder?

Clarification : The guidelines issued by MM unit of BSNL Corporate Office time to time shall be followed.

You may further process and take necessary action accordingly.

This is issued with the approval of competent authority.


(Rahul Patel)
GM (NWP-CFA)
BSNL CO, New Delhi

Copy to :1. CMD, BSNL

2. Director(CFA)/Director(FIN)/Director(HR)/Director(EB)

3. CGM BBNW/NCNGN

4. CGM, ITPC Circle for information and necessary action please.

5. GM(NWO-CFA)/GM(NWO-BBIN)/GM(Fin-CFA)

Policy on outsourcing model for Maintenance and provisioning of Landline & Broadband for External plant of Copper Network in Urban Area

BACKGROUND

For the revival of BSNL, Government of India has approved a package containing a number of actionable points to be done by BSNL. One of the action item was offering of VRS for employee above the age of 50 years. As per the closing figures of VRS, it is observed that many of the line staff involved in provisioning as well as maintenance of external plant network (Copper Cable) have opted for VRS. It is also a fact that a number of activities pertaining to work related to copper cable network from exchange to customer premises is working on a hybrid model of work-based outsourcing / contract labour along with assistance / provisioning / monitoring by BSNL's own staff in Group 'C' and Group 'D' cadre. Some of the key activities that shall be performed by Group C and D cadre is as follows

1. Indoor Activities for maintaining urban Exchanges (Power Plant, Battery, DG Sets, loop-break tests etc.)
2. In many SSAs, TT/ATTs are also being utilized for Security, Housekeeping and office works.
3. In major SSA HQs, CSCs are very big and at central location of cities. Maximum customers are doing cash payment of bills & submitting applications at these CSCs only. In post VRS Scenario & in CSC Outsourcing scenario also, we need to man these big CSCs and sizable number of Group C staff will be required for these CSC.
4. Group C staff is also required in Sales & Marketing as RMs(Retail Managers) & for conducting/assisting Melas at prominent locations/ Bazar days/ major events and other major marketing initiatives etc.
5. Group C staff is also required for units like accounts/TR/ Admin/Stores-MM etc.
6. A no of Gr C staff in TTA/JE cadre is involved in work of BTS optimization / reporting /BSC- MSC –OMCR manning / transmission system Mtce / IT related activities / NIB and packet core n/w O&M related activity etc.

In order to ensure that BSNL's fixed line customers continue to get services to their satisfaction and BSNL fixed line network capacity is further utilized by provisioning of new land line / broadband connections, a policy for outsourcing of activities based on SLA is required to be formulated. The Policy consists of the outsourcing model for the copper based outdoor network. It is expected that the Business Areas under circles will implement this policy in true spirit and improve the customer services experience from the fixed line copper network of BSNL.

There will be two type of works under external plant from MDF to Customer premise:

- a) **Customer Access : Maintenance and provisioning of landline and Broadband network from Last pillar to Customer Premise with all materials like UG cable, drop wire, jumper wire, CLIP Instruments, LJU & Splitter etc. [50 pair and above UG cables as well as BSNL owned CPE repairing/replacement will be provided by BSNL to bidder.]**
- b) **Local Access : Maintenance and laying of UG cable from MDF to last pillar.**

The work "a" will be outsourced. The work "b" will be done as per existing practices being followed in each business area as per the present set up of BSNL.

SCOPE OF WORK

- 1) Maintenance of Customer Access Network includes
 - a) Attending all types of faults in Customer Access Network such as drop-wire break and drop cable breakdown, overhead cable break, foreign voltage faults, cleaning the joints in overhead lines and changing the wires, cables, DP Tag blocks faults etc.
 - b) Attending all types of cable faults from 5 pair cable to higher size such as Underground cable break, foreign voltage, earth fault set, faults at pillar and end to end testing.
 - c) Testing/jumpering at the MDF for fault repair, pair change, new LL/BB connections.
 - d) Clearing of fault dockets in the system after clearing of the faults.
 - e) Attending the Broadband fault at the customer premises including configuration of CPE related issues.
 - f) Attending ISDN PRI/Leased Circuits/SIP Trunk copper cable faults and all other services running on Customer Access Network
- 2) Provision of new Landline connections to the customers.
- 3) Provision of New Broadband connections on existing Landline
- 4) Provision of New Broadband connections with new Landline
- 5) Shifting of landline and broadband connection
- 6) Provisioning of New ISDN PRI/Leased Circuits/SIP Trunk on copper media
- 7) All stores shall be supplied and installed by bidder at own cost except 50 pair and above UG cables. These cost will be borne by bidder and BSNL will not make any payment for these stores items.
- 8) All stores related to the Maintenance of telecom external plant from the last pillar/cabinet to the customer terminal viz. Drop-wire. 5 pair cable, 10 pair cable, 20 pair cable, jointing kits and its Accessories, Jumper wires, DP Tag blocks and other subscriber end line materials be supplied by the bidder.
- 9) Storing Packing and transportation of materials shall be done by the bidder.
- 10) Packing and freight charges if any for taking out and return of BSNL provided items like 50 Pair cable etc. shall be borne by the bidder.
- 11) The cluster shall be formed in such a way that min. 3000 working lines (urban area only) shall be in one cluster, however for bigger cities the cluster size can go upto 10k working lines. For metro cities the cluster size shall be 10k to 20k working lines. The cluster shall be formed considering contiguous geographical area covering the complete exchange location in such a way that no exchange shall be part of two clusters.

Working connection of the exchanges/clusters as on dated 01.01.2020

Sr. No.	Cluster Name	Name of Exchanges	No. of Landline without Broadband	No. of Landline with Broadband	No. of ISDN PRI/Leased circuits/SIP Trunk on copper
1.					
2.					
3.					
4.					
5					
6					
7					
8					
...					

Eligibility Criteria

1.1 General Qualification

- 1.1.1 The Bidder must be Indian registered Companies under Companies Act 1956/2013 or a LLP or a Firm registered under applicable Acts.
- 1.1.2 The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.
- 1.1.3 The Bidder must have a valid PAN & valid registration under GST Act, EPF and ESI in India.

1.2 Technical Qualification

- 1.2.1 The Bidder must have an experience of executing works related to provisioning new connection or maintenance of underground telecom cables/telecom outdoor network/BTS maintenance of any Telecom Service Providers (holding service license) in the two financial years i.e. 2017-18, 2018-19.
OR
- 1.2.2 BSNL Franchisee associated with BSNL for more than 5 years.

(Bidders will be required to support claims of their required experience , through certificates issued by any executive with approval of AGM rank officer, in case of PSUs or with approval of Circle Head, in case of private TSPs.)

1.3 Financial Qualification

- 1.3.1 The Bidder must have minimum annual turnover of 50% of estimated cost of tender, during each of the consecutive financial years 2017-18 and 2018-19 from telecom business as mentioned in 1.2.1 in Technical Qualification.
OR
- 1.3.2 For BSNL Franchise, Business with BSNL in (FY 2017-18) + (FY 2018-19) shall be

Cluster Size	
3k – 5k	1 Cr.
5k – 10k	2 Cr.
10k+	3 Cr

Bidders will be required to support claims of their financial qualification through their audited financial statements duly certified by their CA.

The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.

Special condition of Contract :

Each bidder can participate for any number of clusters but the contract to one bidder shall not exceed 70% of total working lines of SSA to ensure minimum two bidder in the SSA. The choice of clusters will rest with successful bidder.

Key Performance Indicator (KPI): SLA is defined as under:

- 1. **Repeat fault-** Fault booked for a connection, more than once in a calendar month will be counted as repeat fault. The % of numbers out of total numbers in the fault list appearing as repeat fault shall not exceed 12% in first three months & 10% in onward months.

2. Mean Time to Repair the Fault (MTTR) should be as under:

FMC in Rs.	0-300	301-600	601-800 and 800+	ISDN PRI/SIP Trunk/ Leased circuit
MTTR in Hrs	12 Hrs	6 Hrs	4 Hrs	3 Hrs

3. **% Fault Clearance in 24 hours:** More than 95% of the faults booked shall be cleared within 24hrs.
4. **Provisioning of New LL or New BB :** All booked connections shall be provided within 3 days of receiving OB for execution. However bidder shall attempt 75% provisioning within 2 days.
5. **Provisioning of new BB on existing LL :** All booked connection shall be provided within 2 days of receiving OB for execution.
6. **Provisioning of new ISDN PRI/SIP Trunk/Leased Circuits :** All booked connection shall be provided within 3 days of receiving OB for execution.
7. If Telephone/CPE arranged by customer resulting in delay then such delay will be excluded from the total time taken for provisioning. However, maximum 7 days will be excluded.
8. In case of delay due to cable fault (between MDF & Pillar) to the extent that alternate pair could not be arranged, such faults/provisioning will not form part of list considered for adherence of SLAs (MTTR for fault & provisioning time for new LL/BB).

Incentive :

Monthly Incentive for high FMC working numbers (having different MTTR) .

FMC - Rs. 301-600	: Rs.17 per customer of FMC Rs.301 to 600
FMC - Rs. 601-800	: Rs.27 per customer of FMC Rs.601 to 800
FMC - Rs. 800+	: Rs.35 per customer of FMC Rs.800+
PRI/SIP Trunk/Leased Circuits	: Rs.70 per customer of PRI/SIP Trunk/Leased ckts

Plan up-gradation : 50% of difference of upgraded plan FMC with existing plan FMC (one time to be given as incentive as per FMS entry). No further incentive will be given for the same LL/BB number.

Penalty :

a) Penalties will be levied on monthly KPIs

KPI	SLA	Penalty
Fault Clearance	95% in 24 hrs.	0.2% of invoice value for each 1% of slippage.
MTTR	12 Hrs.	0.3% of invoice value for each hour of slippage (rounded off)
MTTR	8 Hrs.	0.5% of invoice value for each hour of slippage (rounded off)
MTTR	4 Hrs.	1.0 % of invoice value for each hour of slippage (rounded off)
MTTR	3 Hrs.	1.33% of invoice value for each hour of slippage (rounded off)
Repeat fault	10%	0.5% of invoice value for each 1% of slippage (pro-rata basis).
New connection provisioning LL or BB	3 days	Rs.25/- per day delay (max.Rs.100/-for each connection) for each connection.
Provisioning BB on existing LL	2 days	Rs.25/- per day delay (max.Rs.100/-for each connection) for each connection.
Provisioning of new ISDN PRI/SIP Trunk/Leased Circuits or any other services on customer Access NW	3 days	Rs.50/- per day delay (max.Rs.200/-for each connection) for each connection.

- b) The contract will be terminated with PBG forfeiture for consecutive 3 months non-performance on failure to meet all the SLAs i.e. MTTR, Provisioning, fault clearance and repeat faults parameters. Notice to be served for non-performance in 1st month, 2nd month and 3rd month before final termination.
- c) In case partial SLAs are met then also it is liable for termination. However, EOI/Tender accepting authority reserves the right to grant any relief in action for termination considering the circumstances/nature on the appeal made by the bidder if one or more parameter are met.
- d) Total penalties for network maintenance shall be capped at 15% of invoice value of maintenance work . However penalty for delay in new provisioning will be levied as per actuals and shall be in addition to penalties for network maintenance.

Payment terms:

1. The bidder should submit the invoice to the officer in-charge of the cluster on receipt of performa Invoice generated from BSNL IT System.
2. The charges for provision of new Landline shall be based on the number of new landline provision during the month. Maintenance charges for the new connections shall be payable from the new calendar month after 90 days of date of installation (for connections provided in January'2019 month will be counted from 1-5-2019 for maintenance calculation).
3. For the purpose of invoice preparation, Number of working connections in a cluster shall be calculated taking the average of working connections on the first and last day of the month.
4. Two performa Invoices will be generated i.e. IV-1: Invoice Performa for Maintenance Charges and IV-2 : Invoice Performa for Provisioning Charges
5. 90% of the payment of the monthly invoices shall be paid on submission of Invoices by the bidder and Balance 10% after 30 days from the payment of 90% of Invoice.

Financial SCHEDULE :

<u>Base Price Per Unit *</u> <u>Rs.35(Rs. Thirty Five Only)</u>	<u>Quote % w r t Base price</u> <u>per unit In figures</u>	<u>Quote % w r t Base price per</u> <u>unit In words</u>

***Excluding GST**

SI No	Type of maintenance work	Basic Rate equivalent to(Units)
1	Monthly maintenance charges for each working LL without BB	1 unit
2	Monthly maintenance charges for each working LL with BB	1 unit +Rs.17/-
3	Monthly maintenance charges for each working ISDN PRI/Leased Circuits/SIP Trunk	1 unit +Rs.70/-
4	MDF related work for each working lines (for cluster size <10K lines)	0.1
5	MDF related work for each working lines (for cluster size >10K lines)	0.07

SI No	Type of Provisioning work	Charges
1	Provision of New Land Line	Rs.210/-
2	Provision of BB only (on existing Landline)	Rs.105/-
3	Provision of New Broadband including new Landline	Rs.280/-
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	Rs.350/-

Sample Calculation:

- I. The maintenance charges shall be paid for a cluster per month based on the number of average working Lines for the month (working lines on 1st and last day of the month added and divided by 2) for which maintenance charges is being calculated irrespective of the number of line/cable faults attended.

For example: Cluster 1 having 2000 Landlines without BB, 1000 Broadband with LL, 100 PRI/SIP Trunk/Leased circuits on Copper network

Calculation sheet is attached as Annexure –I and Annexure-II

Annexure - I

(All the calculation is exclusive of GST)

IV-1 : Invoice performa for Maintenance charges with unit rate Rs.35/-

No	Type of work	Units	Rate	Cluster 1	Amount
		A	B	C#	D=A*B*C
1	Monthly maintenance charges for each working LL without BB	1	35	2000	70000
2	Monthly maintenance charges for each working LL with BB	1+ Rs.17	52	1000	52000
3	Monthly maintenance charges for each working ISDN PRI/Leased Circuits/SIP Trunk	1+Rs.70	105	100	10500
4	MDF related work for each working lines (for cluster size <10K lines)	0.1	3.5	3100	10850
Monthly Incentive for MTTR adherence for higher FMC customers					
5	FMC Rs.301-600		17	500	8500
6	FMC Rs.601-800		27	300	8100
7	FMC 800+		35	200	7000
8	PRI/SIP Trunk/Leased circuits		70	100	7000
	Total Maintenance charges				173950

IV-2 : Invoice performa for Provisioning charges

1	Provision of New Land Line	210	30	6300
2	Provision of BB only (on existing Landline)	105	20	2100
3	Provision of New Broadband including new Landline	280	10	2800
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	350	5	1750
	Total Provisioning charges			12950

Number of working connections in a cluster shall be calculated taking the average of working connections on the first and last day of the month

Annexure - II

(All the calculation is exclusive of GST)

Penalty calculation for Maintenance Invoice of Rs.173950

No.	parameters	Penalty	SLA	SLA achd	% of Invoice	Slippage in % or hr	Amount
1	Fault Clearance(95%)	0.2% of invoice value for each 1% of slippage	95%	90%	0.2	5%	1739.5
2	MTTR 12hrs	0.3% of invoice value for each hour of slippage (rounded off)	12 hrs	18	0.3	6	3131.1
3	MTTR 8hrs	0.5% of invoice value for each hour of slippage (rounded off)	8 hrs	9	0.5	1	869.75
4	MTTR 4hrs	1.0 % of invoice value for each hour of slippage (rounded off)	4 hrs	4	1	0	0
5	MTTR 3hrs	1.33 % of invoice value for each hour of slippage (rounded off)	3 hrs	4	1.33	1	2313.535
6	Repeat fault(10%)	0.5% of invoice value for each 1% of slippage	10%	16%	0.5	6%	5218.5
	Total Penalty for Maintenance	(max . 15% ie Rs 26092/-)					13272.39
	Payable Maintenance charges after Penalty calculation						160677.6

Penalty calculation for Provisioning

	Parameters	Penalty	SLA	Prov	SLA Achd	Delay	Penalty	Amount
1	New LL or BB	Rs.25/- per day delay (max.Rs.100/-for each connection) for each connection.	3 days	10	4	1	25	250
2	New LL or BB		3 days	10	5	2	25	500
3	New LL or BB		3 days	10	6	3	25	750
4	New LL or BB		3 days	10	10	7	25	1000
6	BB on existing LL	Rs.25/- per day delay (max.Rs.100/-for each connection) for each connection.	2 days	5	1	0	25	0
7	BB on existing LL		2 days	5	2	0	25	0
8	BB on existing LL		2 days	5	4	2	25	250
9	BB on existing LL		2 days	5	8	6	25	500
10	New ISDN PRI/SIP Trunk/Leased Circuits	Rs.50/- per day delay (max.Rs.200/-for each connection) for each connection.	3 days	5	2	0	50	0
	Total Penalty for Provisioning							3250
	Payable Provisioning charges after Penalty calculation							9700.0

Total Payable Maintenance and Provisioning Charges after penalty**170377.6**