

**NWP - CFA Cell,
BSNL, 4th Floor,
Corporate Office, Janpath,
New Delhi-110001**



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

To

**All CGMs of
BSNL Telecom Circles/Telecom districts**

No. BSNLCO-CFAP/13(15)/2/2020-NWP-CFA-BSNL-CO

Dated: 18.11.2021

Subject: Amendments to the existing policy for outsourcing of maintenance and provisioning of Landline & Broadband for External plant of Copper network.

Reference: Letter No. 77-1/2019/ Outsourcing model- GEN/19 Dated.20.12.2019

Policy on outsourcing model for Maintenance and provisioning of Landline & Broadband for External plant of Copper network in Urban Area" was circulated vide this office letter no. 77-1/2019/ Outsourcing model- GEN/19 dated 20.12.2019.

This Policy has been amended based on recommendation of the committee and the amendments in the existing policy are enclosed herewith. This policy is applicable for all new contracts with immediate effect. All Telecom Circles/districts are requested to take necessary action accordingly.

This is issued with the approval of competent authority.

**(Pawan Kumar)
AGM (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) BSNL Corporate Office for information and necessary action please.
6. GM NWO-BBIN) BSNL Corporate Office for information and necessary action please.
7. GM (Fin-CFA) BSNL Corporate Office for information and necessary action please.

Amendments to the existing policy for outsourcing of maintenance and provisioning of Landline & Broadband for External plant of Copper network

Change in rate (Both Maintenance and provisioning)

1.1 Rate of Maintenance:

As per existing Policy	Revised clause as per recommendations of Committee
Outsourcing Policy Payment Terms Point No. 2. Maintenance charges for the new connections shall be payable from the new calendar month after 90 days of date of installation.	Outsourcing Policy Payment Terms Point No. 2. Maintenance charges for the new connections shall be payable from the 1 st day of the following month of customer activation.

1.2 Rate for Provisioning:

The Charges for provisioning work may be revised as follows:

As per existing Policy	Revised clause as per recommendations of Committee
Outsourcing Policy - Financial Schedule. Provision of New Land Line Rs. 210/-	Outsourcing Policy -Financial Schedule. Provision of New Land Line Rs. 500/-
Outsourcing Policy - Financial Schedule. Provision of BB only (on existing Landline)- Rs. 105/-	Outsourcing Policy -Financial Schedule. Provision of BB only (on existing Landline)- Rs. 250/-
Outsourcing Policy - Financial Schedule. Provision of New Broadband including new Landline- Rs.280/-	Outsourcing Policy -Financial Schedule. Provision of New Broadband including new Landline- Rs.650/-
Outsourcing Policy - Financial Schedule. Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper- Rs. 350/-	Outsourcing Policy -Financial Schedule. Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper- Rs. 1000/-
Not mentioned	Outsourcing Policy –New additional Penalty point (e). If newly provisioned connections except temporary connections are surrendered by 20% or more within 90 days of provisioning, 50% of provisioning charges of such surrendered connections should be recovered from cluster partner’s next bill.

2. Change in penalty / Incentive

2.1 Any change in penalty:

As per existing Policy	Revised clause as per recommendations of Committee
Outsourcing Policy – Penalty point (d).	Outsourcing Policy – Penalty point (d). Total penalties for network maintenance shall be capped at 15% of invoice value of maintenance work But If penalty charges exceed more than 40% of invoice value then additional 5% penalty shall also be levied in addition to capped penalty 15%.
Outsourcing Policy – Penalty point (a) - Repeat Fault penalty. 0.5% of invoice value for each 1% of slippage (pro-rata basis).	Outsourcing Policy – Penalty point (a) - Repeat Fault penalty. Repeat Fault penalty will be 1% of Invoice amount for each 1% of slippage, capped at maximum of 3%. This penalty within main SLA penalty capping, not over and above main penalty
Not mentioned	Outsourcing Policy –New additional Penalty point (f). If landline/bb faults continue unattended for more than 7 days then Rs.5 per day penalty (levied for each such fault from 8 th day from date of booking till fault closure date) or If leased ckt faults continue unattended for more than 7 days then Rs.15 per day penalty (levied for each such fault from 8 th day from date of booking till fault closure date) , will be imposed and this penalty will be above the penalty capping of 15%. In case fault remain pending till last day of the month then penalty to be levied till last day of the month for current month and again from 1 st day of next month till date of closure in next month.

2.2 Change in Incentive:

As per existing Policy	Revised clause as per recommendations of Committee
Outsourcing Policy – 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.	Outsourcing Policy –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. Additional incentives for achieving the following parameters. i. If Repeat fault <=5% - Incentive of 1% of the Invoice value. ii. For gross connection in a month more than or equal to 0.5% of Cluster size . Incentive of 1% of the Invoice value If Provisioning < = 3 days for all the provisions in a month (min 0.5% gross connection of cluster size) - Incentive of 1% of the Invoice value Upon achieving all the above three parameters in a month, an incentive of 4% of the invoice value in place of 3% (for all three incentives) .

3. **Any change in SLA :** No change

4. **Addition of work.**

<u>As per existing Policy</u>	<u>Revised clause as per recommendations of Committee</u>
Outsourcing Policy - Financial Schedule. Not mentioned	Outsourcing Policy -Financial Schedule. Same Provisioning charges as proposed in point no. 1.2 will be applicable for execution of shifting work order also with same penalty clause as applicable as new connection. Shifting work should be treated as provisioning work. However, delay in execution of the shifting orders would attract same penalty as new connection.

5. **Other suggestion:**

<u>As per existing Policy</u>	<u>Revised clause as per recommendations of Committee</u>
Not mentioned.	Outsourcing Policy –Scope of Work- New point no. 1 (f). Maintenance of Customer Access Network includes- CP has to maintain network beyond last pillar including any mini-pillar and other network components between last pillar and customer premises.
Not mentioned.	Outsourcing Policy –Special Condition of Contract.-Exit Clause: During the running period of Contract, either party shall have the right to terminate this as per the following conditions. A. By partner: by giving BSNL written notice 90 days in advance but only after completion of one year of the contract B. By BSNL: by giving the Bidder written notice 30 days in advance. A. By partner In case of Advance notice by partner, PBG will be forfeited if already any termination notice (s) is already served by BSNL. The termination date would be decided by BSNL authority as per the field and administrative convenience. In case of Advance notice by partner where no termination notice is served by BSNL, the PBG shall not be forfeited. B. By BSNL BSNL may also terminate the Contract without assigning any reason whatsoever in the following instances (In case of SLA failure, "the existing three consecutive notices "clause would be continued: Insolvency or bankruptcy of the Successful Bidder(s). However, the PBG may not be forfeited and BSNL authority reserves the right to decide on this. Change of ownership of the business of the Successful Bidder(s). However, the PBG may not be forfeited and BSNL authority reserves the right to decide on this. Breach of any of the terms/ conditions of the tender documents and this agreement. PBG forfeiture would be governed by existing tender clauses. For any other reasons as mentioned in other relevant sections of the bid document. PBG forfeiture would be governed by existing tender clauses.

<p>Mentioned in letter Tender/EOI can be done for two years which can be extended for further one year depending upon performance of the vendor and requirement of field units.</p>	<p>Outsourcing Policy –Special Condition of Contract.-Duration of Contract: Initially agreement will be signed for two years with one + one year extension subject to the performance of the partner and approval of the competent authority. In case the calculated penalty (not levied as capped) for preceding 3 months (all 3 months) prior to date of end of contract , is less than or equal to 15% then the extension for an year will be mandatory subject to partner consent .</p>						
<p>Outsourcing Policy - Financial Schedule. Not mentioned</p>	<p>Outsourcing Policy -Financial Schedule. For a new connection If the loop length is more than 150 meter then for provisioning of such NTC/shift, an additional amount of Rs.150 will be given to Cluster Partner. This will be applicable for length from 150 Meter to reasonably maintainable distance.</p>						
<p>Outsourcing Policy - Background- Point a) - Customer Access. &Point b) Local Access. 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.</p>	<p>Outsourcing Policy –Background- Point a)- Customer Access . &Point b) Local Access. The work “a” will be outsourced. For work “b” Circle heads are authorized for taking decision as per the requirement of Circles for inclusion of Primary cables with SLA based Contract with End-to-End maintenance from MDF to Customer premise with appropriate increase upto 20% in the base rate , however the cable and TSF kit will be provided by BSNL .</p>						
<p>As per existing Policy Not mentioned.</p>	<p>Revised clause as per recommendations of Committee Outsourcing Policy –Special Condition of Contract.- Key Performance Indicator (KPI)- New pint no. 9- Closure of normal faults will done by OTP based system.</p>						
<p>Not mentioned.</p>	<p>Outsourcing Policy –Scope of Work- New Point No. 12- Connections which are located in same building of exchange/MDF will not be included for cluster count of working lines with exclusion of maintenance of these number from the scope of cluster. Suitable flag will be updated in the system to identify such numbers clearly.</p>						
<p>Outsourcing Policy - Scope of Work- Point No. 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.</p>	<p>Outsourcing Policy –Scope of Work- Point No. 8- Bidder will keep the following materials in each cluster for proper O&M as well as new connection provisioning. And all other materials will be provided by BSNL.</p> <table border="1" data-bbox="586 1325 1287 1419"> <tr> <td>Drop wire / Drop Cable</td> <td>Jumper wire</td> </tr> <tr> <td>5 Pair Cable</td> <td>UY connector</td> </tr> <tr> <td>LJU</td> <td>DP tag block</td> </tr> </table>	Drop wire / Drop Cable	Jumper wire	5 Pair Cable	UY connector	LJU	DP tag block
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