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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/48

Dated 08.01.2020

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. The existing Cable Fault Maintenance Tenders are providing only labour for digging the earth in terms of 'quantum work' @ per cubic meter. In the present tender, there is no "SLA" to fix the responsibility to the Vendor for not restoring cable faults in time. Whereas, the SLA is there in the proposed new tender by the Corporate Office, which will be seen as a disparity between the two Vendors and also the very purpose of clearing the faults in 4 hours will not be achieved?

Clarification: The MTTR mentioned in outsourcing policy for Customer Access Network(Last Pillar to Customer Premise) and it is not for the Local Access Network(MDF to Last Pillar).

2. In the present tender, the primary cables faults are identified by SDE/JTO External by using Cable Fault Locator. Police permission, supply of materials are the look out of SDE/JTO External. If the existing tender continues, all these formalities have to be followed which will delay the attending of faults?

Clarification: Primary copper cables of Local Access(from MDF to Last Pillar) is not included in given outsourcing policy. The MTTR for Primary Copper Cables fault restoration will be excluded for the MTTR calculation under given outsourcing policy.

3. While comparing the local access faults and customer access the maintenance of local access will be difficult due to the existing primary cable network from MDF to the last Pillars have already been served more than 15 years. Due to the road widening and other activities, majority of primary cables are affected and attended several times and hence with so many joints, it has low insulation. Therefore, in the local access network, the landline faults are 80% due to primary cable faults and not in Customer Access ?

Clarification: (This query doesn't ask anything so may be excluded)

4. In the secondary cables, the distribution cables are mainly 200/100 and 50 pair. Less than 50 pair size cables are very less in number. As per the BSNL CO proposal, less than 50 pairs are only to be maintained by the Vendor of 'Customer Access'. This means, very less work for the Vendor, whereas the main fault attending work is in the primary cable and secondary cable which is more than 100 pair size. When the "Local access" part is not given importance but giving the MTTR of 4 hours only to

Customer Access will not serve the purpose and will result in poor quality of service. In the post VRS scenario, the supervisory cadres viz. SDE /JTO will be less when compared to presently available strength. Outsourcing the Customer Access without outsourcing the Local Access Network will not serve the purpose of clearing the faults in time (MTTR - 4 hours) and give quality service to the Customers. Further, with the less number of staff strength in the post VRS scenario, the entire burden like procurement of materials, transportation, arrangement of cables, approval of Estimates & approval thereon etc. within the time frame will be difficult by the SDE. . So, the Customer Access Vendor, as per the proposed tender will never be able to achieve the MTTR within 4 hours. Hence, it is proposed that Local Access also must be outsourced along with the Customer Access in the same Tender?

Clarification: This outsourcing policy is issued due to VRS taken by TT/ATT of CFA field units. And the primary copper cables maintenance in the field is mostly taken care by already outsourced arrangement or through Temporary Advance arrangement. Circle Head may decide to have any other arrangement if existing setup of maintenance of Local Access Copper Network is not enough.

5. Clarify if provisioning includes laying of cable wherever required?

Clarification: No, there should not any expansion of Copper Network. If outsourced Agency wants to lay cables for financially viable cases then they can lay copper cables on their cost.

6. Laying of cable for provision of new lines, atleast less than 50 pair, erection of DP, etc. if not envisaged already?

Clarification: There should not any expansion of Copper Network. If outsourced Agency wants to lay cables for financially viable cases then they can lay copper cables on their cost.

7. The eligibility criteria are very stringent. It is suggested that, valid registration under GST act, EPF and ESI can be insisted upon if the working connection in a cluster is 5000 and above. As onetime measure the required experience can be relaxed, so that experienced retired staff as a team/Firm with MSME registration can participate in the tender?

Clarification: Not agreed.

8. Financial qualification may be relaxed as one time measure by not insisting on annual turnover and submission of audited financial statements?

Clarification: Not agreed.

9. It is mentioned in the model, that charges for maintenance of new phone connection will be effective only after 90 days. Hence maintenance of NPC should be ensured for the first 90 days from the bidder?

Clarification: Yes.

10. Charges for providing new telephone connection can be considered only on payment of first bill by the subscriber and the charges are to be recovered if number is closed within 90 days for poor maintenance?

Clarification: It will not be recovered if customer request for closure within 90 days.

11. The decision of declaring a location/area as TNF will rest with BSNL?

Clarification: No, it will be with successful bidder. However, BA shall review all TNF cases with reasons assigned by bidder.

12. Cluster size may be decided by BA for up to 3000 lines instead of minimum 3K based on geographical area?

Clarification: Separate policy will be issued for Semi-Urban exchanges areas which could not be included in this outsourcing policy.

13. Rs. 35/- as base price is grossly inadequate. To comply with minimum labour wages Act for central Government labour law as base price should be increased to Rs. 95/- ?

Clarification: This outsourcing policy is for work contract and manpower requirement is not mentioned anywhere.

14. Whether whole external plant network including FTTH access starting from MDF to customer premises can be given to outsourced vendor on revenue sharing basis with SLA?

Clarification: No.

15. In SLA based model agreement with vendor will be signed as principal to principal so that responsibility of following minimum wages Act would not come to BSNL. However legal opinion is being taken on this issue ?

Clarification: Being a work concept, relevant clause of law only will apply.

16. While restoring the faults, situation may happens, where laying of cable may be required. So provision also made in the model for laying of cable beyond some reasonable length on payment basis by contractor?

Clarification: Below 50 pair copper cable, Bidder has to do, BSNL will provide only store and work to be done by Bidder.

17. In the outsourcing model, ROW has been kept completely under BSNL scope which may be kept under vendor and BSNL may reimburse vendor the actual charges ?

Clarification: Generally in maintenance work(pillar to DP), permission is required in very few cases. BSNL is being network owner, BSNL only to arrange permission if required so.

18. Include all UG cables from MDF to last pillar as a part of this tender or separate tender may be permitted for carrying out this work?

Clarification: BA/SSA to maintain with existing setup of maintenance.

19. The technical qualification shall be for minimum one year in the last five years?

Clarification: Not agreed

20. Being the first EOI of this type of outsourcing being floated, the requirement of annual turnover may be removed so that any individual with valid experience will be in a position to participate in the tender?

Clarification: Not agreed

21. As per issued guidelines, the tender agreement period is two years and it is extendable for next one year. However, the exit clause is not given in the guidelines, whereas the exit clause for 3 month notice is mandatory for tender agreement period more than one year.

Clarification: There is no exit clause. Termination clause due to service deficiency is there.

22. Chennai TD is in the process of forming clusters for floating tender for outsourcing of cluster access portion of the external plant. Chennai Circle, being a metro is treated as a single SSA unlike other territorial circles. There are 347 exchanges serving 4,20,000 + landline customers and 1,27,000 + broad band customers. A Total of 51 clusters are formed as on date. Even with further fine tuning, Chennai TD would end up with about 45-50 clusters. Estimated value varies from Rs 13,68,374/- to Rs 1,12,436/- per month per cluster, totaling to Rs 65,30,72,880/- for two years. Considering the present delegation of financial power of Rs. 3 Cr of CGM, 22 tenders have to be floated and processed which would be a herculean task. It is therefore requested to **enhance the power of CGM to Rs. 10 Crore** in which case, it may ménage with seven tenders.

Clarification: Specific case to be sent after Tender/EOI is floated.

23. Tender is to be called SSA wise or Circle wise?

Clarification: Circle Head may decide.

24. If tender is to be called cluster wise, choice to bidder cannot be given?

Clarification: Bidding and evaluation is to be done cluster-wise, neither of multiple cluster

25. In a cluster, can be given to 2 or bidder?

Clarification: One cluster will have only one successful bidder.

26. In each cluster, how many number of bidders can be finalized for awarding the work?

Clarification : One successful bidder for One cluster only.

27. Urban –Rural division is not distinct in Kerala and entire area may be taken within the ambit of this Policy?

Clarification : If >3000 lines cluster is possible to form for rural division then it may be included in this outsourcing policy.

28. Whether Tender/EOI Sample document for this outsourcing policy will be issued from BSNL Corporate Office?

Clarification : Yes, MM-CFA Cell of Corporate Office will issue the Tender/EOI Sample document in due course.

29. In case agencies open a new DEL by laying new UG cable whether the criteria of billing shall remain same for maintenance i.e. 90 days from DOI?

Clarification : No expansion of UG copper cable under this outsourcing Policy.

30. In case agencies do not agree to open DEL in TNF area especially for immediate opening of leased line etc. Can BSNL issue cable to same agencies and recover or adjust the amount in coming few billing.

Clarification : Separate arrangement to be made by BSNL for such cases especially for provisioning of Leased lines.

31. In small SSAs such as Bongaigaon, Nagaon, Tezpur and Jorhat where Urban Exchanges are small having less no. of working DELs and distance between them are 50 - 150 KMs. Can these Exchanges be clubbed together and treat them as a single cluster?

Clarification : No, it should not be done under this outsourcing policy. Separate policy will be issued shortly

32. To make the tender more competitive, can we allow SI (System Integrator) also to participate in outsourcing tender?

Clarification : No special relaxation, if it is matching eligibility criteria, they can bid.

You may further process and take necessary action accordingly.

This is issued with the approval of competent authority.

R Patel
08/1/2020
(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)