

CEC/Corp/Bandra/Mobility/

033
Empanelment Order

Date

19 OCT 2022

To

Bharti Airtel Limited

7th floor Interface -7

Mind space, New Link Road

Malad (W), Mumbai -400064.

022-40031400, 022-40031404.

Registered office address,

Bharti Crescent, 1Nelson Mandela Road, Vasant Kunj Phase –II,
New Delhi – 110070, Tel - 011-46666100

Kind Attention: Mr. Nandkumar Bhosale Mob No – (9892049471)

Email. Nandkumar.Bhosale@Airtel.com

Sub: - Providing Mobile (GSM/4G LTE) Services to MSEDCL Employees with Free CUG Voice & Data Services in Maharashtra State (Including Mumbai). –Mobility services to MSEDCL and empanelment.

Ref: 1] Tender specification no. EEC/BND/TECH/T-70/21-22 and subsequent responses to pre-bid queries clarifications and Modifications.
2] Your uploaded technical and commercial bid.
3] Negotiation meeting held on dated 03/03/2022.
4] Your Negotiated offer dated 14/03/2022.

With reference to the above, the undersigned is pleased to inform you that, your offer for the empanelment for the above subject services is accepted by the undersigned on the following terms and conditions.

TERMS AND CONDITIONS

1. The empanelled service provider shall provide mobility services to MSEDCL as per the tariff plan offered.

The Tariff rates are as under,

Type of Data Connection	Free Data usage Limit per month	Rental Tariff (Tariff plan /month/connection in Rs)	Data Roll Over limit
4G - Unlimited Voice with 3000 Local + National SMS	25 GB	Rs 98=00	200 GB
	75 GB	Rs. 249=00	

(Taxes Extra)

Features

- a) Data accumulated in rollover should be valid for the entire contract period.
 - b) Throttling (2G/3G) as applicable should be offered free of charge, post consumption of subscribed data.
 - c) Incoming Roaming & Outgoing Roaming Services should be free of charge on Pan INDIA basis.
 - d) Caller tunes should be provided to all connections free of cost and should not be proposed cost as Value added services (VAS).
 - e) No-pay-go charges (like 10 kb per paisa) should be applied to any connection within contract period.
 - f) All features mentioned above should be applicable and provided in 5G services also, within the same rental tariff plan.
2. MSEDCL reserves the right not to commit any number of connections to the empanelled service provider.
 3. MSEDCL reserves the right to issue multiple orders as per its requirements. Field offices (Regional/Zone/Circle office) shall issue service orders as per the requirement. The service orders will be placed by concerned Regional Offices/ Zone Offices/ Circle Offices and at HO to one or more empanelled service provider based on cellular network coverage scenarios in area of their jurisdiction and as per preferences. Circle level order shall be issued with due approval of the concerned Zonal Chief Engineer. The field offices can switch over (MNP/ new connections) to another empanelled service provider if they face difficulty in network & services being provided by the existing service provider.
 4. The period of the contract shall be 3 (three) years from the date of issuance of the empanelment order.
 5. The tariff plan offered and approved by MSEDCL may be extended to the employees of MSEDCL, approved vendors/ services providers of MSEDCL by the service provider, who wish to avail of it in their individual capacity. However, MSEDCL will not take any kind of responsibility for such connections and payments thereof. The MSEDCL tariff plan offered to family members of MSEDCL employees (5 nos) and approved vendors/agencies is subject to confirmation of the ECS payment facility from the person who is subscribing to the connections.
 6. You shall nominate nodal officers for respective Regional/Zone/Circle/Division offices for single-point communication and resolution of issues. The service provider shall share the contact details (Mobile/Email) with respective MSEDCL local offices.
 7. One Chief Nodal officer shall be appointed at the HO level, who will be responsible for establishing the helpdesk and addressing the issues related to the services for the entire

group of MSEDCL in Maharashtra including Mumbai circle, and employees at HO. The sufficient spare 4G SIM should be kept at HO and each Region/Zone/Circle/Division offices level for replacement in case of SIM failure.

8. Empanelled service provider should set up In Building Solution (IBS) to boost the network coverage & high data speed at Prakashgad, HSBC & Dharavi Corporate offices and MSEDCL Colonies across Mumbai. The service provider shall also set up the same at MSEDCL Region/Zone/Circle offices as per the request of the concerned officer in their jurisdiction.
9. For request of Data top up, the cost should not be more expensive than prevailing market rates.
10. Disconnection of mobile services of M.S.E.D.C.L.'S connection for whatsoever reason should not be carried out without prior notice of 30 days to the concerned nodal officer of MSEDCL.
11. MSEDCL reserves the right to terminate the contract in part or full by giving 60 days' notice in advance.
12. No security deposit will be paid by MSEDCL for getting any connection or for activation of any type of services on the mobile connection.
13. The service provider should provide an online portal for Self Service for raising complaints or for activation/ deactivation of services. Further, all empanelled service providers should provide a dashboard with the following facilities:
 - a) User-wise usage data
 - b) Region /Zone/ Circle wise usage data
 - c) Period-wise usage data
 - d) Viewing of rollover data
 - e) Billing summary
 - f) Payment history
 - g) Rollover data status
14. The dashboard should be provided by service provider within 30 days from the award of the contract/empanelment. In general, approx. 100 users shall be given access to the dashboard. The service provider shall ensure 100 per cent availability of the dashboard and should work seamlessly. Any issue/breakdown shall be resolved within 7 days from the date of receipt of complaint else a penalty @ Rs 500 per day shall be levied and a maximum of up to 10% of group billing of that particular billing unit. Penalty/LD mode shall be recovered from commercial payables/credit notes/ security deposits by the concerned field officers. Ticket supporting system for tracking of complaints. (ticketing system may or may not be part of the dashboard / self-service portal) There shall be a facility for MSEDCL users to raise tickets for the activation/deactivation of services. The process of activation/deactivation is to be handled by the service provider in coordination with a nodal officer appointed at the Corporate /Region/Zone/Circle level.
15. The payment of the monthly bill will be made by the corporate office and at respective Regional /Zonal/ Circle/Division offices as the case may be. The payment shall be done by MSEDCL within 45 days from receipt of the monthly bill subject to fund availability.
16. No value-added services should be activated on the company-paid connections without a written/email request from an authorized person of MSEDCL. If such a facility is found

activated without the request of MSEDCL's authorized person then no payment for the such facility will be made by MSEDCL. Missed call alerts and caller tunes VAS are to be provided free of cost.

17. Activation/ Deactivation of connection or any kind of service should be carried out within 4 (four) hours from the receipt of such request from MSEDCL's authorized person & activation of new connection should be done within 24 working hours.
18. The itemized monthly bill for mobile connections provided to MSEDCL should be emailed to the Corporate office / respective Regional/ Zone/ Circle offices' authorized email ids with a summary sheet at least 15 days before the due date of payment. The payment of the monthly bill will be at corporate office and by the respective Regional/ Zonal/Training centre/Circle/Division as the case may be. For example- for the users working under particular Regional/ Zonal/Training centre/Circle/Division, payment of those users will be paid by that respective Regional/ Zonal/Training centre/Circle/Division & Corporate office in the group.
19. ISD facility should be disabled by default so that 'Missed call fraud' calls from international numbers could be avoided.
20. The service provider shall pay 10% of the contract value as Security Deposit (SD) by DD/FDR/BG. The SD will be forfeited for denial and non-rolling out of services. The service provider will have to pay SD in the form of a Bank Guarantee of any Nationalized Bank in favour of "M.S.E.D.C.Ltd." valid for the contract period or the agency shall submit DD/FDR in favour of "M.S.E.D.C.Ltd."The Security Deposit shall be refunded after the satisfactory completion of the contract period.
21. The service provider will also have to execute an agreement with MSEDCL in Company's standard proforma. The cost of stamp paper /Franking Rs. 500=00 shall be borne by the service provider.
22. Facilities such as Itemized billing, Caller line identification presence (CLIP), and National and International roaming rent (NOT INTERNATIONAL ROAMING CALL CHARGES) should be provided free of cost.
23. The facility of sending SMS to the entire group of company paid connection of M.S.E.D.C.L. should be provided by the service provider. The general frequency for the requirement for the such facility maybe once in 2 quarters.
24. The SIM cards shall be delivered to the MSEDCL offices Region /Zone/Circle/Division/Training centre/Corporate offices, the authorized nodal office signatory will coordinate for releasing the cards to the individual employees, the SIM cards shall be issued on the designation of the employee of MSEDCL and are not transferable, however, the user name will be provided by MSEDCL.
25. Service Provider shall depute one person having a thorough knowledge of mobile phone services at MSEDCL Corporate Office Prakashgad, Bandra. This person will be responsible to resolve service-related issues at Corporate Office such as handset settings, data transfer billing-related issues etc. and should be made available at Prakashgad Bandra during office working hours with all devices.
26. Bharti Airtel Limited needs to submit the escalation matrix and one Single Point Of Contact (SPOC) for coordinating at the HO level for issues across Maharashtra and Mumbai Circle.

27. Wherever 5G services are successfully tested & rolled out, the empanelled service provider shall mandatorily provide 5G services to the user base of MSEDCL including In Building Solution (IBS). The 5G services should be provided without any additional financial burden and within the same tariff applicable for 4G services as agreed and will remain unchanged.

28. MNP/ Switchover process

It is to mention that, you have submitted the undertaking of Mobile Number Portability - MNP (Annexure VII – Undertaking Proforma for MNP), and agreed to the conditions for both the recipient operator and donor operator for ease of porting. The undertaking submitted by you is enclosed herewith.

- i) Each MNP request should be completed within the turnaround period (TAT) defined by TRAI complying with all regulatory guidelines.
- ii) After providing/complying with all required information from MSEDCL as per regulatory requirements (TRAI/DoT guidelines), the service provider will have to complete the MNP request as per mentioned clause of the RFP.
- iii) In case of delay (beyond 30 days) in MNP by the Donor Operator, then a penalty of 0.5% of billing of a particular Regional/Zonal/Circle/Division office per week shall be applicable subject to 10% of the contract value.
- iv) The penalty shall be applicable if porting is rejected for issues other than regulatory compliance.
- v) Penalty/Liquidated Damages (LD) shall be recovered from commercial payables/credit notes/ security deposit by the concerned field office.

All other terms and conditions of Tender documents of EEC/BND/TECH/T-70 /2021-22 and subsequent responses to pre-bid queries with clarifications/modifications will remain the same.

Please acknowledge the receipt of the order and the acceptance thereof within 3 days from the receipt of this order otherwise it will be presumed that the order is acceptable to you.

Thanking you,

Yours faithfully,



(V.S. Jahagirdar)
Chief Engineer (Civil)
MSEDCL, Bandra (E).

(A-43(3)/dt. 12/08/2022

Copy s.w.rs.to:-

- 1] Director (Operations)/ (Finance)/ (Commercial)/ (Projects)/ (HR) MSEDCL Corp. Office Prakashgad, Mumbai.
- 2] The Joint Managing Directors, MSEDCL Regional Offices, Aurangabad/Kalyan.
- 3] The Executive Directors (Dist)/(Finance)/(B&R-IT)/(HR), MSEDCL Corp. Office Prakashgad, Mumbai.
- 4] The Regional Directors MSEDCL, Regional Offices Pune/Nagpur.

Copy f.w.c.s.to:-

- 1] CGM (IT)/CGM (CF) MSEDCL Corp. Office Prakashgad. Mumbai.
- 2] All Chief Engineers O&M Zones, MSEDCL/ Chief Engineer MSEDCL, TRD Nashik.

Copy to:-

- 1] GM (HR-DC)/ OSD to Hon'ble CMD MSEDCL, Corp. Office Prakashgad, Mumbai.
- 2] All Superintending Engineer O&M Circle MSEDCL.
- 3] Executive Engineer (Civil) FM/Bandra Civil Division, MSEDCL, Corp. Office Prakashgad, Mumbai.

Annexure VII: Undertaking for MNP

UNDERTAKING PROFORMA FOR MNP

We M/s Bharti Airtel Limited do hereby undertake that:

For recipient Operator:

We will facilitate all documentation and necessary support required for the documentation for MNP Process.

We will coordinate with the donor operator for releasing the porting numbers and will complete all documentation immediately, and a maximum of up to 7 days else penalty @0.5% per week or part thereof and a maximum of up to 10% of group billing of billing unit (location under porting request) shall be levied.

For Donor Operator:

We will support all MNP processes and will not hold up any MNP request unnecessarily.

We will port out any individual corporate connection which doesn't have outstanding dues/billing disputes among particular group billing units. Porting should be released for undisputed individual corporate connection irrespective of group billing dispute/group outstanding dues if any.

We will coordinate with the recipient operator & office in charge. We will highlight any discrepancies in the MNP process immediately.

We agree to pay the penalty applicable as per the provisions of the tender in case of delay caused by us during the MNP process. (As per Note No 2)

Note:

Each MNP request should be completed within 7 days after complying with all regulatory requirements.


In case of delay (beyond 30 days) in MNP by the Donor Operator, then a penalty of 0.5% of billing of a particular Division/Circle/Zone per week shall be applicable subject to 10% of the contract value.

be updated to respective MSEDCL business/CRM process application on priority. Field offices in charge or nominated nodal officers shall give necessary testimonials/documents to service provider for doing MNP/ subscribing new connections.

- iv) After successful switchover/MNP, old numbers shall be discontinued immediately.
- v) The concern field offices should take review regarding mobile network strength/coverage/data speed/ services for empanelled service providers under their jurisdiction, feedback from staff, and set the preferences while doing switchover/ MNP.
- vi) Switchover/MNP shall be permissible 3 times in contract period. Frequent switchover shall be strictly avoided. Approval shall be obtained from concern Zonal Chief Engineers for Switchover/MNP.
- vii) The service orders will be placed by HO and concern Regional offices/Zone offices/Circle offices to one or more empanelled service providers on the basis of cellular network coverage /data speed/ services in the areas of their jurisdiction and as per preferences. Circle offices shall obtain due approval of concern Chief Engineer for issuing orders.
- viii) Contact details of service providers,

Sr.No.	Name of Service provider	Email ID	Contact No
1	M/s Bharti Airtel Limited	Nandkumar.bhosale@airtel.com	9892049471
2	M/s Reliance Jio Infocomm Limited	Manoj.kotian@ril.com	7977095915
3	M/s Vodafone Idea Ltd	Gaurav.kulshrestha@vodafoneidea.com	9823006535

Above representative shall further inform the contact details for respective Regional/Zone/Circle offices.


(V.S. Jahagirdar)
Chief Engineer (Civil)
MSEDCL, Bandra (E).

Copy s.w.r.s to:-

- 1) Director (Operations)/ (Finance)/ (Commercial)/ (Projects)/ (HR) MSEDCL Corp. Office Prakashgad, Mumbai
- 2) The Joint Managing Directors, MSEDCL Regional Offices, Aurangabad/Kalyan.
- 3) The Executive Directors (Dist)/(Finance)/(B&R-IT)/(HR), MSEDCL Corp. Office Prakashgad, Mumbai
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