

(A Govt. of Maharashtra Undertaking)

Phone: 022 2647 21 31 (O)

Extension - 2586

Email Id: eefmcivil@gmail.com

Executive Engineer (Civil), FM section Plot No G 9, MSEDCL Civil Corporate Office; Anant Kanekar Marg Prakashgad,

Bandra (East), Mumbai-51

Ref.No.EE/FM/No/00929

Date:02/08/2022

Empanelment Order

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

Kind Attention: Mr. Vikas Khandelwal (Mob No – 9004089513)/ Nandkumar Bhosale Mob No – (9892049471)

Email. Vikas Khandelwal@Airtel com/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 to 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 above subject services approved by the competent authority and is accepted by the undersigned on following terms and condition.

TERMS AND CONDITIONS

1 The empaneled service provider shall provide the mobility services to MSEDCL as pertariff plan offered.

	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	25.00	Rs 98=00	200 GB
	25 GB	Rs. 249=00	
	75 GB		

(Taxes Extra)

- (i.) Data accumulated in roll over should be valid for the entire contract period. **Features**
- (ii.) Throttling (2G/3G) as applicable to service provider should be offered free of charge, post consumption of subscribed data.
- (iii.) Incoming Roaming & Outgoing Roaming Services should be free of charge on Pan INDIA basis.
- (iv.) Caller tunes should be provided to all connections free of cost and should not be proposed cost as
- (v.) No-pay-go charges (like 10 kb per paisa) should be applied to any connection within contract period.
 - 2. MSEDCL reserves right not to commit any number of connections to empanel service provider.
 - 3. MSEDCL reserves right to issue multiple orders as per its requirements. Field offices (Circle level/Zone level/RD) shall issue services order as per the requirements. The service orders will be placed by concerned Circle Offices/Zone Offices/RD Offices/HO to one or more empanel service providers on the basis of cellular network coverage scenario in the areas of their jurisdiction and as per preferences. Circle level orders shall be issued with due approval of concern Zonal Chief Engineers.

The field offices can switch over (MNP/ new connections) to other empanel service provider if they face difficulty in network & services being provided by the existing service provider.

- 4. The period of contract shall be 3 (three) years from date of issuance of 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 provide, 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 employee (5 nos) and approved vendors/agencies subject to confirmation of ECS payment facility from the person who is subscribing the connections.

- You shall nominate nodal officers for respective Division/Circle/Zone/RD/ offices for single point communication and resolution of issues. The service provider shall share the contact details (Mobile/Email) to respective MSEDCL local offices.
- One Chief Nodal officer shall be appointed at HO level, who will be responsible for establishing the helpdesk and addressing the issues related to the services for entire group of MSEDCL in Maharashtra including Mumbai circle, and employees at HO. The sufficient spare 4G SIM should be kept at each division/circle/zone/region offices/HO level for replacement in case of SIM failure.
- 8. Empaneled Bidders should set up in Building Solution (IBS) to boost the network coverage & high data speed at Prakashgad, HSBC & Dharavi Corporate offices and MSEB Colonies across Mumbai. Bidder shall also be setup at MSEDCL Region/Zone/Circle offices as per request of concerned officers in their jurisdiction.
- On Data top up request, cost of top up should not be 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 online portal for Self Service for raising complaints or for activation/ deactivation of services. Further all empaneled bidders should provide dashboard for following facilities, a) User wise usage data. b) Circle/Zone/Region wise usage data. c) Period wise usage data. d) Viewing of roll over data. e) Billing summary. f) Payment history, g) Roll over data status. The dashboard should be provided by all bidders within 30 days from award of contract/empanelment; in general, approx. 100 users shall be given access for the dashboard. All The bidder shall ensure 100 percent availability of dashboard and should works seamless, any issue/breakdown shall be resolved within 7 days from the date of receipt of complaint else penalty @ Rs 500 per day shall be levied and maximum up to 10% of group billing of that particular billing unit. Penalty/LD mode shall be recovered from commercial payables/credit note/ security deposit by the concern field officers. Ticket supporting system for tracking of complaints. (ticketing system may or may not be part of dashboard / self-service portal)There shall be facility to MSEDCL users to raise tickets for activation / deactivation of services. The process of activation / deactivation is to be handled by service provider in coordination with nodal officer appointed at circle/zone/region & corporate level.
- 14 The payment of monthly bill will be made by respective Division/ Circle/Zonal Regional/Corporate offices as the case may be. The payment shall be done by MSEDCL within 45 days from receipt of monthly bill subject to fund availability.
- 15. No value added services should be activated on the company paid connections without written/email request of authorized person of MSEDCL. If such facility is found activated

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

- 16 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.
- The itemized monthly bill for mobile connections provided to MSEDCL should be emailed to the respective Division /Circle/Zonal office/Regional/Corporate offices's authorized E mail Ids with summary sheet at least 15 days before the due date of payment. The payment of monthly bill will be made by respective Division/ Circle/Zonal payment. Training centre/corporate offices as the case may be. For example- the users /Regional/Training centre/corporate offices as the case may be for example- the users working under particular Division/ Circle/Zonal /Regional/Training centre Corporate offices. payment of those users will be paid by that respective Division/ Circle/Zonal /Regional/Training centre /Corporate offices in group.
- 18. ISD facility should be disabled by default so that 'Missed call fraud' calls from international numbers could be avoided.
- The service provider shall pay 10% of contract value as Security Deposit (SD) by DD/BG. Denial and non-rolling out of services will forfeit the SD. The successful tenderer will have to pay Security Deposit in the form of Bank Guarantee of any Nationalized Bank in favour of "M.S.E.D.C.Ltd." valid for contract period. The Security Deposit shall be refunded after satisfactory completion of the contract period. OR agency may submit the DD/FDR in favour of "M.S.E.D.C.Ltd."
- 20 The service provider will also have to execute an agreement with the Company in Company's standard proforma. The cost of stamp paper /Franklin Rs 100=00 shall be borne by the service provider.
- 21 Facilities such as Itemized billing, CLIP, National and International roaming rent (NOT INTERNATIONAL ROAMING CALL CHARGES) should be provided free of cost.
- 22 Facility of sending SMS to entire group of company paid connection of M.S.E.D.C.L. should be provided by the bidder. The general frequency for requirement for such facility may be once in 2 quarter.
- 23 The SIM cards if required to deliver to the MSEDCL offices Region /Zone/Circle/Division/Training centres/corporate offices, the authorized nodal office signatory will coordinate for releasing the cards to the individual employees, the SIM cards should be issued on the designation of employee of MSEDCL and are not transferable however user name will be provided by MSEDCL.
- 24 Service Provider shall depute one person having thorough knowledge of mobile phone services at Corporate Office of MSEDCL at 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.
- 25 Vodafone Idea Ltd need to submit the escalation matrix and one SPOC for coordinating at HO level for issues across Maharashtra and Mumbai Circle.

26. Wherever 5G services is successfully tested & rolled out, empaneled service provider shall mandatorily provide 5G services to MSEDCL user base including Building Solution (IBS).

27. MNP/ Switchover process

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

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

The detail process of MNP is as per attachment

All other terms and conditions of Tender documents of EEC/BND/TECH/T-70 01/2021-22 and subsequent responses to pre-bid queries with clarifications/modification will remain same.

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

Thanking you,

Chief Engineer (Civil)

1] Director (Operations)/ (Projects)(Commercial)/(Finance)/HR

2] ED (IT&CS)/HR

Copy to

1] CGM (IT)/CGM(CF)

1) GM (HR-DC)/ OSD to CMD (MSEDCL)

2) EE (Civil)- FM Section.

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

For Donor Operator:

- We will support all MNP process and will not held up any MNP request
- We will port out any individual corporate connection which doesn't have outstanding dues/billing dispute among particular group billing unit. Porting should be released for undisputed individual corporate connection irrespective of group billing dispute/group outstanding dues, if any,
- We will coordinate with recipient operator & office in-charge. We will highlight any discrepancy in MNP process immediately.
- We agree to pay the penalty applicable as per the provisions of tender in case of delay caused by us during MNP process. (As per Note No 2)

Note

- 1) Each MNP request should be completed within 7 days after complying all regulatory
- 2) In case of delay (beyond 30 days) in MNP by Donor Operator, then penalty of 0.5% of billing of particular Division/Circle/Zone per week shall be applicable subject to 10% of contract value