


MAHA VITARAN
Maharashtra State Electricity Distribution Co. Ltd.
(A Govt. of Maharashtra Undertaking)
CIN : U40109MH2005SGC153645

Phone : 2647 42 11 (O)
2647 21 31 (O)
2647 0953 (P)
FAX : 2647 0953

Chief Engineer (Civil)
Plot No G 9, MSEDCL Corporate Office,
Anant Kanekar Marg Prakashgad,
Bandra (East), Mumbai-51

Ref.No. CEC/Mumbai/Tech/ **W-0217**

Date: **13 FEB 2019**

Empaneled service provider services LOA (Mobility Services contract)- (WITHOUT- PREJUDICE)

To
M/s. Bharti Airtel LTD [Registered Office address - Mumbai]
6th Floor, Interface 7.
Link Road, Malad (W)
Mumbai – 64.

Kind Attention: Mr. Parag Sonalkar / Mrs Supriya Surve

Email Id: supriya.surve@airtel.com

Sub: - Providing Mobile (GSM) Services to MSEDCL Employees, with Voice & Data Services in Maharashtra State (Including Mumbai) in contingency.

- Ref: 1] Tender specification no. CEC/CORP/MUM/TECH/ e-T- 01 /2018-19 and Subsequent to responses to pre - bid queries clarifications and Modifications.
- 2] Your acceptance of empanelment as a service provider to MSEDCL @ rate of L1 bidder vide email dated 31/07/2018.
- 3] CEC/Bandra/Mobility Services /No/1314 dated 27/09/2018 – Circular.
- 4] LOA to M/s.VODAFONE IDEA LTD - CEC/Mumbai/Tech/1510 dated 03/11/2018.
- 5] BR NO1431Of Board meeting held on 30th August 2018.

Dear Sir,

With reference to the subject cited above, the undersigned is pleased to inform that pursuant to the consent for the empanelment and your willingness to provide the services (thereby matching the rate of L1 bidder) whenever assigned on the contingent events as specified therein and subject to the terms & conditions as prescribed, this LOA is hereby placed upon you in accordance with the provisions contained in Clause no 5 of Annexure –I of Tender Documents.

TERMS AND CONDITIONS

1. Contingent Contract :-

This is to make very clear that present LOA is one sort of , 'Contingent Contract' as defined u/sec. 31 of the Contract Act, 1872, which depends on the contingencies as illustrated in 'Switchover Responsibility Matrix' herein under.

2. Contract Period :-

The period of contract shall be three year from September- 2018 to August 2021. However, the quoted tariff plan will be reviewed every after 6 months for downward trend only, and the lowest market postpaid plan of successful bidder (i.e Vodafone Idea Ltd) and empaneled service provider (i.e. Bharti Airtel Ltd) of similar configuration in Mumbai & Maharashtra Circles will be compared at that time, and same will be effected after mutual negotiation.

3. Scope of services:-

Since it is a contingent contract, the scope of services as such cannot be certainly defined. At present the LOA dtd. 03.11.2018 bearing the quantity of connections (COCP) Approx.50000 has been awarded to Vodafone Idea Ltd. being declared as L1 bidder. However, Clause 5 of Annexure-1 of Tender Documents has contemplated that, L2/L3... Lx bidder can match the L1 prices, they will be empanelled as 'Service Provider' for MSEDCL during said period of Contract, in case L1 is unable to provide the efficient service as specified therein likewise- is unable to provide the connectivity at particular location/s or having poor network coverage in the specified areas etc. then MSEDCL at its sole discretion will be free to utilize the services of such empanelled bidders to the extent and limited locations as it deems fit.

4. Empanelment and Service Allotment :-

Accordingly, on receipt of your consent for the empanelment in accordance with the Clause 5 as stated above and on approval of the Board vide B.R. referred as above, you have been empanelled and the services for the number of connections as and when required will be allotted to you under the specific Order issued subject to the fulfillment of the conditions as prescribed under 'Switchover Responsibility Matrix' .

In this context the plans as prescribed hereunder shall be configured in your system and be kept ready for switchover of the quantum which will be provided you under the specific order issued from time to time thereby mentioning the location and number of connections by the respective Nodal Officer/ Authorized Signatories of MSEDCL.

5. Offered Tariff plans and agreed by Bharti Airtel Ltd:-

Sr.No	Type of Data Connection	Free Data usage Limit	Rental tariff
1	4G - Unlimited Voice with 3000 Local +National SMS	5GB	Rs.108 per month /connection
2	4G- Unlimited Voice with 3000 Local +National SMS	15GB	Rs.131 per month /connection
3	4G- Unlimited Voice with 3000 Local +National SMS	20GB	Rs.147 per month /connection

(Note: Taxes are extra)

- Above mentioned Data Plans should offer Roll – Over Data Benefits on monthly basis to a maximum of 25 GB.
- Throttling (2G/3G) e 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) Miss call Alerts and caller tunes should be provided to all connections free of cost and should not proposed cost as VAS.
- e) No pay go charges (like 10 kb per paisa) should be applied to any connection within contract period.

The detailed circular mentioning process chart for switching over to empaneled service provider will be issued in due course.

6) **Switchover Responsibility Matrix:-**

Sr No	Description	Initiator
1	If concerned employee/employees face or experiences connectivity/poor network coverage issues then such issues will be raised/communicate to successful service provider i.e. M/s Vodafone Idea Ltd on email ids For Mumbai service area waghmare.sandeep@vodafoneidea.com Vodafone.mseb@vodafone.com For Maharashtra service area Gaurav.Kulshrestha@Vodafoneidea.com Rupesh.Gaikwad@Vodafoneidea.com	Concerned employee communicates to nodal officer/authorized signatory. Authorized signatory will communicate the detail issue to Vodafone Idea Ltd
2	Service provider has to sort out the issue within 30 days from the receipt of issue from respective concern employee/authorized signatory , If the compliances from M/s Vodafone Idea Ltd is not found satisfactorily, it will be MSEDCL discretion to switchover to empanelled service provider i.e M/s Bharti Airtel Ltd.	Nodal officer/authorized signatory of concerned Division/Circle/Zone/Region/Training center will send notices to Vodafone Idea for switching over to empaneled service provider.
3	Respective concern office bearer has to communicate to empanelled service provider i.e. M/s Bharti Airtel Ltd including the details of mobile numbers to be port out. (Email Id : SUPRIYA.SURVE@AIRTEL.COM)	Concern office bearer/authorized signatory Of Division /Circle/ Zone/Region/ Training center inform to service provider via email/scanned letter duly signed.
4	Concern office bearer should follow the above procedure and afterwards ask for permission for porting out to Office of Chief Engineer (Civil) , HO.	On following above mentioned procedure, concern office bearer/authorized signatory Of Division /Circle/ Zone/Region/ Training center send email request to eefmcivil@gmail.com and cecbandra@gmail.com for permission to port out. On approval porting procedure will be initiated.
4	Empaneled service provider and concerned office bearer to carry out the porting	Empaneled service provider and concerned office bearer.

	procedure as per TRAI standards guidelines.	
5	Donor service provider has to co-operate for porting out the COCP mobile numbers.	Receiver service provider has to complete the all documentation in consultation with concern office bearer & donor service provider for porting out.

[Note: 1) After issuance of notice for switching over by concerned office bearer to donor service provider, they have to release the mobile numbers and do co-operate for porting, if it is observed /reported delay/non willingness for any uneven cause, then penalty of Rs 100 per month per connection as per terms and condition of the tender documents will be levied and will be recovered from the bills payable.

2) Switchover from Vodafone idea Ltd to Bharti Airtel Ltd – Acceptor service provider is – M/s Bharti Airtel Ltd and donor service provider is M/s Vodafone Idea Ltd

3) Switchover from Bharti Airtel Ltd to Vodafone idea Ltd to – Acceptor service provider is – M/s Vodafone Idea Ltd and donor service provider is M/s Bharti Airtel Ltd.]

7) Facilitation :-

Empanelled service provider shall facilitate to respective officer bearer/authorized signatories for the MNP process for unique porting code (UPC) generation, NEW SIM allocation, preparation of documents such as excel sheet mentioning UPC code, name of user, mobile number etc along with filling of Customer Acquisitions Form (CAF), Porting form duly signed by authorized signatory and authority letter to submit to the donor operator i.e M/s Vodafone Idea Ltd.

M/s Bharti Airtel Ltd need to co-ordinate with donor operator i.e M/s Vodafone Idea Ltd for porting COCP connections, all documents should be prepared by empaneled service provider's representative, however respective authorized signatory will sign the documents. No MSEDCL officer will visit any office/outlet of M/s Bharti Airtel Ltd to do MNP process; it is the sole responsibility of respective office bearer and empaneled service provider to complete the MNP process for particular office locations within stipulated time.

8) Extension of Plans :-

The tariff plans offered and approved by MSEDCL may be extended to the employees of MSEDCL, approved vendors/ services providers of MSEDCL who wish to avail of it in their Individual capacity on Individual operated individual paid (IOIP) basis. However, MSEDCL will not take any kind of responsibility for such connections and payments thereof, IOIP customers can switch over the connections from Vodafone Idea Ltd to M/s Bharti Airtel Ltd by following MNP process. MSEDCL will not intervene in entire process of switching over for IOIP connections.

a) For MSEDCL vendors MSEDCL nodal officer/Divisional/Circle/Zone/Regional head will submit the authorization for MSEDCL vendor's employees with list of users for offering MSEDCL approved plans.

b) For others/family members of employees (IOIP)- 5 connections per employee will be permitted to offer MSEDCL approved plan subject to fulfillment of terms and conditions of CAF Form of M/s Bharti Airtel Ltd .

9.SLA Parameters to be Followed :-

The service provided should be able to meet the service Level Agreement (SLA) parameters (Table 1) mentioned in the RFP. TRAI approved reports/ Notarized affidavits must be submitted by the bidder for declaring the compliance if required, Penalty charges for breach of respective parameters as mentioned against that parameter in Penalty column of Table -1

along with average period of each parameter is mentioned, overall cumulative penalties capped up to 10% of contract value.

10. Disconnection of Mobile Service :-

No disconnection of mobile services of MSEDCL's connection for whatsoever reason shall be effected without prior notice of 30 days to the concerned nodal officer of MSEDCL.

11. Bill Submission :-

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 /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.

12. Separate Nominee of Service Provider :-

One separate Nodal officer from **Empaneled service provider** should be nominated for each Zone, it is not necessary to be stationed at location, however service provider has to allot email ID to respective nodal officer for each zone and communication regarding services/requirements/issues will be addressed to these Email Ids, MSEDCL will also nominate one nodal officer with Email ID for each zone for co ordination with service provider, service provider should visit the Zone offices, get and confirmed the details of respective nominated nodal officer. On request of MSEDCL, service provider's respective nodal officer should visit the office, further he/she may visit at his own periodically. Resolution of issues raised through emails should be rectified on top priority.

The SIM cards if required to deliver to the MSEDCL offices Region /Zone/Circle/Division/Training centers, 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.

13. Dispute Resolution :-

Empaneled 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.

14. Escalation Matrix :-

M/s Bharti Airtel Ltd Need to submit the escalation matrix and one SPOC for coordinating at HO level for issues across Maharashtra and Mumbai Circle.

15. Security Deposit :-

M/s Bharti Airtel Ltd submitted the BG of Axis Bank amounting to Rs 10 lakh as Earnest money deposit during bid, the validity of BG is till 31/03/2019. This BG will be consider as SD up to porting of 5000 nos of connection and M/s Bharti Airtel Ltd will have to extend the BG validity accordingly on year to year basis. Post 5000 nos, the security deposit cycle will be as under

Mobile numbers ported out to M/s Bharti Airtel Ltd (Post 6000 nos)	Proposed SD (DD/BG) In favour of MSEDCL	Remarks
On completion of 1000 nos	1.6 Lakh	Approximate tender quantum is 50000 nos with configurations 40000- 5GB plan – Rs 108, 8000 nos – 15GB-Rs.131, 2000-20GB-Rs 147 per month, hence for 1000 nos, weighted average method to be applicable for cost calculation for 1000 connection for a year period [800 nos x Rs 108 + 160 nos x Rs.131 + 40 nos x Rs.147 = 113240=00 per month, for a year Rs 1358880=00, with addition of GST, cost will be Rs. 16 lakh, hence 10% of 16 lakh to keep SD
On completion of 2000 nos ...	1.6 Lakh	
On completion of 3000 nos.....and SO ON	1.6 Lakh	

Validation period of SD will be one year and to be renewed every after one year for each slab submission, M/s Bharti Airtel may deposit consolidated SD after switching over substantial connections for entire contract period for switchover connection at particular time as per above calculation and may withdrawn all previous SD submissions.

The security deposit shall be renewed after completion of the contract on year to year basis or as the case may be.

16. Ensure Network Coveragae:-

As per terms and condition of the tender, Annexure –I, clause no 5, the empaneled provider to ensure 100 % network coverage for all locations in State of Maharashtra. M/s Bharti Airtel Ltd is the empanelled service provider, and consented to provide the services @ tariff plans rate of Vodafone Idea Ltd to MSEDCL for contract period.

17. Reporting to primary service provider :-

In case after porting to empanel service provider i.e to M/s Bharti Airtel Ltd is unable to provide the connectivity at particular location/locations OR in case of poor network coverage in some areas, MSEDCL at its sole discretion shall be free to utilize the services for its COCP Connections from Vodafone Idea Ltd again and numbers can be reported out from the empaneled service provider herein M/s Bharti Airtel Ltd to Vodafone Idea Ltd (successful service provider) by following above switcher over matrix as the case may be.

18. Configuration of Plan:-

On receipt of this LOA, M/s Bharti Airtel Ltd need to configure and test the plans as mentioned above within 15 days in order to be ready for switchover/MNP as and when required.

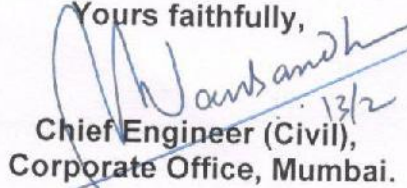
19. Agreement :-

M/s Bharti Airtel Ltd has to execute the agreement as per tender condition and cost of agreement will be borne by M/s Bharti Airtel Ltd.

All other terms and conditions of Tender documents of CEC/CORP/MUM/TECH/ e-T-01/2018-19 and subsequent responses to pre-bid queries with clarifications/modification will remain same and will be applicable in case of ambiguity and contradictions.

Please acknowledge the receipt of this explained service provider LOA.

Thanking you,

Yours faithfully,

Chief Engineer (Civil),
Corporate Office, Mumbai.

Copy s.w.r.to

- 1] Director (Operations)/ (Projects)/ (Finance)/Commercial.
- 2] ED (IT&CS)/HR

Copy to:

- 1] OSD to CMD (MSEDCL)
- 2] EE (Civil) - FM Section.