No. SNEA/Rajasthan/Corr./2020-21/77   Dated 08.07.2021

To,

Chief General Manager,
Rajasthan Telecom Circle
Jaipur

Respected Sir,

Sub: Performance of Cluster partners and suggestions for improvements.

We draw your kind attention on the above subject as most of the cluster partners who were awarded the cluster maintenance work are not meeting performance parameters in the SLA provided as per NIT. The penalties worked out in the monthly bills for the slippage of SLA found to be more than the total cluster bills. In spite of this the penalty is capped at 15% of the invoice amount and the incentives are also paid. As per the NIT the tender is liable to be terminated with PBG forfeited in case slippage of SLA for three months. Even after the passage of more than 6 months it is reported from field units that many of the cluster partners are not showing real interest in improving the performance since the penalty is capped at 15% in spite of the slippage to any extend.

It is also reported that the partners are not engaging sufficient skilled laborers, supplying required materials and also not paying the workers timely and reasonably. There are no sufficient supervisory level workers who are capable of cable fault localization, modem configuration, clarity management etc. More over the cable fault repair records are not maintained or updated by the workers of the partners. There are no guide lines in the SLA to avoid this type of careless/unskilled/ unprofessional handling of cable during fault maintenance. Also the supply of material for the maintenance is also not sufficient. The quality of materials supplied for fault rectification is not ensured at any level. Due to the above reasons the partners are not meeting the performance standard in any of the month and continuance of the contract in spite of the clear cut failure in meeting the SLA may invite objections. With respect to PG cases, MOC cases, leased circuits etc no priority is fixed in the NIT or agreed upon the SLA. In the present system the Cluster Partner receives penalty for non- adherence of standards for a particular number, but he gets incentive for the same number based on its FMC. In certain cases BSNL stands liable for awarding rent rebate for the full period of fault status of such customer.

At the same time flexibility to take over a part of the external plant awarded to the partner like a certain pillar, is also demanding in the prevailing situation. Unfortunately there is no provision in the NIT to deduct the cluster invoice partly for non-performance of particular Exge/ pillar/area in a cluster by the cluster in charge after taking necessary approval from the competent authority.

It is also reported that the cluster in charges and accounts personal are not getting sufficient time to check the correctness of the bills submitted by partners and verification of adherence to statutory obligations. The invoices generated in FMS require close re-verification as many discrepancies are noted in the invoice generated as well as failure in attending the faults for many days. For example in the case of faults which are unattended for more than 30 days, are to be adjusted in cluster payments. After receipt of the bills from the cluster partners, GST compliance and other statutory obligations are to be verified before final passing of the bill for which a time period of 10 days is required. As the cluster partners are submitting the bills only by 7th the present time schedule allowed to complete the bill processing process before 10th of current month for the invoice of previous month is quite difficult. It is pertinent to note that no leased circuit faults are pushed to the FMS, but the cluster partners are paid for the leased circuits. It is generally observed that in many cases the Leased circuits faults are not attended by the partners, but pay-

ment for total number of leased circuits are given to the partners. It is also noted there is lots of discrepancies in number of leased circuits in the cluster Accounts vs. the invoice generated. ISDN BRI circuits are to be treated as normal LL but counted at par with ISDN PRI/ leased circuits. It is also noted that in the present Prabal plus program the circuit details DP, Vertical etc is not incorporated which is very essential for the fault maintenance. It is also noted that in SLA on to areas like MTTR, repeat fault, BB is not at par with TRAI guidelines. The present system proved to be not successful in meeting the SLA and may invite serious actions against BSNL from other statutory authorities for not meeting QOS/bench mark standards in addition to customer churn and audit objections in continuing with the contract against the stipulations in the NIT. BSNL may think for an alternate mechanism for cluster maintenance at the earliest and till such time the present cluster partners may be allowed to continue with following additional conditions if accepted.

1. Incentives should be paid only on meeting the SLA as a first step. Incentive should not be given to any faulty numbers booked again within 30 days.
2. There should not be set any maximum limit of penalty for all months. Vendor is not taking any load in shelter of 15 % maximum penalty capping. If SLA parameters not maintained after three consecutive months, than actual penalty may be imposed on vendor.
3. An undertaking to be insisted that the contract shall be terminated if the SLAs are not met within the extended 6 months.
4. Any rent rebate granted by BSNL to customer / penalty imposed on BSNL for not meeting the TRAI bench Mark to be deducted from the cluster partner.
5. Bill collection with incentive may be assigned to the cluster partners through wallet as in the case of FTTH partners and the maintenance charges (base value other than incentive) may be paid from the wallet. This will ensure timely payment of cluster bills and improve collection and service efficiency.
6. Security is one of the prime concerns after outsourcing. Every vendor must provide list of authorized person to ensure safety and security of equipments. In this tender vendor is not responsible for any theft/lose of store cable etc. There should be clear provision for security of all installed equipments and building by outsourcing vendor with provision of to deduct any damage/theft loss direct from current Bill.
7. Vendor is not supplying proper and sufficient quantity of store, quality is also issue, so clear guideline should be there in this regards.
8. There should be provision in tender as for shifting of pole/DPs, all network maintenance including all type of pillar maintenance etc should be carried out by cluster partner. The cable fault locator/ tracer should be arranged by cluster partner.
9. Whole work should be in the purview of vendor such as primary cable maintenance and pillars to subs premises also. Shifting of pole, DPs, pillars and rehabilitation of MDF, pillars should be included with clear guidelines. Due to lack of this, faults become pending and delayed rectification.
10. There must be clear guidelines about shifting / NTC up to how much length drop wire / drop cable must be laid. At present vendor not doing work beyond 100 meters distance.
11. The vendor is not attending the BTS faults and enjoying capping in penalty. Hence we have to send our staff to attend the faults. There should not be any capping of penalty in these cases.
12. There are no clear guidelines after expire of tender period, for verification and handing and taking over of assets of BSNL. Damaged DP and pillars are not being replaced by vendor.
13. In case new tenders are to be called for those clusters for which the existing partners are not willing with the above suggested additional stipulations, BAs may be permitted to call limited/ open tender based on the amount involved. The eligibility for participating in the tender may be reviewed by the present experience of the present cluster partners. It is suggested that experience of the bidder having experience in maintaining copper network may be made eligible. (At present the BSNL franchisees without experience in the field are already allowed)

Thanking You,

Sincerely Yours

(Susheel Kumar)
Circle Secretary