



भारतीय दूरसंचार विनियामक प्राधिकरण
महानगर दूरसंचार भवन, जवाहर लाल नेहरू मार्ग,
(ओल्ड मिंग्टो रोड), नई दिल्ली-110002
TELECOM REGULATORY AUTHORITY OF INDIA
Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg,
(Old Minto Road), New Delhi-110002



Tender No. AU-4/2/6(3)/2023-QoS dated 06.12.2023
Last Date of Submission of bid by **15:00 Hrs on 11.01.2024**

Tender
for
**Engagement of Agencies for Conducting Audit and
Assessment of Quality of Service**
and
Empanelment of Agencies for future requirement

TELECOM REGULATORY AUTHORITY OF INDIA
Mahanagar Doorsanchar Bhawan,
Jawahar Lal Nehru Marg (Old Minto Road),
New Delhi –110002

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Section-I

Notice Inviting Tender

Invitation of Bids for Engagement of Agencies for Conducting Audit and Assessment of Quality of Service and Empanelment of Agencies for future requirement

1. The Telecom Regulatory Authority of India, Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg (Old Minto Road), New Delhi – 110002 (hereinafter referred to as 'TRAI' or 'Authority') invites sealed tender from Indian companies/ firms (hereinafter referred to as 'audit agency' or 'bidder'), who satisfy the eligibility conditions as mentioned in the Tender Document, for conducting audit and assessment of Quality of Service of –

- (a) Cellular Mobile Telephone Service;
- (b) Wireless Data Service;
- (c) Basic Telephone Service (Wireline) and
- (d) Broadband (Wireline) Service

provided by various access service providers, as specified in the Quality of Service Regulations (hereinafter referred to as 'QoS Regulations') issued and amended from time to time by the Authority. The QoS Regulations issued by TRAI in this regard are as mentioned below:

- (i) The Standards of Quality of Service of Basic Telephone Service (Wireline) and Cellular Mobile Telephone Service Regulations, 2009 (7 of 2009) dated 20th March 2009.
- (ii) Quality of Service of Broadband Service Regulations, 2006 (11 of 2006) dated 6th October 2006; and
- (iii) The Standards of Quality of Service for Wireless Data Services Regulations, 2012 (26 of 2012) dated 4th December 2012.

2. (i) All the bidders, whose bid is found technically qualified as per clause 2.13.6 will be eligible for empanelment for meeting the future requirement of conducting Audit and Assessment of Quality of Service subject to fulfilment of other conditions for empanelment as per clause 2.32 of Section-II, irrespective of whether they are finally considered for award of work or not in the present bidding process.

(ii) Bidders are also allowed to participate in the present bidding process for empanelment only, for meeting the future requirement of TRAI and in such case, they are required to submit the technical bids only.

(iii) For selection of agency for meeting the future requirement of conducting Audit and Assessment of Quality of Service, a separate limited tender enquiry will be floated specifying the scope of work and inviting financial bids from empanelled agencies only. In such case, empanelled agencies will not be required to submit documents for establishing their eligibility for the scope of work.

3. (i) The tender is invited for the following Zones:

- a. RO Bengaluru Zone
- b. RO Bhopal Zone
- c. RO Delhi Zone
- d. RO Hyderabad Zone
- e. RO Jaipur Zone
- f. RO Kolkata Zone

(ii) Details of the Licensed Service Areas (LSAs) along with geographical areas covered under each zone are given in the bid document at **Annexure 2A**.

(iii) The Bidders can submit the bid(s) for any number of zones (one or more than one zone), as per their choice.

4. A copy of the Tender document is available on TRAI's website www.trai.gov.in as well as on www.eprocure.gov.in and may be downloaded for the purpose of bid submission. As TRAI has decided to use process of e-tendering for inviting bids for this tender, hence the hard copy of the tender document will not be available.

5. **Eligibility Conditions:** As specified in clause 2.2 (Eligibility Conditions) of Section-II (*General Conditions and Instructions to the Bidders*).

6. **Bid Security:** The bidder shall furnish bid Security of **Rs. 1,50,000/- (Rs One Lac Fifty Thousand only) per zone**, in the form of Demand Draft/ Banker's cheque drawn in favour of 'TRAI' and Payable at New Delhi.

Exemption of Bid security deposit will be considered for eligible bidders registered as Micro/Small/Start-up with NSIC/MSME/DPIIT etc. Further, the exemption to MSME category is only applicable to those bidders who are registered under the scheduled category (61 - Telecommunications) for which services is being obtained and not for all MSME categories. In case the exemption is sought, the bidder shall also submit a Bid-security declaration.

7. **Last Date & Time of Submission and opening of Bid :** The bids (online as well as offline envelopes) shall be submitted on or before **11.01.2024 by 15:00 Hrs.** Bid received after due date and time will not be accepted. The bids shall be opened at **15:00 Hrs on 12.01.2024**. In case the date of submission or opening is declared to be a holiday, the date of submission and opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be notified through TRAI website and e-procurement portal.

8. TRAI has adopted online bid submission on www.eprocure.gov.in. The requirements and procedure for online bid submission is outlined in detail in '*Guidelines for hassle free Bid Submission*' on the website https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf. Bidders are advised to go through the details thoroughly before submission of bids, as TRAI shall not be responsible for rejection of bids due to incorrect/ faulty online application submission.

9. Incomplete, ambiguous, conditional, unsigned bids are liable to be rejected.

10. The bids [except Envelope-3 (offline) as per clause 2.8] received, either by post or in person, shall not be considered for opening and shall be returned to the bidder in original unopened.
11. TRAI reserves the right to accept or reject any or all bids without assigning any reason.
12. The bidder shall ensure that no addition/ deletion/ corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on e-procurement Portal.
13. In case of any correction/ addition/ alteration/ omission in the bid is found, the bid shall be treated as non-responsive. All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in a language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator, to be true copy in addition to the relevant certificate.
14. All computer generated documents should be duly attested/ signed by the issuing organization.
15. Consortium of companies/ firms are not allowed to participate in the tender.
16. **Clarification on tender document:** Prospective bidders, requiring any clarification on the tender document, may submit their request in writing not **later than 18.12.2023** through e-procurement portal only with copy to Email: **sroqos3@traigov.in**.
17. Tentative date/time schedule for various activities is as mentioned below:

| Activity | Tentative Date | Time |
|---|----------------|-----------|
| Issue of NIT | 06/12/2023 | - |
| Accessibility of Tender Document | 06/12/2023 | 18:00 hrs |
| Pre – Bid Vendor Conference | 13/12/2023 | 11:00 hrs |
| Last Date & Time of seeking clarifications | 18/12/2023 | 17:00 hrs |
| Issue of corrigendum on CPPP Portal, if any | 26/12/2023 | 17:00 hrs |
| Bid submission start date | 29/12/2023 | 09:00 hrs |
| Last Date & Time of Submission of bids online and offline documents | 11/01/2024 | 15:00 hrs |
| Opening of Techno-Commercial Bids | 12/01/2024 | 15:00 hrs |

18. Any change in the schedule of tender submission or opening etc. shall be communicated through TRAI website and e-procurement portal.

(Pawan Kumar Aggarwal)
Joint Advisor (QoS-I)

SECTION- II

General Conditions and Instructions to the Bidders

2.1. Definitions

- (i) **“The Purchaser”** means Telecom Regulatory Authority of India.
- (ii) **“The Bidder”** means the individual or firm who participates in this tender and submits its bid.
- (iii) **“Successful Bidders”** means the bidders to whom work in this tender is awarded.
- (iv) **“The Work Order”** means the order placed by the Purchaser on the successful bidder signed by the Purchaser and will include all attachments, appendices thereto and all documents incorporated by reference therein.
- (v) **“The Contract Price”** means the price payable to the Successful Bidder under the work order for the full and proper performance of its contractual obligations.

2.2. Eligibility Conditions

The Bidders satisfying the following eligibility conditions shall be eligible for bidding:

- (i) The Bidder must be a company registered in India under the Companies Act, 2013 OR a LLP registered under the Limited Liability Partnership Act, 2008, OR a Partnership Firm registered under the Partnership Act, 1932 OR a registered Proprietorship firm.
- (ii) The Bidder should not be an access or internet service licensee under The Indian Telegraph Act 1885.
- (iii) The Bidder must have a valid GST (Goods and Services Tax) registration number and PAN (Permanent Account Number).
- (iv) The Bidder must not be blacklisted or barred from participation in bidding processes either individually or as a member of a consortium as on the date of submission of bid, due to any reasons including poor or non-performance/delayed delivery or for any other reason by any Central/State Government departments, and/or autonomous bodies.
- (v) The Bidder shall not have a business relationship as on date of submission of bid, with regard to the telecom network QoS audit or telecom network operations with any of the Licensed Telecom Service Provider in India in the zones for which bid is submitted, which may result in conflict of interest.
- (vi) The Bidder shall have minimum average annual financial turnover of Rs. two crores during the last three consecutive financial years preceding the bidding year i.e. FY 2020-21, 2021-22 and 2022-23.
- (vii) The Bidder shall have minimum one year experience of successfully conducting telecom network QoS audit or assessment/ monitoring of quality of service of telecom network relevant to the scope of work specified in Section-III of the tender document.

2.3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.4. Bid document:

The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the bid documents or submission of the bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

2.5. Clarification on bid document and pre-bid conference

2.5.1. A prospective Bidder, requiring any clarification on the bid documents shall notify the Purchaser in writing through the e-procurement portal. The Purchaser shall respond in writing to any request for the clarification of the bid documents, which it receives not later than the dates specified in Section-I of this document. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded on TRAI's website www.trai.gov.in as well as on www.eprocure.gov.in. The clarification/queries on bid document should be sent in following format:

| Sl. No | Clause no. with Section of tender | Clarification/query |
|--------|-----------------------------------|---------------------|
| | | |

2.5.2. The Bidders are required to keep regular watch on e-procurement portal www.eprocure.gov.in and the TRAI website (www.trai.gov.in) for any amendment to the tender document or for clarifications in response to the queries raised by the bidders up to a day prior to the last date for submission of bids.

2.5.3. TRAI reserves the right to reject any or all the bids in case the bids are submitted without taking into account these amendments/clarifications. Further, the prospective Bidders shall be fully responsible for downloading of the amendments made by TRAI in the bid document and clarifications issued, if any, from TRAI website or e-procurement portal and TRAI accepts no responsibility whatsoever in this regard.

2.5.4. Any clarification on the bid documents required by the Bidders shall be, to the extent possible, clarified in the pre-bid conference. The pre-bid conference will be held with the prospective Bidders, for technical discussion/clarifications on technical and other matters regarding terms and conditions of the bid document. The pre-bid conference may be held, either in physical mode in the Conference Hall of TRAI HQ, Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg (Old Minto Road), New Delhi-110002, or through online or hybrid mode. The prospective Bidders should, on their own, attend the said conference without waiting for any further communication.

2.5.5. As a result of the discussion in this pre-bid conference, if any modifications to the tender document are considered necessary, suitable corrigenda/addenda will

be issued. A copy of such corrigenda/addenda will be uploaded on www.eprocure.gov.in and TRAI website (www.traigov.in).

2.5.6. Any clarification/ corrigenda/ addenda issued by TRAI either on its own, or in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.

2.6. Amendment of bid documents

2.6.1. At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by issuing amendments.

2.6.2. The amendments shall be notified in writing through e-procurement portal and TRAI website to all prospective Bidders and these amendments will be binding on them.

2.6.3. In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

2.7. Bid Security

2.7.1. The audit agency shall submit a bid security of **Rs. 1,50,000/-** (Rs. One Lac fifty thousand only) **for each Zone**, in the form of Demand Draft/ Banker's cheque drawn in favour of 'TRAI' and Payable at New Delhi.

Exemption of bid security deposit will be considered for eligible Bidders registered as Micro/Small/Start-up with NSIC/MSME/DPIIT etc. Further, the exemption to MSME category is only applicable to those bidders who are registered under the scheduled category (61 - Telecommunications) for which services is being obtained and not for all MSME categories.

However, Bidders, themselves, have to ensure that they are eligible for the such exemption and submit self-attested relevant certificates and documentary proofs for claiming the same. In case the exemption is sought, the Bidder shall also submit a ***bid-security declaration*** (as per Annexure-5) accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a Performance Bank Guarantee (PBG) before the deadline defined in the bid document, they may be suspended from participating in future tenders for a period upto three (3) years.

2.7.2. Original Demand Draft/ Banker's cheque for all zones shall be submitted **physically** to Joint Advisor (QoS-I), Telecom Regulatory Authority of India, Room No-709, 7th Floor, Mahanagar Door Sanchar Bhawan, Jawahar Lal Nehru Marg (Old Minto Road), New Delhi- 110002, before last date and time of submission of bids as mentioned in Section-I, in a single envelope duly super-scribed '*Bid security for conducting audit and assessment of Quality of Service for* [Please mention name of Zones for which Bidder is submitting the

bid’. The Demand Draft/ Banker’s cheque should be drawn on any Scheduled Bank in favour of “**TRAI**” payable at New Delhi.

2.7.3. A scanned copy of the Demand Draft/ Banker’s cheque is also required to be submitted along with Technical bid being submitted on *www.eprocure.gov.in*.

2.7.4. **Bids received without bid security shall be rejected summarily.**

2.7.5. The bid security shall be refunded to the unsuccessful bidders after finalisation of the tender. The bid security of Successful Bidder shall be returned after submission of Performance Bank Guarantee (PBG). No interest shall be payable by TRAI on the same.

2.7.6. The Bidders will be suspended from participating in the future tenders of TRAI for a period upto **three years (3-years)**, in any of the following circumstances/ events:

(a) In the case the bidder withdraws or modifies its bid, after last date of submission of bid, during the period of validity of bid; or.

(b) In the case of Successful Bidder, if the Bidder fails:

(i) to sign the contract; or

(ii) to furnish Performance Bank Guarantee in accordance with clause 2.15 of this Section.

2.8. Documents comprising bids

2.8.1. Bidder shall submit the Techno-Commercial Bid and Financial Bid online separately before the last date and time of submission. First electronic envelope will be named as ‘**Technical envelope**’ and will contain documents to establish Bidder’s eligibility/ technical & commercial conditions and second electronic envelope will be named as ‘**Financial envelope**’ containing financial quote. Offline documents shall be submitted in **Envelope-3 (offline)**. Broadly, following documents are required to be submitted: -

2.8.1.1. **Technical envelope** shall contain:

(i) Copy of the Tender document and clarifications/ corrigendum issued, if any, duly signed by the authorised representative of the bidder on each page of the tender document and clarifications/ corrigendum issued, if any, as an acknowledgement that the bidder has read and accepted the terms and conditions.

(ii) Documentary evidence (as per clause 2.9 of section-II) to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

(iii) Duly filled Form-I to Form-VI of Section- VI of the tender document.

(iv) Scanned copy of authority letters/ power of attorney to designate a person to sign and/ or submit the bid, interact with TRAI for all bid related activities, queries, presentations, etc.

(v) Scanned copy of bid security for each zone in accordance to clause 2.7 of this Section. **OR** Scanned copy of Bid Security Declaration as per **Annexure 5** along with relevant certificate seeking exemption from bid

security deposit.

(vi) Any other documents as specified in the tender document.

2.8.1.2. **Financial envelope** shall contain:

(i) Duly filled Price Schedule in accordance with Section V.

The financial bid inclusive of all levies, duties and other applicable taxes shall be submitted by the bidders on the e-procurement portal only.

2.8.1.3. **Envelope-3 (offline)** shall contain:

Further, the following documents are required to be submitted physically (i.e. offline submissions) to Joint Advisor (QoS-I), Telecom Regulatory Authority of India, Room No-709, 7th Floor, Mahanagar Door Sanchar Bhawan, Jawahar Lal Nehru Marg (Old Minto Road), New Delhi- 110002 on or before the date and time of submission of bids in a sealed envelope. The envelope shall bear '*Bid security for conducting audit and assessment of Quality of Service for [Please mention name of Zone(s) for which bidder is submitting the bid]*' and the phrase: "*Do Not Open Before (due date and time of opening of tender)*".

(a) Bid security (original copy).

(b) Original authority letter/ power of attorney to designate a person to sign and/ or submit the bid, interact with TRAI for all bid related activities, queries, presentations, etc.

(c) Duly filled Form-I to Form-VI of Section- VI of the tender.

(d) Letter of authorization to attend bid opening.

2.8.2. The bid submitted should be properly indexed with running page numbers marked on all documents enclosed.

2.8.3. The name, address, telephone/mobile number, e-mail address of the Bidder and zone for which the bid is submitted, should be clearly mentioned. Any corrections or overwriting in the bid should be attested by the authorized person signing the bid failing which the proposal shall be liable to be rejected.

2.8.4. Bidders are required to sign the complete bid document as per the requirements of this tender.

2.9. Documents establishing Bidder's eligibility and Qualification.

2.9.1. The bidders satisfying the eligibility conditions, as mentioned in **clause 2.2 'Eligibility Conditions'** of Section-II of this tender document shall be eligible for bidding.

2.9.2. To fulfil the eligibility conditions, Bidder must submit following documents:

| Sl. No. | Eligibility Condition | Supporting Documents required |
|---------|--|---|
| i. | The Bidder must be a company registered in India under the Companies Act, 2013 OR a LLP registered under the Limited | Certificate of incorporation/ registration. |

| | | |
|------|---|--|
| | Liability Partnership Act, 2008, OR a Partnership Firm registered under the Partnership Act, 1932 OR a registered Proprietorship firm. | |
| ii. | The Bidder should not be an access or internet service licensee under the Indian Telegraph Act 1885. | An undertaking as per Annexure-3. |
| iii. | The Bidder must have a valid GST (Goods and Services Tax) registration number and PAN (Permanent Account Number). | A self-certified copy of valid PAN and GST registration number. |
| iv. | The Bidder must not be blacklisted or barred from participation in bidding processes either individually or as a member of a consortium as on the date of submission of bid, due to any reasons including poor or non-performance/delayed delivery or for any other reason by any Central/State Government departments, and/or autonomous bodies. | An undertaking as per Annexure 4. |
| v. | The Bidder shall not have a business relationship as on date of submission of bid, with regard to the telecom network QoS audit or telecom network operations with any of the Licensed Telecom Service Provider in India in the zones for which bid is submitted, which may result in conflict of interest. | An undertaking as per Annexure 6. |
| vi. | The Bidder shall have minimum average annual financial turnover of Rs. two crore during the last three consecutive financial years preceding the bidding year i.e. FY 2020-21, 2021-22 and 2022-23 | (i) Audited balance sheet; and (ii) turnover certificate from Chartered Accountant for the prescribed financial years. |
| vii | The Bidder shall have minimum one year experience of successfully conducting telecom network QoS audit or assessment/ monitoring of quality of service of telecom network relevant to the scope of | Details of each such project in Form-II of Section-VI along with copies (<u>duly signed by the purchaser</u>) of: |

| | | |
|--|---|--|
| | work specified in Section-III of the tender document. | (i) purchase/ work order and ii) experience or completion certificates: |
|--|---|--|

2.10. Submission of bid and Validity of Bids

- 2.10.1. The standard formats for the bids (Technical and Financial) are at Section-VI and V respectively. All the details are required to be filled by the Bidders and submitted before the last date and time of submission. The bids should be paginated and indexed.
- 2.10.2. Bids must be received by the Purchaser as per clause 2.8 of Section-II not later than the specified date and time indicated in the Notice inviting tender given in Section-I above.
- 2.10.3. The Bidder is required to submit the bid (except envelope-3) online at the e-procurement portal. Tender bids received after due time & date will not be accepted. **Offline submission of bids would not be accepted and only the documents mentioned in clause 2.8.1.3 of Section-II shall be submitted offline.**
- 2.10.4. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with clause 2.6 in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 2.10.5. The bid shall remain valid for **120 (one hundred twenty) days** from the last date of submission of the bid.
- 2.10.6. Requirements and procedure for online bid submission is outlined in detail in '*Guidelines for hassle free Bid Submission*' on the website https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf.
- 2.10.7. Bidders are advised to go through the details thoroughly before submission of bids, as TRAI shall not be held responsible for rejection of bids due to incorrect/ faulty online application submission.

2.11. Modification and withdrawal of bids

- 2.11.1. The bid modification, revision or withdrawal shall be in accordance with the provisions of e-procurement portal.
- 2.11.2. Subject to clause 2.11.1, no bid shall be modified subsequent to the deadline for submission of bids.

2.12. TRAI's right to accept or reject a bid without assigning any reason

TRAI reserves the right to accept or reject any bid without assigning any reason.

2.13. Opening and evaluation of the bid

- 2.13.1. The technical bids will be opened on **12.01.2024 at 15:00 Hrs.** online through e-procurement portal.

2.13.2. The participating Bidders/ authorised representative(s), if they so desire, may present at the time of opening of the bids.

(A) Technical Evaluation:

2.13.3. The bids shall be evaluated by the Tender Evaluation Committee for their responsiveness i.e. to verify whether proposals are free of any significant omission and deviations from scope of work or other key requirements of the tender.

2.13.4. Subsequently, technical bid will be evaluated to conform whether it meets the eligibility criteria as prescribed in clause 2.2 of Section-II and other requirements of the tender and adherence to the terms and conditions of the tender.

2.13.5. Technical bid of the Bidders, who have submitted technically responsive bid in accordance to the clauses 2.13.3 and 2.13.4, shall be subsequently evaluated based on following parameters:

| Sl. No. | Evaluation Criteria | Maximum Score | Score will be awarded on the basis of specified document |
|----------------|---|----------------------|---|
| 1. | Bidder's specific experience relevant to Scope of Work | 30 | As mentioned in Cl. 2.9(vii) of Section-II |
| | <i>Marks shall be awarded to Bidder as detailed below, based on the number of years for which Bidder has experience of successfully conducting telecom network QoS audit or assessment of quality of service of telecom network relevant to the scope of work specified in Section III of the tender document:</i> | | |
| | <i>(a) < 1 years</i> | <i>- 0</i> | |
| | <i>(b) ≥ 1years and < 2 years</i> | <i>- 20</i> | |
| | <i>(c) ≥ 2 years and < 3 years</i> | <i>- 25</i> | |
| | <i>(d) ≥ 3 years</i> | <i>- 30</i> | |
| 2. | Financial capability | 20 | As mentioned in Cl. 2.9(vi) of Section-II |
| | <i>Marks shall be awarded to Bidder as detailed below, based on the Bidder having average annual financial turnover during the last three consecutive financial years preceding the bidding year i.e., FY 2020-21, 2021-22 and 2022-23:</i> | | |
| | <i>(a) < Rs 2 Crores</i> | <i>- 0</i> | |
| | <i>(b) ≥ Rs 2 Crores and < 3 crore</i> | <i>- 10</i> | |
| | <i>(c) ≥ Rs 3 Crores and < 4 crore</i> | <i>- 15</i> | |
| | <i>(d) ≥ Rs 4Crores</i> | <i>- 20</i> | |
| 3. | Audit Methodology | 20 | As per Form-III of Section-VI |
| | <i>Bidder is required to submit the broad description of the proposed audit methodology including sample design and work plan for performing the audit and assessment of quality of service, as per Form-III of Section-VI. Proposed audit methodology shall become a basis for award of the marks. If required, Bidder may be asked to give a presentation to explain the audit methodology.</i> | | |

| | | | |
|----|--|-----------|---------------------------------------|
| 4. | Qualification and relevant experience of key staff (As per CVs submitted) for the project | 20 | As per Form-IV of Section-VI |
| | <i>Bidder is required to assess the quantum and qualification of key staff required for completion of work in the zone(s) for which bid is submitted, as prescribed under scope of work in Section III. Further Bidder shall also submit the details of qualification and relevant experience of key staff, in Form-IV of Section-VI. Availability of qualified key staff viz-a-viz requirement to meet the scope of work shall become a basis for award of the marks.</i> | | |
| 5. | Innovation and use of tools & testers | 10 | As per Form-VII of Section- VI |
| | <i>Marks shall be awarded on the basis of write-up (around 250 words) submitted by the Bidder as per Form-V of Section- VI on 'Note on Innovation and use of tools & testers', for completion of work as prescribed under scope of work in Section III. If required, Bidder may be asked to give a presentation.</i> | | |

2.13.6. Only the Bidder, having submitted technically responsive bid, in accordance to the clauses 2.13.3 and 2.13.4 and scoring minimum **score of 65** on parameters specified in clause 2.13.5 above, shall qualify for opening of financial bids in the second stage of bid evaluation.

TRAI may ask the Bidders to give a presentation on their technical proposal, as per the requirement of tender evaluation committee.

(B) Financial Evaluation:

2.13.7. The financial bids of only those Bidders, who have technically qualified as per clause 2.13.6 above, shall be opened in the second stage of bid evaluation.

2.13.8. The financial bid inclusive of all levies, duties and other applicable taxes shall be submitted by the Bidders. The financial bid shall be evaluated giving due consideration to the total quoted price for the zone i.e., as a package covering Basic Telephone Service (Wireline), Cellular Mobile Telephone Service including Wireless Data Service and Broadband (Wireline) Service. Only total quoted price for a zone will be taken into consideration for awarding ranking to bids from lowest quoted to highest quoted.

2.13.9. Arithmetical errors shall be rectified on the following basis;

“If there is a discrepancy between words and figures, the amount in words shall prevail. If there is discrepancy in the total arrived at and the rates quoted for each service area of a zone, the total shall be corrected taking into account the rates quoted for the service areas within the zone. If the Bidder does not accept the correction of the errors, his bid shall be rejected”.

2.13.10. All the Bidders, whose bid is found technically qualified as per clause 2.13.6 will be eligible for empanelment for meeting the future requirement of conducting Audit and Assessment of Quality of Service subject to fulfilment of other conditions for empanelment as per clause 2.32 of Section-II, irrespective of whether they are finally considered for award of work or not, in the present bidding process.

- 2.13.11. Bidders are also allowed to participate in the present bidding process for empanelment only, for meeting the future requirement of TRAI and in such case, they are required to submit the technical bids only.
- 2.13.12. For selection of agency for meeting the future requirement of conducting audit and assessment of quality of service, a separate limited tender enquiry will be floated specifying the scope of work and inviting financial bids from empanelled agencies only. In such case, empanelled agencies will not be required to submit documents for establishing their eligibility for the scope of work.

2.14. Award of work

- 2.14.1. The Bidder offering lowest total quoted price inclusive of all taxes and levies in respective RO Zone and covering all services and all licensed service areas, shall be considered for award of work in that zone. The Successful Bidder shall be notified by TRAI by way of a Letter of Intent (LoI).

2.15. Performance Bank Guarantee

- 2.15.1. The Successful Bidder shall furnish a Performance Bank Guarantee in the Proforma given at **Annexure-1** from any Scheduled Bank in India within 15 (fifteen) days from the date of receipt of the Letter of Intent (LoI) from the Purchaser, for an amount equivalent to three per cent (3%) of the value of the contract along with letter of unconditional and unequivocal acceptance to Letter of Intent.
- 2.15.2. In case the furnishing of an acceptable Performance Bank Guarantee is delayed by the audit agency beyond the afore-mentioned period, TRAI may cancel the said Letter of Intent and forfeit the Bid Security submitted by the audit agency.
- 2.15.3. Initially, the Performance Bank Guarantee shall be valid for a period of sixty (60) days beyond the validity of the contract. The Audit agency on its own shall extend the validity period of the bank guarantee for a further period of six months on similar terms at least one month prior to the day of its expiry without any demand or notice from TRAI. In this manner, the bank guarantees shall be kept valid till the satisfactory completion of the work under the contract. Any failure to do so, shall amount to violation of the terms of the contract and entitle TRAI to encash the bank guarantee and to convert it into a cash security without any reference to the Audit agency at its risk and cost. No interest or compensation whatsoever shall be payable by TRAI on such encashment.
- 2.15.4. On satisfactory completion of the contract in all respects, as per the terms and conditions specified in the tender document and contract, the Performance Bank Guarantee shall be returned to the audit agency. No interest in any form shall be payable by TRAI to the audit agency before or after expiry of the Performance Bank Guarantee.

- 2.15.5. In case the contract is extended to cover audit and assessment work for one or more quarter, but not more than four quarters, the audit agency shall submit, within 15 (fifteen) days of intimation about such extension by TRAI, a fresh Performance Bank Guarantee for amount equivalent to three per cent (3%) of the value of the contract for the extended work having validity for a period of sixty (60) days beyond the extended validity of the contract, as the case may be, and shall also extend the validity period of such bank guarantee for a further period of six months on similar terms, at least one month prior to the day of its expiry without any demand or notice from TRAI. In this manner, the bank guarantees shall be kept valid till the satisfactory completion of the work under the contract. Any failure to do so, shall amount to violation of the terms of the contract and entitle the TRAI to encash the bank guarantee and to convert it into a cash security without any reference to the Audit agency at its risk and cost. No interest or compensation whatsoever shall be payable by TRAI on such encashment.
- 2.15.6. Without prejudice to its rights to terminate the contract and to pursue any other remedy available to it under the law, TRAI may forfeit full or part of the Performance Bank Guarantee in case –
- (i) the audit agency fails to carry out the assigned task as per the terms and conditions specified in the tender document and contract; or
 - (ii) the audit report is not as per the format approved by TRAI; or
 - (iii) the audit report contains information, which is found to be factually incorrect or materially wrong by TRAI. The decision of TRAI as regards such material incorrectness of the report shall be final and binding on the audit agency.

2.16. Validity of Contract

- 2.16.1. The contract shall be valid for a period of eighteen (18) months from the date of acceptance of LoI/ award of work letter, covering audit and assessment of Quality of Service for one year consisting of four quarters as specified in the tender. The quarter is defined as a period of three continuous calendar months ending 31st March, 30th June, 30th September and 31st December.
- 2.16.2. The contract period may be extended for one or more quarters, but not more than four quarters, at the same rate and terms & conditions as per the contract, at the sole discretion of TRAI, to cover the audit and assessment of Quality of Service in the next year.
- 2.16.3. The empanelment of the agencies, whose bid is found technically qualified as per clause 2.13.6, shall be for a period of three (3) years. The empanelment period may be extended for one more year at the same terms and conditions at the sole discretion of TRAI.

2.17. Force Majeure

- 2.17.1. If the performance in full or part as specified in the contract is prevented, restricted, delayed or interfered by reasons of-

- i. fire, explosion, cyclone, floods;
- ii. war, revolution, acts of public enemies, blockage, or embargo;
- iii. any law, order, proclamation, ordinance, demand, lock down imposition by Government, or authority or representative of any Government.
- iv. strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; or
- v. any other circumstances beyond the control of the party affected,

then, notwithstanding anything contained hereinbefore, the party affected may be excused from its performance to the extent such performance relates to such prevention, restriction, delay or interference, provided the party so affected uses its best efforts to remove such cause of non-performance, and when removed, the party shall continue performance with utmost urgency.

- 2.17.2. If at any time during the performance of the contract, the audit agency should encounter conditions impeding timely completion of the work, the audit agency shall within seven (7) days notify to the TRAI in writing the fact of the delay, it's likely duration and its causes. As soon as practicable after receipt of the notice of the audit agency, TRAI may evaluate the situation and may at its discretion extend the period for performance of the contract after mutual discussion with the audit agency. If the force majeure conditions mentioned above continue to be in force for ninety (90) days or more at any time, TRAI shall have the option to terminate the contract on expiry of the ninety (90) days of commencement of such force majeure by giving fourteen (14) days notice to the audit agency in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

2.18. Termination:

- 2.18.1. TRAI reserves the right to terminate the contract, in whole or in part for its (the Purchaser's) convenience or frustration of contract as per sub-clause below, by serving Notice for Termination of Contract' of fourteen (14) days on the audit agency at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of TRAI or the frustration of the contract. The notice shall also indicate, inter-alia, the extent to which the audit agency's performance under the contract is terminated, and the date with effect from which such termination shall become effective. Such termination shall not prejudice or affect the rights and remedies accrued or shall accrue after the termination to TRAI. Unless otherwise instructed by TRAI, the audit agency shall continue to perform the contract to the extent not terminated.
- 2.18.2. Without prejudice to its right to impose liquidated damages, TRAI reserves the right to terminate the contract and forfeit the Performance Bank Guarantee if-
- i. the audit agency fails to carry out the task as per the terms and conditions specified in the tender document and the contract; or
 - ii. the audit report is not as per the format approved by TRAI; or

- iii. the audit report contains information, which is found to be factually incorrect or materially wrong by TRAI. The decision of TRAI as regards such material incorrectness of the report shall be final and binding on the audit agency.
- 2.18.3. Delivery of the performance of the work shall be done by the audit agency in accordance with the time schedule specified by TRAI. In case the work is not completed within the stipulated delivery period, as indicated in the contract, TRAI reserves the right to terminate the contract and/or impose liquidated damages as per clause 4.4 of Section-IV.
- 2.18.4. The termination of the contract shall be at the risk and responsibility of the audit agency and TRAI reserves the right to get the work completed for the remaining part at the risk and cost of the defaulting audit agency.

2.19. Indemnity

- 2.19.1. The audit agency shall indemnify and hold harmless, free of costs, the Purchaser and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise as a result of any act or omission, or violation of any law or infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract committed by the audit agency during the discharge of its duties and obligations under this contract.
- 2.19.2. In no event shall TRAI be liable to the audit agency for special, direct, indirect or any other damages in connection with or arising out of the performance or use of services provided by the audit agency under this contract. The audit agency shall indemnify TRAI in respect of any damages, claim, loss or action against TRAI for act of commission or omission on the part of the audit agency, its agents or servants.

2.20. Coordination

The audit agency shall appoint one of its employees as coordinator who shall represent the audit agency in all dealings with the TRAI HQ and concerned Regional Offices.

2.21. Confidentiality

- 2.21.1. The Bidder shall treat all the information provided by TRAI or made available by the service providers while carrying out the scope of work as confidential and shall not share this information without the written permission of TRAI. The reports, data, etc. submitted by the bidder shall be the exclusive property of TRAI and the Bidder shall not disclose the contents of such reports, data, results, etc. to any third party without the written consent of TRAI. This condition shall survive the termination of the contract with the Bidder.
- 2.21.2. All information gathered during the audit and assessment of Quality of Service and reports shall be the sole property of TRAI. The audit agency shall not

transfer / pass on the information of one service provider to another service provider or to any third party under any circumstances.

2.21.3. The Bidder shall not publish, disclose any information, make available or otherwise dispose of the document /data / software or any part or parts thereof to any third party, directly or indirectly without prior written consent of TRAI.

2.21.4. The Bidder shall restrict access to the documents/ data/ software only to those of its employees to whom it will be felt necessary and relevant for this project and shall draw the provision of this undertaking to the personal attention of those of its employees to whom access to the document/data/software will be granted and the employees to whom access has been provided to any documents/data/software under the contract shall be bound by the confidentiality obligations as provided hereunder.

2.21.5. The Audit Agency, if required, shall be asked to enter into a confidentiality agreement {Non-Disclosure Agreement (NDA)} with the service provider and TRAI, to this effect, before start of the audit.

2.22. Laws governing contract

The laws of India for the time being in force shall govern the contract.

2.23. Jurisdiction of courts

The courts of law located at New Delhi shall have the jurisdiction to decide any dispute arising out of or in respect of the contract entered into pursuant to this bid.

2.24. Arbitration

In the event of any dispute arising between TRAI and the audit agency, the matter shall be referred to a sole arbitrator appointed by TRAI. The audit agency shall not be entitled to raise any objection to the appointment of the sole arbitrator by TRAI. The award of the arbitrator shall be final and binding on both the parties, subject to the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under for the time being in force. The parties expressly agree that the seat and venue of arbitration proceedings shall be New Delhi. The language of arbitration shall be English.

2.25. Language of the bid and bid cost:

The bid shall be submitted in English language. The Bidder shall bear all costs associated with the preparation and submission of the bid. The Authority will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bid.

2.26. Currency for the financial bid:

The financial bid shall be quoted in Indian Rupees (INR). The bid shall be inclusive of all taxes, levies and duties. Any change in the prevailing tax structure or imposition of any new tax by the Government authority shall be borne by the audit agency.

2.27. Further assigning of bid/ contract in whole or part:

The audit agency shall not assign the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any person or body corporate for the execution of the contract or any other part thereof is permitted under any circumstances.

2.28. False information:

In the event of furnishing false/incorrect/misleading information by the audit agency, the Bid Security of such Bidder shall be forfeited, and the Bidder will be suspended from participating in the future bids of TRAI for a period upto three (03) years.

Further, if during the performance of the contract, it is detected that the contract has been obtained by furnishing false/incorrect/misleading information in the bid, the contract is liable to be terminated and Performance Bank Guarantee and other payments due to the audit agency shall be forfeited and the audit agency shall be liable to be blacklisted.

2.29. Peer Audit or re-verification of the report:

TRAI may, at its discretion, undertake peer audit of the report submitted by the audit agency through a different audit agency or undertake verification of the report through its officers, and in case the report is found to be materially incorrect, the audit agency shall be liable for penal action besides forfeiture of its performance bank guarantee.

Provided that the terms and conditions of peer audit through audit agency from other Zone shall be as decided by TRAI with such agency in accordance with the contract with the agency.

2.30. Verification of Documents and Certificates

2.30.1. The Bidder shall verify the genuineness and correctness of all documents and certificates, including experience/ performance certificates, issued either by the Bidder or any other firm/ associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the Bidder.

2.30.2. As per requirement of the tender's conditions, if any document/ paper/ certificate submitted by the participant Bidder is found to be false/ fabricated/ tempered/ manipulated at any stage during bid evaluation or award of contract, then the bid security of the Bidder would be forfeited, and the Bidder would be disqualified from the tender. Action would also be taken for barring of business dealing with the defaulting firm. In case contract has been awarded to the Bidder, then PBG would be forfeited and the contract would be rescinded and TRAI would be at liberty to procure the ordered services from any other source at the risk and cost of the defaulting Bidder.

2.31. Rejection of Bids

2.31.1. While all the conditions specified in the bid documents are critical and are required to be complied, special attention of Bidder is invited to the following

clauses of the bid documents. Non-compliance of any one of which shall result in rejection of the bid.

- i. The bids will be rejected at opening stage if Bid security is not submitted as per clauses 2.7 and bid validity is less than the period prescribed in clause 2.10.5 mentioned above.
- ii. If the eligibility condition as per clause 2.2 is not met.
- iii. Financial Bid Format: If Prices are not filled in as prescribed in financial bid. The Bidder has to quote for all the services of all the Licensed Service Areas of a zone mentioned in the price.

2.32. Empanelment Security

2.32.1. As this tender is also an invitation to the prospective Bidders, to get empanelled as Audit Agency, if intended, for conducting audit and assessment of quality of service for future requirement of TRAI, other than the existing scope of work as contained in Section III of this bid document, the selected Bidders are required to submit an empanelment security of **Rs. 1,00,000/- (Rs. One Lac only)**, in the form of Demand Draft/ Banker's cheque or Bank Guarantee, with a validity period of thirty eight (38) months, after issue of letter of intent for empanelment subject to the acceptance of the terms and condition of the empanelment.

2.32.2. However, the successful empanelled Bidder shall be required to submit applicable performance bank guarantee separately, for the work awarded through limited tender enquiry.

2.32.3. The empanelment security shall be refunded, after expiry of empanelment period subject to satisfactory completion of all obligations. No interest shall be payable by TRAI on the same.

SECTION-III

SCOPE OF WORK

3.1. Objective:

3.1.1. The Telecom Regulatory Authority of India has been entrusted, under Telecom Regulatory Authority of India Act 1997 (24 of 1997), to lay down the standards of quality of service to be provided by the service providers and ensure the quality of service and conduct a periodical assessment of the quality of services provided by the service providers so as to protect the interest of the consumers of telecommunication services. Accordingly, TRAI has published standards on quality of service (QoS) in respect of telecommunication services viz. Basic Telephone Service (Wireline), Cellular Mobile Telephone Service, Broadband (Wireline) Service and Wireless Data Service through various regulations. These regulations provide benchmarks for the conduct of audits and objective assessment of the quality of services, through an agency appointed by TRAI or through its authorised representatives to assess performance of the service providers.

3.1.2. TRAI has issued following regulations prescribing benchmarks for various QoS parameters for Basic Telephone Service (Wireline), Cellular Mobile Telephone Service, Broadband (Wireline) Service and Wireless Data Service to be achieved by service providers:

| S. No. | Title of the Regulation |
|--------|---|
| 1 | The Standards of Quality of Service of Basic Telephone Service (Wireline) and Cellular Mobile Telephone Service Regulations, 2009 (7 of 2009) dated 20 th March 2009 |
| 2 | Quality of Service of Broadband Service Regulations 2006 (11 of 2006) dated 06 th October 2006 |
| 3 | The Standards of Quality of Service for Wireless Data Services Regulations, 2012 (26 of 2012) dated 04 th December 2012 |

Above regulations are available on TRAI's website (www.traigov.in).

3.1.3. These regulations are updated from time to time. TRAI may also update/ modify the QoS parameters or their benchmarks and add new parameters during the currency of the contract. The Bidder shall include the same for audit and assessment of Quality of Service of respective service.

3.1.4. Detailed explanation and measurement methodology of each of the QoS parameters for Basic Telephone Service (Wireline), Cellular Mobile Telephone Service, Broadband (Wireline) Service and Wireless Data service are given in the Explanatory Memorandum of the respective regulations.

3.1.5. TRAI intends to engage audit agency for audit and assessment of Quality of Service of Basic Telephone Service (Wireline), Cellular Mobile Telephone Service,

Broadband (Wireline) Service and Wireless Data Service provided by various service providers in India, as per the following broad scope of work:

- a) Collection and review of historical raw data being used by service providers for preparation of Quarterly Performance Monitoring reports (PMRs) on monthly basis;
- b) Preparation of Quarterly Performance Monitoring reports (PMRs) based on quarterly historical raw data collected on monthly basis from service providers;
- c) Verification and comparison of PMRs prepared on the basis of historical raw data collected on monthly basis from service providers for the quarter under audit and the Quarterly PMRs submitted by service providers to TRAI;
- d) Live measurements of QoS parameters of network(s) of Service Providers (SPs) by collecting raw data for Basic Telephone Service (Wireline), Cellular Mobile Telephone Service, Broadband (Wireline) Service and Wireless Data Service. This will inter-alia require visiting service provider's Network Operations Centre (NOC), Operations Support System (OSS), Business Support System (BSS) etc., as per network monitoring systems deployed, for three consecutive days in a quarter for live monitoring and collection of raw data against respective QoS parameter. The data shall be extracted from each operator's server/NOC/ OSS etc. at the end of each day. Such measurement shall be done to cross verify integrity of system and process for capturing of various events of the network elements generating raw data for calculation of QoS parameters in accordance with respective regulations.
- e) Preparation of sample PMR on the basis of three days raw data collected during live measurement and comparison with quarterly PMR prepared based on quarterly historical raw data collected on monthly basis for the same quarter.
- f) Submission of reports to TRAI as per specified schedule.

3.2. Detailed scope of work:

3.2.1. The objective of the tender is to conduct audit and assess the Quality of Service rendered by the service providers providing Basic Telephone Service (Wireline), Cellular Mobile Telephone Service, Broadband (Wireline) Service and Wireless Data Service.

3.2.2. The audit and assessment of Quality of Service shall be conducted for all service providers including BSNL and MTNL providing Basic Telephone Service (Wireline), Cellular Mobile Telephone Service, Broadband (Wireline) Service and Wireless Data Service in various Licensed Service Areas (LSAs).

3.2.3. For the purpose of this tender, twenty two (22) LSAs are distributed in six zones as mentioned below. The details of the LSAs along with geographical areas covered under each zone are given in **Annexure-2A**.

- (i) RO Delhi Zone
- (ii) RO Jaipur Zone
- (iii) RO Bhopal Zone
- (iv) RO Kolkata Zone
- (v) RO Bengaluru Zone

(vi) RO Hyderabad Zone

3.2.4. The details of service providers (licensees) providing Basic Telephone Service (Wireline), Cellular Mobile Telephone Service, and Wireless Data Service, with subscriber details as on 30th June 2023, in each Licensed Service Area are given in **Annexure-2B**. The updated data in respect of service provider wise subscriber base of Basic Telephone Service (Wireline), Cellular Mobile Telephone Service, Broadband (Wireline) Service and Wireless Data Service is published by TRAI from time to time on the website www.traigov.in and the audit agency shall refer the same during audit and assessment of Quality of Service.

3.2.5. **Annexure-2C** include the details of Internet Service Providers having more than 10,000 Broadband (Wireline) subscribers as on 30th June 2023. The audit agency is required to conduct the audit and assessment of Quality of Service of Broadband (Wireline) Service in respect of such service providers on sample basis for 25% service providers in the respective zone.

3.2.6. The schedule for conducting the audit and assessment of Quality of Service shall be finalised by the audit agency, in consultation with TRAI, before the start of audit and assessment of the Quality of Service in each quarter.

3.2.7. The audit agency shall undertake audit and assessment of Quality of Service provided by service provider (licensee) in each of the Licensed Service areas under the respective Zone in co-ordination with respective RO in the following manner:

A. Cellular Mobile Telephone Service and Wireless Data Service:

(i) The scope of the audit for Cellular Mobile Telephone Services and Wireless data service, *inter-alia*, includes assessment of the performance of the service providers in respect of the Quality of Service parameters for Cellular Mobile Telephone Services and Wireless data service specified under *the Standards of Quality of Service of Basic Telephone Service (Wireline) and Cellular Mobile Telephone Service Regulations, 2009 (7 of 2009) dated 20th March, 2009* and *the Standards of Quality of Service for Wireless Data Services Regulations, 2012 (26 of 2012) dated 4th December, 2012* respectively.

(ii) In respect of Cellular Mobile Telephone Service and Wireless Data Service, **all the Licensed Service Areas in the zone(s) shall be audited in every quarter of the year** i.e., a Licensed Service Area shall be audited four times in a year.

(iii) The audit report shall capture network architecture of respective technologies/generations i.e., 2G/3G/4G & beyond, deployed in the LSA for providing service during the quarter under audit. The details of network architecture and number of Cells/ BTS/ Core network shall be provided by the audit agency in the audit report of respective LSA.

The audit agency shall verify integrity of the system(s) and processes implemented for collection of raw data for QoS parameters, its transformation, aggregation, and generation of PMRs thereof in the first quarter itself. The brief overview of such systems and processes shall be provided to TRAI in audit report along with any inconsistency or issues observed during the audit. It includes measuring of specified QoS parameters, checking of complete records, verification of procedure and method

adopted by service provider in measuring the parameters and method of averaging adopted, for the purpose of reporting vis-à-vis corresponding methodology provided in concerned Regulation.

(iv) The audit agency shall collect historical raw data, for all the QoS parameters for the quarter under audit from service providers for preparation of Quarterly Performance Monitoring reports (PMRs) of Cellular Mobile Telephone Service and Wireless Data Service, on monthly basis **latest by 10th day** of the following month.

(v) On completion of every quarter, the audit agency shall prepare Quarterly Performance Monitoring reports (PMRs) for Cellular Mobile Telephone Service and Wireless Data Service on the basis of monthly historical raw data collected from service providers for three months of the quarter under audit. Preparation of PMRs is to be completed **within twenty (21)-days** of the end of the quarter. The auditor shall collect the copy of the PMR submitted by service providers to TRAI from TRAI portal, or as per process defined by TRAI within 30-days of the end of the quarter being audited.

(vi) The audit agency shall verify and compare the PMRs prepared based on historical raw data collected and the Quarterly PMRs submitted by service providers to TRAI and submit the audit report to TRAI **within thirty (30) -days** of receipt the copy of PMR from TRAI.

(vii) The QoS parameters to be checked by the audit agency for verification and audit of **Network Service Quality Parameters** and **Customer Service Quality Parameters** for **Cellular Mobile Telephone Service** are given below:

| S.No. | Parameter* |
|--------------|---|
| A | Network Service Quality Parameters |
| i) | Network availability (a) Base Station Accumulated downtime (not available for service) (b) Worst affected Base Station due to downtime |
| ii) | Connection Establishment (Accessibility) |
| a) | Call Set-up Success Rate and Session Establishment Success Rate for Circuit Switched Voice or VoLTE as applicable (within licensee's own network) |
| b) | SDCCH/ Paging Channel Congestion/ RRC Congestion |
| c) | TCH, RAB and E-RAB Congestion |
| iii) | Connection Maintenance (Retainability) |
| a) | Network QoS DCR Spatial Distribution Measure [Network_Q _{SD} (90,90)] |
| b) | Network QoS DCR Temporal Distribution Measure [Network_Q _{TD} (97,90)] |
| c) | Connections with good voice quality, Circuit Switched Voice Quality and Voice over LTE (VoLTE) quality |
| d) | Down Link (DL) Packet Drop Rate or DL-PDR |
| e) | Up Link (UL) Packet Drop Rate or UL-PDR |

| | |
|----------|---|
| iv) | Point of Interconnection (POI) Congestion (on individual POI) |
| B | Customer Service Quality Parameters |
| (v) | Metering and billing credibility – post paid |
| (vi) | Metering and billing credibility – pre-paid |
| (vii) | (a) Resolution of billing/ charging complaints |
| | (b) Period of applying credit/ waiver/ adjustment to customer's account from the date of resolution of complaints |
| (viii) | Response Time to the customer for assistance (a) Accessibility of call centre/customer care |
| | (b) Percentage of calls answered by the operators (voice to voice) within ninety seconds |
| (ix) | Termination/ closure of service |
| (x) | Time taken for refund of deposits after closures |

**The methodology/ procedure for measurement of the parameter is given in the explanatory memorandum to the Regulation and same shall be referred by agency during audit.*

(viii) The QoS parameters to be checked by the audit agency for verification and audit of **Wireless Data Service** are given below:

| S No | Name of Parameter* |
|------|--|
| 3.1 | Service Activation/ Provisioning |
| 3.2 | Successful data transmission download attempts |
| 3.3 | Successful data transmission upload attempts |
| 3.4 | Minimum download speed |
| 3.5 | Average Throughput for Packet data |
| 3.6 | Latency |
| 3.7 | PDP Context Activation Success Rate |
| 3.8 | Drop rate |

**The methodology/ procedure for measurement of the parameter is given in the explanatory memorandum to the Regulation and same shall be referred by agency during audit.*

(ix) The audit agency shall visit the premises of the service provider for any three consecutive days during the quarter, to assess the QoS performance by capturing data in respect of the live events of the network in the respective systems. Such data shall be compared with the historical data collected for the corresponding quarter during audit. The main purpose of three days live measurement is to evaluate the network QoS performance on intra-day basis and also to verify the integrity of raw data generation process and calculation of the performance indicators of various QoS parameters. The

audit agency, with the help of service provider, shall extract/ take dump of the raw data pertaining to all Network Service Quality Parameters of Cellular Mobile Telephone Service; and 'PDP Context Activation Success Rate' and 'Drop Rate' parameters of Wireless Data Service from the system in service providers Data Center/OMC/NOC at the end of each day during live measurements. The Audit agency shall inform respective TRAI Regional Office about its plan to visit TSP premise, in advance.

(x) The extracted three days' live data shall be used to create a sample PMR for Cellular Mobile Telephone Service (Network Service Quality Parameters) and Wireless Data Service.

(xi) The audit agency shall verify and compare three days' live raw data and sample PMR so prepared with the monthly historical raw data provided by the service provider and PMR so prepared by the audit agency. Any major deviations observed by the audit agency shall be reported to the TRAI.

(xii) The audit agency shall also audit the Customer Service Quality Parameters for Cellular Mobile Telephone Service and all parameters other than 'PDP Context Activation Success Rate' and 'Drop Rate' of Wireless Data Service during live measurement. The activities include collection of MIS data from OSS/BSS/ Customer Relationship Management System (CRM) etc. for verification and audit of records and making check back calls.

(xiii) The audit agency shall verify and audit the following records in respect of Cellular Mobile Telephone Service and Wireless Data Service:

- a) Call Centre records for complaints;
- b) Network maintenance including optimisation records for QoS parameters;
- c) Commercial and customer care records for billing disputes, redressal and refunds of deposits after closure;
- d) Checking of customer complaint handling through check-back calls at the call centre; and
- e) 100 numbers of service related complaints/ requests and 100 numbers of billing related complaints of the auditing quarter, shall be taken up by the audit agency for verifying their complaint redressal performance.

(xiv) The audit agency shall also examine and verify the compliance being monitored by the service providers in respect of parameters of '*Service Coverage*', '*Radio Link Timeout (RLT)*' and '*Duration of alert for the called party*' in accordance with regulation 6 under Section III of the regulations.

B. Basic Telephone Service (Wireline) and Broadband (Wireline) Service:

(i) The scope of the audit for Basic Telephone Service (Wireline) and Broadband (Wireline) Service, *inter-alia*, includes assessment of the performance of the service providers in respect of the Quality of Service parameters for Basic Telephone Service (Wireline) and Broadband (Wireline) Service specified under *the Standards of Quality of Service of Basic Telephone Service (Wireline) and Cellular Mobile Telephone Service Regulations, 2009 (7 of 2009) dated 20th March, 2009* and *Quality of Service of Broadband service Regulations, 2006 (11 of 2006)* respectively.

(ii) In respect of Basic Telephone Service (Wireline) and Broadband (Wireline) Service, **a Licensed Service Area in the contracted Zone shall be audited in any one quarter of the year** i.e. a Licensed Service Area shall be audited **only once in a year**. Selection of LSAs for audit, for each quarter is to be finalised in consultation with TRAI. Licensed Service Areas are required to be uniformly distributed throughout the four quarters of the year for the audit purpose.

(iii) Service providers, having Pan India authorization (ISP Category 'A'), are submitting the PMR for Broadband (Wireline) service on 'All India' basis. Therefore, audit for such service provider is required to be done once in a year on '*All India*' basis'. For the purpose of this tender and to distribute such service providers across various zones, each of the Internet Service Providers is assigned to one particular zone as mentioned in **Annexure-2C**. Successful Bidder of a zone is required to carry out the audit of Internet Service Providers associated to that particular zone. However, in a year only 25% of all Internet Service Providers, associated to a particular zone, is required to be audited. Selection of 25% Internet Service Providers shall be decided in consultation with TRAI.

(iv) The audit agency shall prepare a network architecture for key network elements deployed by the service provider for providing Basic Telephone Service (Wireline) and Broadband (Wireline) Service in the LSA. The network architecture and other relevant details shall be provided in the audit report of respective LSA.

The audit agency shall verify integrity of the system(s) and processes implemented for collection of raw data for QoS parameters, its transformation, aggregation and generation of PMRs thereof in the first quarter itself. The brief overview of such systems and processes shall be provided to TRAI in audit report along with any inconsistency or issues observed during the audit. It includes measuring of specified QoS parameters, checking of complete records, verification of procedure and method adopted by service provider in measuring the parameters and method of averaging for the purpose of reporting vis-à-vis corresponding methodology provided in concerned Regulation.

(v) The audit agency shall collect historical raw data for all the QoS parameters for the quarter under audit from service providers for preparation of Quarterly Performance Monitoring Reports (PMRs) of Basic Telephone Service (Wireline) and Broadband (Wireline) Service, on monthly basis latest by **20th day** of the following month.

(vi) On completion of every quarter, the audit agency shall prepare Quarterly Performance Monitoring reports (PMRs) for Basic Telephone Service (Wireline) and Broadband (Wireline) Service for the LSAs, being audited in the quarter, on the basis of monthly historical raw data collected from service providers for three months of the quarter under audit. Preparation of PMRs is to be completed **within forty five (45)** days of the end of the quarter. The auditor shall collect the copy of the PMRs submitted to TRAI from TRAI portal or as per the process defined by TRAI **within sixty (60) days** of the end of the quarter being audited.

(vii) The audit agency shall verify and compare the PMRs prepared based on historical raw data collected from service providers and the quarterly PMRs submitted by service providers to TRAI and submit the audit report to TRAI **within thirty (30) days** of receipt of the PMR from TRAI.

(viii) The QoS parameters to be checked by the agency for verification and audit of **Basic Telephone Service (Wireline)** are given below: -

| S. No. | Parameter* |
|--------|---|
| I | Fault incidences (No. of faults/100 subscribers /month) |
| II | Fault repair by next working day |
| III | Mean Time To Repair (MTTR) |
| IV | Point of Interconnection (POI) Congestion (on individual POI) |
| V | Metering and billing credibility – post paid |
| VI | Metering and billing credibility – pre-paid |
| VII | Resolution of billing/ charging complaints |
| VIII | Period of applying credit/ waiver/ adjustment to customer's account from the date of resolution of complaints |
| IX | Response Time to the customer for assistance |
| | (a) Accessibility of call centre/ customer care |
| | (b) Percentage of calls answered by the operators (voice to voice) within ninety seconds |
| X | Termination/ closure of service |
| XI | Time taken for refund of deposits after closures |

**The methodology/ procedure for measurement of the parameter is given in the explanatory memorandum to the Regulation and same shall be referred by agency during audit.*

(ix) The QoS parameters to be checked by the agency for verification and audit of **Broadband (Wireline) Service** are given below:

| S.No. | Parameter* |
|-------|--|
| i | Service Provisioning/ Activation Time |
| ii | Fault Repair/ Restoration Time |
| iii | Billing Performance <ul style="list-style-type: none"> • Billing complaints per 100 bills issued • %age of Billing Complaints resolved • Time taken for refund of deposits after closure |
| iv | Response Time to the customer for assistance |
| v | Bandwidth Utilization/ Throughput <ul style="list-style-type: none"> a) Bandwidth Utilization <ul style="list-style-type: none"> i) POP to ISP Gateway Node [Intra-network] Link(s) ii) ISP Gateway Node to IGSP / NIXI Node upstream Link(s) for international connectivity b) Broadband Connection Speed (download) |
| vi | Service Availability/ Uptime |
| vii | Packet Loss |
| viii | Network Latency <ul style="list-style-type: none"> • User reference point at POP/ ISP Gateway Node to International Gateway (IGSP/NIXI) • User reference point at ISP Gateway Node to International nearest NAP port abroad (Terrestrial) |

- | | |
|--|---|
| | <ul style="list-style-type: none">• User reference point at ISP Gateway Node to International nearest NAP port abroad (Satellite) |
|--|---|

**The methodology/ procedure for measurement of the parameter is given in the explanatory memorandum to the Regulation and same shall be referred by agency during audit.*

(x) The audit agency shall visit the premises of the service provider for any three consecutive days during the quarter to assess the QoS performance by capturing data in respect of the live events of the network in the respective systems. Such data shall be compared with the historical data collected for the corresponding quarter during audit. The main purpose of three days live measurement is to evaluate the network QoS performance on intra-day basis and also to verify the integrity of raw data generation process and calculation of the performance indicators of various QoS parameters. The audit agency, with the help of service provider, shall extract/ take dump of the raw data pertaining to all Network related parameters of Basic Telephone Service (Wireline) and Broadband (Wireline) Service from the system in service providers Data Center/OMC/NOC at the end of each day during live measurements. The Audit agency shall inform respective TRAI Regional Office about its plan to visit TSP premise, in advance. However, live measurement is to be done on sample basis as detailed below:

- a. Basic Telephone Service (Wireline): All exchanges, including rural exchanges, in 10% short distance charging areas (SDCAs) of a LSA or 10 SDCAs, whichever is higher, subject to maximum number of SDCAs covered by the service provider in the LSA.
- b. Broadband (Wireline) Service: 10% of the Points of Presence (POP) located in respective LSA or 10 POP, whichever is higher, subject to maximum number of POP installed by the service provider in the LSA. In case of Category-A ISP, 10% POP of each LSAs are to be covered.

(xi) The extracted three days' live data shall be used to create a sample PMR for Basic Telephone Service (Wireline) and Broadband (Wireline) Service.

(xii) The audit agency shall verify and compare three days' live raw data and sample PMR so prepared, with the monthly historical raw data provided by the service provider and PMR so prepared by the audit agency. Any major deviations observed by the audit agency shall be reported to the TRAI.

(xiii) The audit agency shall also audit the other parameters of Basic Telephone Service (Wireline) and Broadband (Wireline) Service during live measurement. The activities include collection of MIS data from OSS/BSS/ Customer Relationship Management System (CRM) etc. for verification and audit of records and making check back calls.

(xiv) The audit agency shall verify and audit the following records in respect of Basic Telephone Service (wireline):

- a) Call Centre records for complaints;
- b) Fault Reporting System details for fault complaints, fault repair and MTTR (Mean Time To Repair);
- c) Commercial records for billing details, billing disputes and redressal thereof;

- d) Past traffic reports at local and TAX (Trunk Automatic Exchanges) for Call Completion Rate/Answer to Seizure Ratio calculations;
 - e) Checking of customer complaint handling through live test at the call centre; and
 - f) At least 100 Nos. of service complaints/ requests and 100 Nos. of billing related complaints, taken up by the audit agency for verifying their redressal as per the record of the service provider.
- (xv) The audit agency shall verify and audit the records maintained by Broadband (wireline) service providers relating to the following:
- a) Call Centre records for complaints.
 - b) FRS details for fault complaints, fault repair.
 - c) records for requests for provision of new connection, and supplementary services
 - d) commercial records for billing details, billing disputes and redressal thereof;
 - e) checking of customer complaint handling through live test at the call centre.
 - f) service complaints/ requests and billing related complaints shall be taken up by the auditing agency for verifying their redressal as per the record of the service provider;
 - g) bandwidth Utilization/ Throughput with sample testing for different plans;
 - h) broadband connection speed;
 - i) service availability/Uptime; and
 - j) packet Loss and Latency measurements.

(xvi) The audit agency shall also examine and verify the compliance being monitored by the service providers in respect of parameters of '*Provision of a telephone after registration of demand*', '*Shift of Telephone Connection*' and '*Grade of Service*' in accordance with regulation 4 under Section II of the Standards of Quality of Service of Basic Telephone Service (Wireline) and Cellular Mobile Telephone Service Regulations, 2009.

C. Audit of the performance of complaint centres/call centres:

(i) The audit agency shall audit the performance of complaint centres/ call centres of Basic Telephone Service (Wireline), Cellular Mobile Telephone Service and Broadband (Wireline) Service, with respect to their accessibility and percentage of calls answered by the operator. The Automatic Call Distribution (ACD) records shall also to be verified for the calls answered by the operators for the respective service. The audit agency shall take random customer feedback by calling the customers to get feedback of the services provided by the service providers.

(ii) The audit agency shall also measure the performance/ accessibility of Call centre for both basic telephone service (wireline) & cellular mobile telephone service against the benchmarks of the following QoS parameters:

Response time to the customer for assistance:

- (a) Accessibility of call centre/customer care $\geq 95\%$
- (b) % age of calls answered by the operator $\geq 95\%$
within 90 seconds (voice to voice)
- (iii) The audit agency shall measure the performance of Broadband (Wireline) service against the benchmarks of the following Quality of Service parameters:
 - Response time to the customer for assistance:
 - % age of calls answered by operator (voice to voice):
 - a) Within 60 seconds $> 60\%$
 - b) Within 90 seconds $> 80\%$
- (iv) Telephonic interviews shall be conducted among a sample of subscribers of telephone on the following basis:
 - a. in basic telephone service (wire line) for those customers who reported a fault complaint and billing dispute;
 - b. in case of Cellular Mobile Telephone Service, who had registered billing complaint; and
 - c. in case of Broadband (Wireline) service for those who requested for a new connection or reported a fault complaint/billing dispute/complaint of Broadband connection speed.
- (v) Data should be obtained on the following parameters:
 - a. occurrence of fault complaints;
 - b. clearance of fault within stipulated time;
 - c. registration of billing complaint;
 - d. clearance of billing complaints within stipulated time; and
 - e. response to subscriber's requests for closure/ termination of service
- (vi) A log of the call records shall be maintained by the agency with called and calling numbers and time of the call and shall present the same to TRAI when called upon by TRAI.

3.3. Other obligation of the Audit Agency:

- 3.3.1. The audit agency is required to submit sample audit methodology based on the above-mentioned scope of work, to be followed for conduct of the audit and assessment.
- 3.3.2. The audit agency should give a detailed composition of the proposed key team and tasks of each team member including supervisor that will be involved in the audit and assessment of quality of service at different service areas.
- 3.3.3. The audit and assessment of Quality of Service for all the service providers in a Licensed Service Area shall be completed within time limits mentioned in the tender.
- 3.3.4. The signature of the Nodal Officer nominated by the service provider for coordination with the audit agency shall be taken on all the templates containing the verified data for all the parameters. The audit agency shall also furnish these formats or records to TRAI. The audit agency shall preserve all the data formats containing the

observations made by the audit agency for a period of six months after the expiry of the contract and shall produce the same to TRAI as and when called upon by TRAI.

3.3.5. The PMR report formats and parameters are tentative, and any modifications or additions of parameters should also be taken into account. The scope should cover all future PMR parameters as and when defined by TRAI during the duration of the contract.

3.4. Reporting

3.4.1. The audit agency shall include critical findings licensee-wise in each *quarterly* report.

3.4.2. TRAI will issue suitable instructions to service providers in this respect after the award of this contract.

3.4.3. The audit agency is required to develop data formats including executive summary, critical findings, and detailed data analysis thereof for reporting the results of such audit and assessment.

3.4.4. The audit agency shall submit to TRAI sample design and sample reporting formats as specified in the delivery schedule at clause 4.3 of Section IV. TRAI may suggest modifications to the sample design and sample reporting formats and the audit agency shall modify the sample design and sample reporting formats, as suggested by TRAI, and final approval shall be taken before taking up the job in hand. The final approved design and reporting format shall be submitted by the audit agency within time period as specified in the delivery schedule at clause 4.3 of Section-IV, after incorporating modifications/corrections suggested by TRAI. TRAI's decision in this matter shall be final.

3.4.5. If representative of TRAI is deputed for verification, the audit agency shall extend all cooperation with such representative of TRAI in the verification/ audit process and he shall be supplied with all the information needed for such verification.

3.4.6. TRAI may also suggest changes to the reporting format at any point of time in case it is felt that such a change is necessary, and the Audit agency shall carry out such changes in the reporting format.

3.5. Deliverables

3.5.1. **Quarterly Reports:** The audit agency shall submit quarterly reports in the formats approved by TRAI for the purpose. Two copies of such reports covering all licensed service areas which are audited during the quarterly period shall be submitted to TRAI within the time period given in the delivery schedule at clause 4.3 of Section-IV-*Special Commercial Conditions of the Contract*.

3.5.2. The report shall *inter-alia* contain the audit results of licensed service areas including executive summary, network architecture and details of network elements, brief overview of the systems deployed by service providers for raw data collection, and processing of QoS parameters, critical findings and comparison of performance of the service providers on various quality of service parameters etc., for which audit work was undertaken during the quarter.

3.5.3. The report shall also contain a comparative analysis of performance of all the service providers in a licensed service area. The report shall also contain an executive summary and critical findings along with detailed analysis.

3.5.4. A separate report is also required to be submitted for each company/group of companies, covering each licensed service area at the end of the year. The report shall also contain an executive summary and critical finding along with detailed analysis to share with the service provider and take further follow-up action.

3.6. TRAI's Inputs:

3.6.1. TRAI will make available the relevant Quality of Service Regulations of Basic Telephone service (wireline), Cellular Mobile Telephone Service, Wireless Data Service and Broadband (Wireline) Service.

3.6.2. TRAI will make available the quarterly performance monitoring report submitted by the service providers in respect of Basic Telephone service (wireline), Cellular Mobile Telephone Service, Wireless Data Service and Broadband (Wireline) Service.

3.6.3. TRAI will also make available details of contact persons of service providers and such other information requested by the audit agency which is available with TRAI and which is necessary for carrying out the audit and assessment of Quality of Service of service providers.

3.7. Miscellaneous:

3.7.1. Expenses towards boarding, lodging and travelling for conducting audit and assessment of Quality of Service shall be borne by the audit agency itself. This work also require visit at the premises of the service providers such as exchanges, Main Distribution Frames (MDFs), Network Operation Center (NOC), Core Network, Call Centres, Operational Support System (OSS), Business Support System (BSS), help desk, Customer Relations Management system and billing centres etc, to complete the obligation of the audit work. The service provider will extend required facilities including instruments/testing telephones/mobile phones/SIM cards, technical support, equipment and other material for conducting audit and assessment of Quality of Service.

3.7.2. TRAI at any point of time can ask for supporting documents for verifying the authenticity of any observation furnished, in respect of any service providers. TRAI has the right to verify authenticity of each of the observations. This may also involve contacting any service provider again for this purpose. Expenses towards boarding, lodging and travelling for the staff of the audit agency for this purpose shall also be borne by the audit agency itself.

3.7.3. The agency shall give access of the tools and applications used for the Audit to the TRAI officials, as and when required by TRAI.

3.7.4. The agency shall provide training on the usage of tools and applications used for audit to the TRAI officials.

3.7.5. There shall be no change in the composition of key staff proposed by the Bidder at the time of evaluation of technical bids and the delivery of scope of work during the currency of the contract. However, in case of occurrence of unforeseen event not in control of Bidder, TRAI, at its own discretion, may permit replacement of key resource with staff having same or better qualification and work experience. No key resource shall be replaced by the Bidder without prior approval of TRAI.

Section-IV

Special Commercial Conditions

4.1 Scope of Work

4.1.1 The scope of work for audit and assessment of Quality of Service of Basic Telephone Service (Wireline), Cellular Mobile Telephone Service, Broadband (Wireline) Service and Wireless Data Service provided by various service providers are given in Section-III of this Tender.

4.2 Payment terms:

4.2.1 Payment shall be made after completion of audit and assessment of quality of service and submission of the reports as per the following schedule and after TRAI is satisfied that the report submitted by the audit agency complies with the formats, norms and quality specified in the contract:

| Sl. No | Schedule | % payment in terms of total payment for one year |
|--------|--|---|
| 1. | Submission of the reports for audit and assessment of Quality of Service conducted during the quarter for all the specified licensed service areas in the Zone for cellular mobile telephone service and wireless data service, as prescribed in Section-III and acceptance of the report by TRAI | Twenty Five percent (25%) of the contract price for each of the licensed service areas in the Zone. |
| 2 | Submission of the reports for audit and assessment of Quality of Service conducted during the quarter for the specified licensed service areas in the Zone for basic telephone service (wire line) and broadband (wireline) service, as prescribed in section-III and acceptance of the report by TRAI | Hundred percent (100%) of the contract price for respective service in the licensed service areas audited, in the Zone. |

4.2.2 In case the validity of the contract is extended for one or more quarter(s), but not more than four quarters, in accordance with clause 2.16 of Section-II hereinbefore, payment for the extended period will also be made as per the above schedule.

4.2.3 The audit work shall be completed and all the reports shall be submitted within the time limits, as specified in the tender or contract.

4.2.4 **No extension of time for completion of the audit and assessment work and for submission of the report thereof shall be given, except for situation arising out of force majeure events specified under clause 2.17 of Section-II.**

4.3 Delivery Schedule:

| S. No. | Deliverable | Period |
|--------|---|---|
| 1. | Submission of all sample design and reporting formats by the audit agency | Within two weeks from the date of award of work |
| 2. | Submission of final design and reporting formats by the audit agency incorporating modifications and corrections suggested by TRAI and its acceptance | Within two weeks from the date of modification and corrections on the sample design and reporting formats suggested by TRAI |
| 3. | Commencement of audit and assessment of Quality of Service | Beginning of the quarter following date of award of work or any subsequent quarter, as decided by TRAI |
| 4. | Submission of quarterly audit reports | Within thirty (30) days of providing the copy of PMR by TRAI to the audit agency |

4.4 Acceptance of the reports and Liquidated Damages:

- (i) In case the quarterly consolidated reports of the audit and assessment of Quality of Service is delayed for the LSA, liquidated damages shall be levied by TRAI, from the amount payable to the audit agency, at the following rates –
- (a) for delay upto two weeks, 5% (five per cent) of the value of quarterly contracted work for the respective service in the LSA audited, per week or part thereof;
 - (b) for delay beyond two weeks and upto four weeks, additional 6% (six per cent) of the value of quarterly contracted work for the respective service in the LSA audited, per week or part thereof;
- Provided that the total amount of the liquidated damages imposed shall not exceed ten percent (10%) of the contract value of the respective zone.*
- (ii) In case the quarterly consolidated report for audit and assessment of Quality of Service is delayed beyond four weeks, the report shall not be accepted and no payment shall be made by TRAI for such delayed report submitted after four weeks of due date for submission of the report.
- (iii) In case of incomplete or partial submission of audit report by the audit agency, there will be no partial acceptance of the audit report and no payment shall be made by TRAI for such partial or incomplete audit report.
- (iv) In case the audit report is found by TRAI to be materially or factually incorrect or is not as per the format of report approved by TRAI or all the service providers are not covered for audit and assessment of Quality of Service and the number of such service providers not covered for audit and assessment of

Quality of Service exceed 25% (twenty five percent) of the number of service providers to be covered for a service (rounded off to the nearest whole number), the report for such service shall be liable to be rejected and no payment shall be made for such contracted work, if rejected by TRAI.

TRAI may also forfeit and encash the Performance Bank Guarantee in such a situation. The decision of TRAI as regards such material or factual incorrectness of the report shall be final and binding on the audit agency.

- (v) If the report is not accepted by TRAI for any reason, including the reason that report is not in accordance with the format approved by TRAI, without prejudice to any other rights, no payment shall be made to the audit agency.

SECTION-V

Schedule for Financial Bid for Audit and Assessment of Quality of Service

The audit agency shall submit the Financial Bid, in a separate sheet online for each zone separately. The Bidders should note that:

- 1. The Bidders can submit the bid(s) for any number of zones (one or more than one zone), as per his choice.*
- 2. Bidders shall quote prices for all LSAs and all services under the respective RO Zones. Any financial bid for few LSAs or few services of a RO Zone shall be summarily rejected at the stage of financial bid evaluation.*
- 3. In respect of Cellular Mobile Telephone service and Wireless Data service all the licensed service areas shall be audited in every quarter of the year i.e. a service area will be audited four times in a year. In respect of Basic telephone service (wire line) and Broadband (Wireline) Service, a licensed service area shall be audited only once in a year. However, in a year only 25% of all Internet Service Providers, associated to a particular zone, is required to be audited.*
- 4. The rates shall be inclusive of all charges (all the taxes, levies, duties etc.).*
- 5. Financial evaluation for the Zone will be done based on the total price quoted for the Zone.*
- 6. Financial bid is to be submitted for Zones quoted. Remaining Zones should be left blank. In case, the Bidder is submitting the bid only for empanelment, then a blank financial bid may be submitted. Kindly fill the following table:*

| S No | Zone | Financial bid Submitted (Yes/ No) |
|-------------|-------------------|--|
| 1. | RO Kolkata Zone | |
| 2. | RO Bengaluru Zone | |
| 3. | RO Hyderabad Zone | |
| 4. | RO Bhopal Zone | |
| 5. | RO Jaipur Zone | |
| 6. | RO Delhi Zone | |

Zone: RO Bengaluru Zone

| Sl. | Licensed Service Area | Price for Cellular and Wireless Data (in Rs.) per year for four quarters | Taxes (in Rs.) | Total for Cellular and Wireless Data Services (in Rs) | Price for Basic Services (in Rs.) per Quarter | Taxes (in Rs.) | Total for Basic Services (in Rs) | Price for Broadband Services (in Rs.) per quarter | Taxes (in Rs.) | Total (in Rs) | Total Price for all services (in Rs.) |
|-----|------------------------------|--|----------------|---|---|----------------|----------------------------------|---|----------------|---------------|---------------------------------------|
| | | (A) | (B) | C=(A+B) | D | E | F=(D+E) | G | H | I=(G+H) | J=C+F+I |
| 1 | Maharashtra | | | | | | | | | | |
| 2 | Karnataka | | | | | | | | | | |
| 3 | Kerala | | | | | | | | | | |
| 4 | Mumbai | | | | | | | | | | |
| | Grand Total (1+2+3+4) | | | | | | | | | | |

Zone: RO Bhopal Zone

| Sl. | Licensed Service Area | Price for Cellular and Wireless Data (in Rs.) per year for four quarters | Taxes (in Rs.) | Total for Cellular and Wireless Data Services (in Rs) | Price for Basic Services (in Rs.) per Quarter | Taxes (in Rs.) | Total for Basic Services (in Rs) | Price for Broadband Services (in Rs.) per quarter | Taxes (in Rs.) | Total (in Rs) | Total Price for all services (in Rs.) |
|-----|----------------------------|--|----------------|---|---|----------------|----------------------------------|---|----------------|---------------|---------------------------------------|
| | | (A) | (B) | C=(A+B) | D | E | F=(D+E) | G | H | I=(G+H) | J=C+F+I |
| 1 | UP West | | | | | | | | | | |
| 2 | UP East | | | | | | | | | | |
| 3 | Madhya Pradesh | | | | | | | | | | |
| | Grand Total (1+2+3) | | | | | | | | | | |

Zone: RO Delhi Zone

| Sl. | Licensed Service Area | Price for Cellular and Wireless Data (in Rs.) per year for four quarters | Taxes (in Rs.) | Total for Cellular and Wireless Data Services (in Rs) | Price for Basic Services (in Rs.) per Quarter | Taxes (in Rs.) | Total for Basic Services (in Rs) | Price for Broadband Services (in Rs.) per quarter | Taxes (in Rs.) | Total (in Rs) | Total Price for all services (in Rs.) |
|-----|----------------------------|--|----------------|---|---|----------------|----------------------------------|---|----------------|---------------|---------------------------------------|
| | | (A) | (B) | C=(A+B) | D | E | F=(D+E) | G | H | I=(G+H) | J=C+F+I |
| 1 | Delhi | | | | | | | | | | |
| 2 | Jammu & Kashmir | | | | | | | | | | |
| 3 | Himachal Pradesh | | | | | | | | | | |
| | Grand Total (1+2+3) | | | | | | | | | | |

Zone: RO Hyderabad Zone

| Sl. | Licensed Service Area | Price for Cellular and Wireless Data (in Rs.) per year for four quarters | Taxes (in Rs.) | Total for Cellular and Wireless Data Services (in Rs) | Price for Basic Services (in Rs.) per Quarter | Taxes (in Rs.) | Total for Basic Services (in Rs) | Price for Broadband Services (in Rs.) per quarter | Taxes (in Rs.) | Total (in Rs) | Total Price for all services (in Rs.) |
|-----|--------------------------------|--|----------------|---|---|----------------|----------------------------------|---|----------------|---------------|---------------------------------------|
| | | (A) | (B) | C=(A+B) | D | E | F=(D+E) | G | H | I=(G+H) | J=C+F+I |
| 1 | Andhra Pradesh | | | | | | | | | | |
| 2 | Orissa | | | | | | | | | | |
| 3 | Tamil Nadu (including Chennai) | | | | | | | | | | |
| | Grand Total (1+2+3) | | | | | | | | | | |

Zone: RO Jaipur Zone

| Sl. | Licensed Service Area | Price for Cellular and Wireless Data (in Rs.) per year for four quarters | Taxes (in Rs.) | Total for Cellular and Wireless Data Services (in Rs) | Price for Basic Services (in Rs.) per Quarter | Taxes (in Rs.) | Total for Basic Services (in Rs) | Price for Broadband Services (in Rs.) per quarter | Taxes (in Rs.) | Total (in Rs) | Total Price for all services (in Rs.) |
|-----|------------------------------|--|----------------|---|---|----------------|----------------------------------|---|----------------|---------------|---------------------------------------|
| | | (A) | (B) | C=(A+B) | D | E | F=(D+E) | G | H | I=(G+H) | J=C+F+I |
| 1 | Rajasthan | | | | | | | | | | |
| 2 | Punjab | | | | | | | | | | |
| 3 | Gujarat | | | | | | | | | | |
| 4 | Haryana | | | | | | | | | | |
| | Grand Total (1+2+3+4) | | | | | | | | | | |

Zone: RO Kolkata Zone

| Sl. | Licensed Service Area | Price for Cellular and Wireless Data (in Rs.) per year for four quarters | Taxes (in Rs.) | Total for Cellular and Wireless Data Services (in Rs) | Price for Basic Services (in Rs.) per Quarter | Taxes (in Rs.) | Total for Basic Services (in Rs) | Price for Broadband Services (in Rs.) per quarter | Taxes (in Rs.) | Total (in Rs) | Total Price for all services (in Rs.) |
|-----|--------------------------------|--|----------------|---|---|----------------|----------------------------------|---|----------------|---------------|---------------------------------------|
| | | (A) | (B) | C=(A+B) | D | E | F=(D+E) | G | H | I=(G+H) | J=C+F+I |
| 1 | Kolkata | | | | | | | | | | |
| 2 | West Bengal | | | | | | | | | | |
| 3 | Bihar | | | | | | | | | | |
| 4 | North East | | | | | | | | | | |
| 5 | Assam | | | | | | | | | | |
| | Grand Total (1+2+3+4+5) | | | | | | | | | | |

Section VI: Technical Bid – Sample Forms

Form-1

PROPOSAL SUBMISSION FORM
(To be submitted on Agency's letter head)

From

(Name and address of the agency)

To

Joint Advisor (QoS-I)
Telecom Regulatory Authority of India,
Mahanagar Door Sanchar Bhawan, Jawaharlal Nehru Marg,
New Delhi-110002

Subject: Invitation of Bids for Engagement of Agencies for Conducting Audit and Assessment of Quality of Service and Empanelment of Agencies for future requirement.

Sir,

1. We, the undersigned offer to provide our services for the work of audit & assessment of Quality of Service in accordance with the tender document.
2. We are hereby submitting our Proposal, in sealed envelope, for the following Zone(s), along with applicable Bid security or Bid Security Declaration, as per the clause 2.7 of Section- II of the tender document:

| S No | Zone | Please mention Yes/ No | Bid Security Details (DD/ Banker's cheque Number, Date, Bank/ Branch Name, Amount) |
|-------------|-------------------|-------------------------------|---|
| 1. | RO Kolkata Zone | | |
| 2. | RO Bengaluru Zone | | |
| 3. | RO Hyderabad Zone | | |
| 4. | RO Bhopal Zone | | |
| 5. | RO Jaipur Zone | | |
| 6. | RO Delhi Zone | | |

3. Our proposal is binding upon us for a period of 120 days from the last date of submission of the bid.
4. We understand that TRAI reserves the right to accept or reject any bid without assigning any reason.
5. No addition/ deletion/ corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on e-procurement portal.
6. Undersigned is duly authorized to sign the bids and submit the proposal on behalf of M/s _____ (Relevant authority letter/ power of attorney is attached herewith).
7. I/We have read the Tender No. _____ dated _____ 2023 for Conducting Audit and Assessment of Quality of Service for TRAI, and hereby accept and comply to all terms and conditions mentioned therein and undertake that we shall ensure clause by clause compliance to this Tender.

Dated, the..... day of2024

Yours faithfully,

Witness:

Signature.....

Address.....

(Signature of the Authorized signatory)

Name of the Signatory

Title of the Signatory

Mobile No.

E-mail address

Form-II

Details of Projects with reference to clause 2.2(vii) and 2.9.2 (vii) of Section-II

(Please submit separate sheet for each project)

| | | |
|-----|---|--------------------------------------|
| 1. | Project Name | |
| 2. | Complete details of the Purchaser | Name: Address: Contact Number: |
| 3. | Purchase/ work order Number and Date | |
| 4. | Copy of Purchase/ work order attached | |
| 5. | Brief Description of the Project | |
| 6. | Relevance of the project with the scope of work specified in Section-III of the tender document | |
| 7. | Actual Date of Start of the project (DD/MM/YYYY) | |
| 8. | If project completed, then date of completion (DD/MM/YYYY) | |
| 9. | If project not completed, then present status and likely date of completion of the project (DD/MM/YYYY) | |
| 10. | Contract Value (in Rs) | |
| 11. | No. of Professional Staff deployed in the project | |
| 12. | Experience or completion certificate Number and Date | |
| 13. | Copy of experience or completion certificate attached | |

(Signature of the Authorised signatory)
Name and Title of the Signatory

Form-III

**BROAD DESCRIPTION OF THE AUDIT METHODOLOGY INCLUDING
SAMPLE DESIGN AND WORK PLAN FOR PERFORMING THE AUDIT
AND ASSESSMENT OF QUALITY OF SERVICE**

(Signature of the Authorised signatory)
Name and Title of the Signatory

Form-IV

Qualification and relevant experience of key staff for the project

1. Quantum and qualification of key staff required for completion of work

| S. No. | Zone | No of Key Staff Required | Qualification/ Experience required |
|--------|------|--------------------------|------------------------------------|
| | | | |
| | | | |

2. Details of qualification and relevant experience of key staff available with the Bidder:

| S. No. | Zone | Name | Position | Qualification | Experience |
|--------|------|------|----------|---------------|------------|
| | | | | | |
| | | | | | |

Note: Please enclose detailed CVs of above-mentioned key staff to be deployed for the project.

I/We _____ have read the Tender No. _____ dated __ 2023 for Conducting Audit and Assessment of Quality of Service for TRAI, and hereby undertake that we have sufficient technically skilled manpower with requisite technical and managerial competence, having the domain knowledge of conducting the audit work as defined under scope of work given in **Section III**.

(Signature of the Authorised signatory)
Name and Title of the Signatory

Form-V

Note on Innovation and use of tools & testers for Audit

(Please mention details on Innovation and use of tools & testers to be used by agency during the Audit.)

(Signature of the Authorised signatory)
Name and Title of the Signatory

Form-VI
CHECKLIST FOR SUBMISSION OF DOCUMENTS

| S No | Documents with Technical Proposal | Yes/No | Page Number in the bid |
|--|---|--------|------------------------------|
| Envelope-3 (To be submitted OFFLINE) | | | |
| 1 | Original Bid Security OR Original Bid Security Declaration as per Annexure 5 along with relevant certificate seeking exemption from Bid security deposit | | |
| 2 | Original Authority letter(s)/ power of attorney to designate a person to sign and/ or submit the bid, interact with TRAI for all bid related activities, queries, presentations, etc. | | |
| 3 | Duly filled Form-I to Form-VI of Section- VI of the tender. | | |
| 4 | Letter of authorization to attend bid opening | | |
| Technical Envelope (To be submitted ONLINE) | | | |
| 1 | Certificate of incorporation/ registration | | |
| 2 | Undertaking as per Annexure-3 that the bidder is not an access or internet service licensee under The Indian Telegraph Act 1885. | | |
| 3 | Copy of PAN | | |
| 4 | Copy of GST registration | | |
| 5 | Undertaking as per Annexure-4 that the bidder is not blacklisted or barred from participation. | | |
| 6 | Undertaking as per Annexure-6 that the bidder is not having business relationship. | | |
| 7 | Audited balance sheet and turnover certificate from Chartered Accountant for FY 2020-21, 2021-22 and 2022-23. | | |
| 8 | Details of each project in Form-II of Section-VI along with copies (duly signed by the purchaser) of (i) purchase/ work order; and (ii) experience or completion certificates. | | |
| 9 | Duly filled Form-I to Form-VI of Section- VI of the tender document. | | |
| 10 | Scanned copy of Bid Security | | |

| | | | |
|--|--|--|--|
| | OR Scanned copy of Bid Security Declaration as per Annexure 5 along with relevant certificate seeking exemption from Bid security deposit | | |
| 11 | Scanned copy of Authority letter(s)/ power of attorney to designate a person to sign and/ or submit the bid, interact with TRAI for all bid related activities, queries, presentations, etc. | | |
| 12 | Copy of the Tender document along with amendments/corrigendum/clarifications issued by TRAI, if any, duly signed by the bidder | | |
| Financial Envelope (To be submitted ONLINE) | | | |
| 1 | Financial bid as per Section V of the tender document. | | |

(Signature of the Authorised signatory)
Name and Title of the Signatory

PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with the Stamp Act)

To

The Secretary,
Telecom Regulatory Authority of India,
Mahanagar Door Sanchar Bhawan,
Jawahar Lal Nehru Marg
New Delhi – 110002.

WHEREAS ----- (Name and address of the firm) (hereinafter called “the Audit Agency”) has undertaken, in pursuance of contract No.----- dated ----- (hereinafter called “the Contract”) awarded by the Telecom Regulatory Authority of India (hereinafter referred to as “TRAI”), to conduct audit and assessment of Quality of Service provided by the telecom service providers;

AND WHEREAS it has been undertaken by the Audit Agency in the said Contract, that the Audit Agency shall furnish TRAI with a Bank Guarantee from a scheduled Bank in India for the sum specified herein as security for compliance of its obligations in accordance with the terms of the Contract;

AND WHEREAS we (Insert name and address of Bank) have agreed to give the Audit Agency such a Bank Guarantee;

NOW THEREFORE we (Insert name of Bank)_____ hereby affirm that we are the Guarantors and responsible to you, on behalf of the Audit Agency up to a total of ----- (amount of Guarantee)----- (in words and figures), and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (Insert name of Bank)____ hereby waive the necessity of your demanding the said debt from the Audit Agency before presenting us with the demand.

We (Insert name of Bank)____ further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Audit Agency shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

We (Insert name of Bank)____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance

of the assignment under the Contract and that it shall continue to be enforceable till all your dues, by virtue of the said Contract have been fully paid and its claims satisfied or discharged and till you, accordingly, discharge this guarantee.

We (Insert name of Bank)_____ lastly undertake not to revoke this guarantee during its currency except with your previous consent in writing.

This guarantee shall be valid upto and including the day of The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

Dated, the.....day of2024

SIGNATURE AND SEAL OF THE
AUTHORISED OFFICER OF THE BANK

Name & Designation of the Officer-----

NAME OF BANK -----

ADDRESS -----

DATE -----

Note: The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.

Details of Zone-wise Licensed Service Area along with Geographical Areas

Zone: RO Bengaluru

| S. No. | Licensed Service Area | Areas covered |
|---------------|------------------------------|---|
| 1 | Maharashtra | Entire area falling within the States of Maharashtra and Goa, excluding areas covered by Mumbai Metro Service Area. |
| 2 | Karnataka | Entire area falling within the State of Karnataka |
| 3 | Kerala | Entire area falling within the State of Kerala and Union Territory of Lakshadweep & Minicoy Islands |
| 4 | Mumbai | Local Areas served by Mumbai, New Mumbai and Kalyan Telephone Exchanges |

Zone: RO Bhopal

| S. No. | Licensed Service Area | Areas covered |
|---------------|------------------------------|--|
| 1 | UP West | Entire area covered by Western Uttar Pradesh with the following as its boundary districts towards Eastern Uttar Pradesh: Pilibhit, Bareilly, Badaun, Kasganj, (Kanshiram Nagar), Etah, Mainpuri, Etawah and Auraiya. It will exclude the local telephone area of Ghaziabad and Noida. However, it will include State of Uttarakhand. |
| 2 | UP East | Entire area covered by Eastern Uttar Pradesh with the following as its boundary districts towards Western Uttar Pradesh: Shahjahanpur, Kannauj, Farrukhabad, Lakhimpur Kanpur rural and Jalaun (Orai). |
| 3 | Madhya Pradesh | Entire area falling within the States of Madhya Pradesh and Chhattisgarh. |

Zone: RO Delhi

| S. No. | Licensed Service Area | Areas covered |
|---------------|------------------------------|---|
| 1 | Delhi | Local Areas served by Delhi, Ghaziabad, Faridabad, Noida, and Gurgaon Telephone Exchanges |
| 2 | Jammu & Kashmir | Entire area falling within the Union Territory of Jammu & Kashmir and Ladakh. |
| 3 | Himachal Pradesh | Entire area falling within the State of Himachal Pradesh |

Zone: RO Hyderabad

| S. No. | Licensed Service Area | Areas covered |
|---------------|--------------------------------|--|
| 1 | Andhra Pradesh | Entire area falling within the States of Andhra Pradesh and Telangana. |
| 2 | Odisha | Entire area falling within the State of Odisha. |
| 3 | Tamil Nadu (Including Chennai) | Entire area falling within the State of Tamil Nadu and Union Territory of Puducherry |

Zone: RO Jaipur

| Sl. No. | Licensed Service Area | Areas covered |
|----------------|------------------------------|--|
| 1 | Rajasthan | Entire area falling within the State of Rajasthan. |
| 2 | Punjab | Entire area falling within the State of Punjab and Union territory of Chandigarh and Panchkula Town of Haryana |
| 3 | Gujarat | Entire area falling within the State of Gujarat and Union Territories of Daman & Diu and Silvassa (Dadra & Nagar Haveli). |
| 4 | Haryana | Entire area falling within the State of Haryana except Panchkula Town and the local areas served by Faridabad and Gurgaon Telephone exchanges. |

Zone: RO Kolkata

| Sl. No. | Licensed Service Area | Areas covered |
|----------------|------------------------------|--|
| 1 | Kolkata | Local Areas served by Calcutta Telephones. |
| 2 | West Bengal | Entire area falling within the Union Territory of Andaman & Nicobar Islands and States of West Bengal and Sikkim, excluding the areas covered by Kolkata Metro Service Area. |
| 3 | Bihar | Entire area falling within the States of Bihar and Jharkhand. |
| 4 | Northeast | Entire area falling within the States of Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura. |
| 5 | Assam | Entire area falling within the State of Assam. |

DETAILS OF SERVICE PROVIDERS (LICENSEES) PROVIDING BASIC TELEPHONE SERVICE (WIREFINE), CELLULAR MOBILE TELEPHONE SERVICE, AND WIRELESS DATA SERVICE IN EACH LICENSED SERVICE AREA WITH SUBSCRIBERS DETAILS

| S No. | Zone | Licensed Service Area | Basic Services Provider | Subscriber base of Basic Service Provider as on 30.06.2023 | Cellular Mobile Telephone Service Provider | Subscriber base of Cellular Mobile Telephone Service Provider as on 30.06.2023 |
|-------|------------------|-----------------------|-------------------------|--|--|--|
| 1 | Bengaluru | Maharashtra | Airtel | 4,08,987 | Airtel | 2,12,13,764 |
| | | | Vodafone Idea | 22,662 | Vodafone Idea | 2,36,83,451 |
| | | | RJIO | 2,49,222 | RJIO | 4,09,01,415 |
| | | | BSNL | 5,81,214 | BSNL | 62,05,219 |
| | | | TATA | 2,32,175 | | |
| 2 | | Karnataka | Airtel | 11,11,447 | Airtel | 3,15,77,632 |
| | | | Vodafone Idea | 1,49,318 | Vodafone Idea | 66,76,091 |
| | | | RJIO | 8,62,439 | RJIO | 2,21,81,050 |
| | | | BSNL | 5,39,849 | BSNL | 54,14,427 |
| | | | TATA | 3,94,316 | | |
| 3 | | Kerala | Airtel | 93,941 | Airtel | 80,92,740 |
| | | | Vodafone Idea | 7,130 | Vodafone Idea | 1,42,03,668 |
| | | | RJIO | 2,62,324 | RJIO | 1,02,64,886 |
| | | | BSNL | 10,01,964 | BSNL | 97,29,281 |
| | | | TATA | 19,942 | | |
| 4 | | Mumbai | Airtel | 5,64,244 | Airtel | 99,31,749 |
| | | | Vodafone Idea | 1,69,822 | Vodafone Idea | 1,11,32,998 |
| | | | RJIO | 8,12,519 | RJIO | 1,24,24,761 |
| | | | MTNL | 12,61,464 | MTNL | 3,03,065 |
| | | | TATA | 6,15,095 | | |
| 5 | Bhopal | UP West | Airtel | 1,21,532 | Airtel | 1,83,16,748 |
| | | | Vodafone Idea | 3,496 | Vodafone Idea | 1,61,18,017 |
| | | | RJIO | 5,16,175 | RJIO | 2,26,10,183 |
| | | | BSNL | 1,77,423 | BSNL | 53,09,788 |
| | | | TATA | 6,942 | | |
| 6 | | UP East | Airtel | 1,85,372 | Airtel | 3,68,41,650 |
| | | | Vodafone Idea | 16,480 | Vodafone Idea | 1,83,36,134 |
| | | | RJIO | 4,68,467 | RJIO | 3,62,53,665 |
| | | | BSNL | 1,21,436 | BSNL | 87,35,044 |
| | | | TATA | 11,482 | | |
| 7 | | Madhya Pradesh | Airtel | 4,63,302 | Airtel | 1,54,82,919 |
| | | | Vodafone Idea | 34,575 | Vodafone Idea | 1,68,09,837 |
| | | | RJIO | 6,28,688 | RJIO | 3,96,62,102 |

| | | | | | | | |
|----|---------------|------------------|----------------|---------------|---------------|---------------------------------|-------------|
| | | | BSNL | 2,60,750 | BSNL | 51,72,636 | |
| | | | TATA | 47,732 | | | |
| 8 | Delhi | Delhi | Airtel | 19,87,573 | Airtel | 1,72,31,813 | |
| | | | Vodafone Idea | 81,325 | Vodafone Idea | 1,63,47,957 | |
| | | | RJIO | 9,00,015 | RJIO | 1,91,42,853 | |
| | | | MTNL | 10,15,628 | MTNL | 16,88,927 | |
| | | | TATA | 2,10,145 | | | |
| 9 | | Jammu & Kashmir | Airtel | 90,911 | Airtel | 59,17,428 | |
| | | | Vodafone Idea | 30 | Vodafone Idea | 3,22,864 | |
| | | | RJIO | 1,94,433 | RJIO | 51,48,627 | |
| | | | BSNL | 83,621 | BSNL | 8,31,303 | |
| 10 | | Himachal Pradesh | Airtel | 5,631 | Airtel | 34,39,537 | |
| | | | Vodafone Idea | 90 | Vodafone Idea | 4,33,472 | |
| | | | RJIO | 54,155 | RJIO | 33,10,136 | |
| | | | BSNL | 89,628 | BSNL | 16,10,092 | |
| | | | TATA | 1,586 | | | |
| 11 | | Hyderabad | Andhra Pradesh | Airtel | 4,99,185 | Airtel | 3,27,70,911 |
| | Vodafone Idea | | | 63,005 | Vodafone Idea | 1,13,63,635 | |
| | RJIO | | | 11,62,586 | RJIO | 3,06,50,087 | |
| | BSNL | | | 6,15,614 | BSNL | 75,57,631 | |
| | TATA | | | 2,32,553 | | | |
| | APSFL | | | 6,56,424 | | | |
| 12 | Odisha | | Airtel | 0 | Airtel | 1,13,85,490 | |
| | | | Vodafone Idea | 3,930 | Vodafone Idea | 15,97,870 | |
| | | | RJIO | 2,33,040 | RJIO | 1,42,16,993 | |
| | | | BSNL | 1,69,306 | BSNL | 62,10,662 | |
| | | | TATA | 10,814 | | | |
| 13 | Tamil Nadu | | Airtel | 8,43,269 | Airtel | 2,80,43,824 | |
| | | | Vodafone Idea | 34,348 | Vodafone Idea | 1,62,99,143 | |
| | | | RJIO | 7,48,828 | RJIO | 2,45,19,217 | |
| | | | BSNL | 9,49,252 | BSNL | 77,39,963 +1,43,634 (VNO) | |
| | | | TATA | 1,45,907 | | | |
| 14 | Jaipur | | Rajasthan | Airtel | 2,11,128 | Airtel | 2,27,17,238 |
| | | | | Vodafone Idea | 15,075 | Vodafone Idea | 98,57,476 |
| | | RJIO | | 3,61,562 | RJIO | 2,53,38,835 | |
| | | BSNL | | 2,76,340 | BSNL | 58,43,850 | |
| | | TATA | | 24,842 | | | |
| 15 | | Punjab | Airtel | 2,40,097 | Airtel | 1,22,67,328 | |
| | | | Vodafone Idea | 1,980 | Vodafone Idea | 69,00,358 | |
| | | | RJIO | 3,01,849 | RJIO | 1,15,08,531 | |
| | | | BSNL | 3,68,887 | BSNL | 45,77,542 | |
| | | | TATA | 16,270 | | | |
| | Quadrant | | 3,57,961 | | | | |

| | | | | | | |
|----|----------------|-------------------|---------------|---------------|---------------|-------------|
| | | | VMIPL | 13,199 | | |
| 16 | Jaipur | Gujarat | Airtel | 2,25,566 | Airtel | 1,14,10,888 |
| | | | Vodafone Idea | 56,946 | Vodafone Idea | 2,18,23,572 |
| | | | RJIO | 5,91,915 | RJIO | 2,78,72,065 |
| | | | BSNL | 3,17,980 | BSNL | 50,48,755 |
| | | | TATA | 1,57,715 | | |
| 17 | Haryana | Airtel | 1,22,217 | Airtel | 65,63,357 | |
| | | Vodafone Idea | 420 | Vodafone Idea | 72,35,095 | |
| | | RJIO | 1,17,120 | RJIO | 82,19,158 | |
| | | BSNL | 2,07,686 | BSNL | 44,65,526 | |
| | | TATA | 45,490 | | | |
| 18 | Kolkata | Airtel | 1,94,637 | Airtel | 56,51,788 | |
| | | Vodafone Idea | 14,575 | Vodafone Idea | 56,38,643 | |
| | | RJIO | 4,64,761 | RJIO | 1,04,61,233 | |
| | | BSNL | 1,93,048 | BSNL | 21,88,790 | |
| | | TATA | 63,061 | | | |
| 19 | West Bengal | Airtel | 33,456 | Airtel | 1,71,32,063 | |
| | | Vodafone Idea | 120 | Vodafone Idea | 1,39,83,917 | |
| | | RJIO | 2,30,767 | RJIO | 2,29,09,991 | |
| | | BSNL | 1,78,845 | BSNL | 24,99,081 | |
| | | TATA | 2,735 | | | |
| 20 | Kolkata | Bihar & Jharkhand | Airtel | 85,310 | Airtel | 4,05,94,914 |
| | | | Vodafone Idea | 2,380 | Vodafone Idea | 80,58,206 |
| | | | RJIO | 4,74,712 | RJIO | 3,79,41,349 |
| | | | BSNL | 1,65,824 | BSNL | 58,62,287 |
| | | | TATA | 10,186 | | |
| 21 | North East | Vodafone Idea | 510 | Airtel | 59,91,059 | |
| | | RJIO | 1,51,119 | Vodafone Idea | 9,21,680 | |
| | | BSNL | 73,005 | RJIO | 41,03,288 | |
| | | | | BSNL | 12,81,663 | |
| 22 | Assam | Airtel | 23,428 | Airtel | 1,11,50,514 | |
| | | Vodafone Idea | 2,610 | Vodafone Idea | 19,12,053 | |
| | | RJIO | 1,65,170 | RJIO | 89,41,644 | |
| | | BSNL | 1,04,603 | BSNL | 31,93,282 | |

**DETAILS OF SERVICE PROVIDERS (LICENSEES) PROVIDING
BROADBAND SERVICE IN EACH LICENSED SERVICE AREA****(A) ISP Category-A Service Providers who are submitting PMR on 'All India' basis and their mapping to a Regional office for Audit purpose**

| S. No. | Name of service provider | Broadband (Wireline) Subscriber as on 30.06.2023 | Mapped to RO for the purpose of Audit of Broadband (Wireline) Service |
|---------------|---|---|--|
| 1 | Asianet Satellite Communications Ltd. | 457397 | RO Bengaluru |
| 2 | Atria Convergence Technologies Pvt. Ltd. | 2159293 | RO Bengaluru |
| 3 | Bharat Sanchar Nigam Ltd. | 3662249 | RO Bengaluru |
| 4 | Dwan Supports Pvt. Ltd. | 43402 | RO Bengaluru |
| 5 | Five Network Solution (India) Ltd. | 92659 | RO Bengaluru |
| 6 | Hathway Cable & Datacom Pvt. Ltd. | 1117958 | RO Bengaluru |
| 7 | Honesty Net Solutions (I) Pvt Ltd | 18897 | RO Bengaluru |
| 8 | Honeycomb Telnet Pvt. Ltd. | 21180 | RO Bengaluru |
| 9 | Kerala Vision Broad Band Ltd. | 935679 | RO Bengaluru |
| 10 | Kings Broadband Pvt. Ltd. | 21823 | RO Bengaluru |
| 11 | ONEOTT iNTERTAINMENT Ltd. | 1015500 | RO Bengaluru |
| 12 | RailTel Corporation of India Ltd. | 523648 | RO Bengaluru |
| 13 | Reliance Jio Infocomm Ltd. | 9170590 | RO Bengaluru |
| 14 | Tata Play Broadband Pvt. Ltd | 440827 | RO Bengaluru |
| 15 | Tikona Infinet Pvt Ltd. | 205027 | RO Bengaluru |
| 16 | Bharti Airtel Ltd. | 6543285 | RO Delhi |
| 17 | DEN Broadband Limited | 62828 | RO Delhi |
| 18 | Excitel Broadband Private Limited | 893352 | RO Delhi |
| 19 | Fusionnet Web Services Pvt. Ltd. | 73535 | RO Delhi |
| 20 | Mahanagar Telephone Nigam Ltd. | 352489 | RO Delhi |
| 21 | Multicraft Digital Technologies Pvt. Ltd. | 33073 | RO Delhi |
| 22 | RI Networks Pvt Ltd | 19173 | RO Delhi |
| 23 | Shyam Spectra Pvt. Ltd. | 23747 | RO Delhi |
| 24 | SITI Broadband Services Pvt. Ltd. | 138054 | RO Delhi |
| 25 | Weebo Networks Pvt. Ltd. | 15467 | RO Delhi |

| | | | |
|----|---|--------|--------------|
| 26 | Bluelotus Support Services Pvt. Ltd. | 238066 | RO Hyderabad |
| 27 | Pioneer Elabs Limited | 249979 | RO Hyderabad |
| 28 | Sri Sai Communication And Internet Pvt.Ltd. | 16419 | RO Hyderabad |
| 29 | Swiftmail Communications Ltd. | 19538 | RO Hyderabad |
| 30 | Airlink Communications Pvt. Ltd. | 17157 | RO Jaipur |
| 31 | GTPL Broadband Pvt. Ltd. | 794600 | RO Jaipur |
| 32 | Ishan Netsol Pvt Ltd | 66883 | RO Jaipur |
| 33 | Netplus Broadband Services Pvt. Ltd. | 659299 | RO Jaipur |
| 34 | Quadrant Televentures Ltd. | 255644 | RO Jaipur |
| 35 | You Broadband India Ltd. | 494051 | RO Jaipur |
| 36 | Alliance Broadband Services Pvt. Ltd. | 533959 | RO Kolkata |
| 37 | Balaji Teleworks Development Pvt. Ltd. | 13933 | RO Kolkata |
| 38 | Indinet Service Pvt. Ltd. | 129407 | RO Kolkata |
| 39 | Meghbela Cable & Broadband Services (P) Ltd | 36381 | RO Kolkata |

(B) Other Service Providers who are submitting PMR on ‘LSA basis ‘. These Service providers, in addition to ISPs Category ‘A’ in table ‘A’ above, shall be mapped to the respective RO against each LSA for the purpose of Clause 3.2.7(B)(iii).

| S. No. | Service Provider | LSA | Broadband (Wireline) Subscriber as on 30.06.2023 |
|--------|--|----------------|--|
| 1 | ADN Broadband Pvt.Ltd. | Delhi | 32889 |
| 2 | Airfiber Networks Pvt. Ltd. | Karnataka | 22331 |
| | | Tamilnadu | |
| 3 | Airnet Cable and Datacom Pvt.Ltd. | Maharashtra | 107584 |
| | | Mumbai | |
| 4 | Andhra Pradesh State Fiber Net Limited | Andhra Pradesh | 535761 |
| 5 | ANI Network Pvt.Ltd. | Delhi | 142255 |
| 6 | Antariksh Softtech Private Limited | Maharashtra | 147281 |
| | | Mumbai | |
| 7 | Apple Broadband Services Pvt. Ltd. | Andhra Pradesh | 11488 |
| 8 | Candor Infosolution Pvt. Ltd. | Bihar | 24493 |
| | | Delhi | |
| | | Haryana | |
| 9 | City Online Services Ltd | Andhra Pradesh | 14147 |
| | | Karnataka | |

| | | | |
|----|--|----------------------|--------|
| 10 | DDC Broadband Pvt.Ltd. | Delhi | 13358 |
| 11 | Digital Network Associates Pvt. Ltd. | Maharashtra | 24901 |
| | | Mumbai | |
| 12 | DL GTPL Broadband Pvt. Ltd. | Gujarat | 12216 |
| | | Maharashtra | |
| 13 | DNA Infotel Pvt Ltd | Maharashtra | 38579 |
| 14 | Ethernet Xpress(I) Pvt. Ltd. | Maharashtra | 30083 |
| 15 | Excell Media Pvt. Ltd. | Andhra Pradesh | 134331 |
| | | Karnataka | |
| 16 | Five Internet Solutions Pvt. Ltd. | Punjab | 11343 |
| 17 | Genstar Network Solutions Pvt. Ltd. | Mumbai | 19197 |
| 18 | GTPL KCBPL Broadband Private Limited | Kolkata | 115442 |
| | | Odisha | |
| | | West Bengal | |
| 19 | Infocus Networks Pvt. Ltd. | Mumbai | 25994 |
| 20 | Instanet Technologies Pvt. Ltd. | Maharashtra | 38194 |
| 21 | Intech Online Pvt. Ltd. | Maharashtra | 81870 |
| | | Mumbai | |
| 22 | Intermedia Cable Communication Pvt Ltd | Maharashtra | 10837 |
| 23 | Joister Infoserve Pvt. Ltd. | Maharashtra | 64787 |
| | | Mumbai | |
| 24 | Juweriyah Networks Private Limited | Maharashtra | 27927 |
| | | Mumbai | |
| 25 | K NET Solutions Private Limited | Tamilnadu | 58063 |
| 26 | Kernel Fibernet Online Network Pvt Ltd | Kerala | 25053 |
| 27 | Microscan Infocommtech Private Limited | Maharashtra | 63074 |
| | | Mumbai | |
| 28 | Net 9 Fibernet Pvt. Ltd. (formerly Net 9 Online Hathway Pvt. Ltd.) | Mumbai | 10899 |
| 29 | Nuron Networks Private Limited | Karnataka | 30354 |
| 30 | Pacenet Meghbela Broadband Pvt. Ltd. | Kolkata | 13073 |
| 31 | Paradise Telecom Pvt. Ltd. | Maharashtra | 15149 |
| 32 | Quest Consultancy Pvt. Ltd. | Gujarat | 15855 |
| 33 | Radinet Info Solutions Pvt Ltd | Madhya Pradesh | 42260 |
| | | Maharashtra | |
| | | Rajasthan | |
| | | Uttar Pradesh (West) | |
| 34 | Rainbow Communications India Private Limited | Tamilnadu | 15517 |
| 35 | Rajesh Digital & Datacom Pvt. Ltd. | Mumbai | 15855 |
| 36 | Readylink Internet Services Limited | Tamilnadu | 30695 |
| 37 | Shree Omkar Infocom Pvt. Ltd. | Maharashtra | 28740 |
| 38 | Sikka Broadband Pvt. Ltd. | Uttar Pradesh (East) | 20402 |
| 39 | Snet Networks Pvt. Ltd. | Mumbai | 39328 |

| | | | |
|-------------|--|----------------------|--------|
| 40 | Specific Net Pvt. Ltd | Maharashtra | 10914 |
| 41 | Spiderlink Networks Pvt. Ltd. | Rajasthan | 22194 |
| 42 | Sristi Sanchar Webnet Limited | Kolkata | 28498 |
| 43 | Stampede Communications Pvt. Ltd. | Kerala | 19568 |
| 44 | Tachyon Communications Private Limited | Uttar Pradesh (East) | 23472 |
| 45 | Tata Teleservices Limited | Andhra Pradesh | 22247 |
| | | Bihar | |
| | | Delhi | |
| | | Gujarat | |
| | | Karnataka | |
| | | Kerala | |
| | | Kolkata | |
| | | Punjab | |
| | | Rajasthan | |
| Tamilnadu | | | |
| 46 | Tata Teleservices(Maharashtra) Ltd. | Maharashtra | 25338 |
| | | Mumbai | |
| 47 | Vijaylakshmi Net Services Pvt.Ltd. | Andhra Pradesh | 11765 |
| 48 | Vortex Infocom Private Limited | Maharashtra | 18228 |
| 49 | Vortex Netsol Pvt. Ltd. | Gujarat | 86985 |
| | | Maharashtra | |
| | | Mumbai | |
| 50 | Wan and Lan Internet Pvt. Ltd. | Mumbai | 18588 |
| 51 | WAVE Fiber Pvt.Ltd. | Andhra Pradesh | 28298 |
| 52 | Wish Net Pvt. Ltd. | Andhra Pradesh | 124554 |
| | | Assam | |
| | | Bihar | |
| | | Kolkata | |
| | | Madhya Pradesh | |
| | | Odisha | |
| West Bengal | | | |
| 53 | Yashash Cable Network Pvt Ltd | Karnataka | 15405 |

UNDERTAKING

(On Company`s letter head)

M/s. _____ is not an access or internet service licensee under The Indian Telegraph Act 1885.

(Signature of Bidder)

Name of Authorized Signatory: _____

Designation: _____

Mobile/Telephone No.: _____

Email: _____

(Company Seal)

UNDERTAKING
(On Company`s letter head)

M/s. _____ have not been blacklisted or barred from participation in bidding processes either individually or as a member of a consortium as on the date of submission of bid, due to any reasons including poor or non- performance/delayed delivery or for any other reason by any Central/State Government departments, and/or autonomous bodies.

(Signature of Bidder)

Name of Authorized Signatory: _____
Designation: _____
Mobile/Telephone No.: _____
Email: _____

(Company Seal)

Bid Security Declaration
(On Company`s letter head)

(To be submitted by the bidder, who is claiming exemption from payment of Bid Security, as per GFR 170)

I _____, authorized representative of M/s _____, submitting the bids for the Tender enquire no. _____ and claimed exemption from paying bid security being registered as Micro/Small/Start-up with NSIC/MSME/DIPP etc. We hereby undertake that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security (PBG) before the deadline defined in the bid document, we are liable to be suspended from participating in future tenders of TRAI, for a period upto 3-years.

(Signature of Bidder)

Name of Authorized Signatory: _____

Designation: _____

Mobile/Telephone No.: _____

Email: _____

(Company Seal)

Undertaking
(On Company`s letter head)

I _____, authorized representative of M/s _____, submitting the bid(s) for the Tender enquire no. _____.

2. We hereby undertake that our organisation does not have a business relationship as on the date of submission of bid, with regard to the telecom network QoS audit or telecom network operations with any of the Licensed Telecom Service Provider in India, in the _____zone(s) (name of the zones for which bid(s) submitted), which may result in conflict of interest.

3. We further undertake that in the event of award of work in any of the zone(s), M/s _____ shall not enter in to business relationship with regard to the telecom network QoS audit or telecom network operations , with any of the telecom service provider in the awarded zone(s), during the currency of the contract.

(Signature of Bidder)

Name of Authorized Signatory: _____

Designation: _____

Mobile/Telephone No.: _____

Email: _____

(Company Seal)