



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



EoI No. AU-4/1/4(1)/2023-QoS dated 16.11.2023  
Last Date of Submission of Proposal by **15:00 Hrs on 27.12.2023**

**Invitation**  
**of**  
**Expression of Interest**  
**for**  
**Empanelment of Auditors to Audit**  
**the Accuracy of Metering and Billing Systems of the**  
**Service Providers**

**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 Proposal

#### **Invitation of Expression of Interest (EoI) for Empanelment of Auditors to audit the accuracy of Metering and Billing Systems of the Service Providers**

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 proposal from registered Indian companies/ firms (hereinafter referred to as 'audit agency' or 'applicant'), who satisfy the eligibility conditions as mentioned in the Expression of Interest (EoI) Document, for empanelment as auditors to audit the accuracy of metering and billing systems of the service providers in accordance with Quality of Service (Code of Practice for Metering and Billing Accuracy) Regulations, 2023 (03 of 2023) dated 11<sup>th</sup> September 2023, including all subsequent amendments made thereto and the guidelines & checklist, as issued by the Authority from time to time.

2. The Regulations and guidelines issued by the Authority in this regard are as detailed below and the same are available on TRAI's website:

- (i) Quality of Service (Code of Practice for Metering and Billing Accuracy) Regulations, 2023 (03 of 2023) dated 11<sup>th</sup> September 2023  
([https://www.traai.gov.in/sites/default/files/Regulation\\_13092023.pdf](https://www.traai.gov.in/sites/default/files/Regulation_13092023.pdf))
- (ii) Guidelines for the audit of metering and billing systems of the service providers issued vide F. No. C-2/8/(1)/2021-QoS dated 19<sup>th</sup> September 2023  
([https://www.traai.gov.in/sites/default/files/Guidelines\\_25092023.pdf](https://www.traai.gov.in/sites/default/files/Guidelines_25092023.pdf))

3. All the applicants, whose proposal is found technically qualified as per clause 2.12.6, will be considered for empanelment as Auditor to audit the accuracy of metering and billing systems of the service providers. However, the number of such empanelled auditors shall normally not exceed **15 (fifteen)**.

4. Quality of Service (Code of Practice for Metering and Billing Accuracy) Regulations, 2023 (03 of 2023) dated 11<sup>th</sup> September 2023 mandates that every service provider shall, by the thirty first day of March every year, appoint an auditor from the panel of auditors notified by the Authority to audit at its cost, the accuracy of its metering and billing systems.

5. A copy of the EoI document is available on TRAI's website [www.traai.gov.in](http://www.traai.gov.in) as well as on [www.eprocure.gov.in](http://www.eprocure.gov.in) and may be downloaded for the purpose of proposal submission. As TRAI has decided to use process of e-tendering for inviting proposals for this EoI, hence the hard copy of the EoI document will not be available.

6. **Eligibility Conditions:** As specified in clause 2.1 (Eligibility Conditions) of Section-II (*General Conditions and Instructions to the Applicants*).

7. **Last Date & Time for Submission and Opening of Online Proposal:** The online proposal shall be submitted on or before **27.12.2023 by 15:00 Hrs.** Proposals received after due date and time shall not be accepted. The EoI proposals shall be opened on **28.12.2023 at 15:00 Hrs.** In case the last date of submission/ opening of proposal is subsequently declared to be a holiday, the next working day will be treated as the last date of submission/ opening of proposal, however, the scheduled time shall remain unchanged. Any change in the schedule of proposal submission or proposal opening date due to any other unavoidable reason will be notified by the Authority through TRAI's website and e-procurement portal.
8. TRAI has adopted online proposal submission on *www.eprocure.gov.in*. The requirements and procedure for online proposal submission is outlined in detail in '*Guidelines for hassle free Bid Submission*', which is available on the website [https://eprocure.gov.in/cppp/hassle\\_free\\_bid\\_submission.pdf](https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf). Applicants are advised to go through the details thoroughly before submission of proposals, as TRAI shall not be held responsible for rejection of proposal due to incorrect/ faulty online submission.
9. Incomplete, ambiguous, conditional, unsigned proposals are liable to be rejected.
10. The proposals received, either by post or in person, shall not be considered for opening and same shall be returned to the applicant in original unopened.
11. TRAI reserves the right to accept or reject any or all proposals without assigning any reason.
12. The applicant shall ensure that no addition/ deletion/ corrections have been made in the downloaded EoI document being submitted and it is identical to the EoI document appearing on e-procurement Portal.
13. In case of any correction/ addition/ alteration/ omission in the proposal, the proposal shall be treated as non-responsive and shall be summarily rejected. All documents submitted in the proposal should be preferably in English. In case the certificate viz experience, registration etc. is issued in a language other than English, the applicant shall attach an English translation of the same duly attested by the applicant and 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 EoI.
16. **Clarification on EoI document:** Prospective applicants, requiring any clarification on the EoI document, may submit their request in writing in following format not **later than 29.11.2023** through e-procurement portal with copy to Email: **jtadv-qos@trai.gov.in**.

Sl. No	Clause no. with Section no. of the EoI document	Existing Clause/ Brief description of the clause	Clarification/query

17. Tentative date/time schedule for various activities is as mentioned below:

Activity	Tentative Date	Time
Issue of EoI document	16.11.2023	-
Accessibility of EoI document	16.11.2023	17:00 hrs
Pre – Bid Conference	23.11.2023	15:00 hrs
Last Date & Time of seeking clarifications	29.11.2023	17:00 hrs
Issue of corrigendum on CPPP Portal, if any	11.12.2023	17:00 hrs
Proposal submission start date	12.12.2023	09:00 hrs
Last Date & Time of Submission of online proposals	27.12.2023	15:00 hrs
Opening of EoI proposals	28.12.2023	15:00 hrs

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

## SECTION- II

### General Conditions and Instructions to the Applicants

#### 2.1. Eligibility Conditions

The applicant shall meet the following eligibility conditions for empanelment as Auditor to audit the accuracy of metering and billing systems of the service providers:

- (i) The applicant must be registered with the Institute of Chartered Accountants of India (ICAI) or the Institute of Cost Accountants of India.
- (ii) The applicant must have a valid GST (Goods and Services Tax) registration number and PAN (Permanent Account Number).
- (iii) The applicant must have minimum average annual financial turnover of Rupees two crores during the last three consecutive financial years i.e., FY 2020-21, 2021-22 and 2022-23.
- (iv) The applicant shall have a minimum experience of –
  - (a) one year in the audit of the metering and billing system of telecom service providers; **OR**
  - (b) two years in revenue assurance audit of telecom service providers; **OR**
  - (c) three years in the audit of billing and charging system in the sector of Electricity, Gas, Broadcasting, Banking or Metro train;  
**during the last seven years** from last date of submission of proposal.
- (v) The applicant shall have minimum one full time professional (B. Tech or MCA) who has experience in metering and billing system of telecom service providers.
- (vi) The applicant shall have minimum three full time professionals who have CISA/ DISA certification, other than the professional mentioned in clause 2.1(v).
- (vii) The applicant shall have minimum twenty-five (25) qualified (Graduate and above) staff/ employees/ partners, other than the professionals mentioned in clauses 2.1(v) and 2.1(vi).
- (viii) The applicant must not be blacklisted or barred from participation in bidding processes by any Central/ State Government departments, and/or autonomous bodies, either individually or as a member of a consortium, as on the date of submission of proposal due to any reason, including poor or non- performance/ delayed delivery or any other reason.

#### 2.2. Cost of Proposal Submission

The applicant shall bear all costs associated with the preparation and submission of the proposal. The Authority shall, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the EoI process.

### 2.3. EoI document:

The applicant is expected to examine all instructions, forms, terms and specifications in the EoI document and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the EoI document or submission of proposals that are not substantially responsive to the EoI document will be at the applicant's risk and may result in rejection of the proposal.

### 2.4. Clarification on EoI document and pre-Bid conference

2.4.1. A prospective audit agency, requiring any clarification on the EoI document shall notify the Authority, in writing, through the e-procurement portal. The Authority shall respond, in writing, to any request for the clarification of the EoI document, which it receives not later than the date specified in Section-I of this document. Copies of the query (without identifying the source) and clarifications by the Authority shall be uploaded on TRAI's website [www.traigov.in](http://www.traigov.in) as well as on [www.eprocure.gov.in](http://www.eprocure.gov.in). The clarification/queries on EoI document should be sent in following format:

Sl. No	Clause no. with Section no. of the EoI document	Existing Cause/ Brief description of the clause	Clarification/query

2.4.2. The applicants are required to keep regular watch on e-procurement portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and the TRAI website ([www.traigov.in](http://www.traigov.in)) for any amendment to the EoI document or for clarifications in response to the queries raised by the applicants up to a day prior to the last date for submission of proposals.

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

2.4.4. Any clarifications on the EoI document required by the applicants shall be, to the extent possible, clarified in the pre-bid conference to be held on the date specified in Section-I of this document. The pre-bid conference will be held with the prospective audit agencies for technical discussion/ clarifications on technical and other matters regarding terms and conditions of the EoI document. The pre-bid conference may be, either in physical mode in the Conference Hall, 3<sup>rd</sup> Floor, TRAI HQ, Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg (Old Minto Road), New Delhi-110002, or through online or hybrid mode. The

prospective audit agencies should, on their own, attend the said conference without waiting for any further communication.

2.4.5. As a result of the discussion in this pre-bid conference, if any modifications to the EoI document are considered necessary, suitable corrigenda/addenda will be issued. A copy of such corrigenda/addenda will be uploaded on e-procurement portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and TRAI website ([www.trai.gov.in](http://www.trai.gov.in)).

2.4.6. Any clarification/ corrigenda/ addenda issued by TRAI either on its own, or in response to query raised by prospective audit agencies shall form an integral part of the EoI document and shall amount to an amendment of relevant clauses of the EoI document.

## **2.5. Amendment of EoI document**

2.5.1. At any time, prior to the date of submission of proposals, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective audit agency, modify EoI document by issuing amendments.

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

2.5.3. In order to afford prospective audit agencies a reasonable time to take the amendment into account in preparing their proposals, the Authority may, at its discretion, extend the deadline for the submission of proposals suitably.

## **2.6. Documents comprising Proposal**

2.6.1. Applicant shall submit the techno-commercial proposal online before the last date and time of submission. The proposal will be named '*Online envelope*' and will contain the following documents:-

- (i) Copy of the EoI document and clarifications/ corrigendum issued, if any, duly signed by the authorised representative of the applicant, on each page of the EoI document and corrigendum/ addenda issued, if any, as an acknowledgement that the applicant has read and accepted the terms and conditions;
- (ii) Documentary evidence, as contained in clause 2.7 of Section-II, to establish that the applicant is eligible to submit proposal and is qualified for empanelment as auditor if its proposal is accepted;
- (iii) Duly filled Section-IV along with Form-I to Form-VI of the EoI;
- (iv) Scanned copy of Authority letter/ power of attorney to designate a person to sign and/ or submit the proposal, interact with TRAI for all EoI related activities, queries, presentations, etc.;
- (v) Any other documents as specified in the EoI document.



- 2.6.2. The proposal submitted should be properly indexed with running page numbers marked on all documents enclosed.
- 2.6.3. The name, address, telephone/mobile number, e-mail address of the applicant should be clearly mentioned. Any corrections or overwriting in the proposal should be initialled by the authorized person signing the proposal, failing which the proposal shall be liable to be rejected.
- 2.6.4. Applicants are required to sign each page of the EoI document and corrigenda/addenda thereto, if any, as per the requirements of this EoI.

**2.7. Documents establishing applicant’s eligibility and qualification.**

- 2.7.1. The applicants satisfying the eligibility conditions, as mentioned in **clause 2.1** of Section-II of this EoI document shall be eligible for submitting the proposal.
- 2.7.2. To applicant must submit following documents to establish that it fulfils the eligibility conditions:

<b>Sl. No.</b>	<b>Eligibility Condition</b>	<b>Supporting Documents required</b>
i.	The applicant must be registered with the Institute of Chartered Accountants of India (ICAI) or the Institute of Cost Accountants of India	Registration Certificate issued by the Institute of Chartered Accountants of India (ICAI) or the Institute of Cost Accountants of India
ii.	The applicant must have a valid GST (Goods and Services Tax) registration number and PAN (Permanent Account Number).	A copy of valid PAN and GST registration.
iii.	The applicant must have minimum average annual financial turnover of Rupees two crores during the last three consecutive financial years 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.
iv.	The applicant shall have a minimum experience of:- (a) one year in the audit of the metering and billing system of telecom service providers; OR (b) two years in revenue assurance audit of telecom service providers; OR (c) three years in the audit of billing and charging system in the sector of Electricity, Gas, Broadcasting, Banking or Metro train; during the <b>last seven years</b> from last date of submission of proposal.	Details of each such project in Form-I of Section-IV along with copies (duly signed by the purchaser) of:  (i) purchase/ work order; and (ii) experience or completion certificates:

v.	The applicant shall have minimum one full time professional (B. Tech or MCA) who has experience in metering and billing system of telecom service providers.	Details as per Form-II of Section-IV
vi	The applicant shall have minimum three full time professionals who have CISA/ DISA certification, other than the professional mentioned in clause 2.1(v).	Details as per Form-III of Section-IV
vii	The applicant shall have minimum twenty-five (25) qualified (Graduate and above) staff/ employees/ partners, other than the professionals mentioned in clauses 2.1(v) and 2.1 (vi).	Details as per Form-IV of Section-IV
viii	The applicant must not be blacklisted or barred from participation in bidding processes by any Central/ State Government departments, and/or autonomous bodies, either individually or as a member of a consortium, as on the date of submission of proposal due to any reason, including poor or non-performance/ delayed delivery or any other reason.	An undertaking as per Form-V of Section-IV.

## 2.8. Submission of proposal and Validity of proposals

- 2.8.1. The formats for submission of the proposal are at Section-IV. All the details are required to be filled by the applicants and submitted before the last date and time of submission. The proposals should be paginated and indexed.
- 2.8.2. Proposals must be received by the Authority as per clause 2.6 of Section-II not later than the specified date and time indicated in Section-I.
- 2.8.3. The applicant is required to submit the proposal online at the e-procurement portal. Proposals received after due date and time will not be accepted. Offline submission of proposals would not be accepted and will be returned unopened.
- 2.8.4. The Authority may, at its discretion, extend the deadline for submission of proposals in accordance with clause 2.5, in which case all rights and obligations of the Authority and applicants subject to the deadline will thereafter be subjected to such extended deadline.
- 2.8.5. The proposal shall remain valid for **120 (one hundred twenty) days** from the last date of submission of the proposal.

2.8.6. Requirements and procedure for online proposal 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](https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf). Applicants are advised to go through the details thoroughly before submission of proposals, as TRAI shall not be held responsible for rejection of proposals due to incorrect/faulty online submission.

## **2.9. Modification and withdrawal of proposals**

2.9.1. The modification, revision or withdrawal of proposal shall be in accordance with the provisions of e-procurement portal.

2.9.2. Subject to clause 2.9.1, no proposal shall be modified subsequent to the deadline for submission of proposals.

## **2.10. Performance Bank Guarantee**

2.10.1. The successful audit agency shall furnish a Performance Bank Guarantee (PBG) in the Proforma given at **Annexure-1** from any Scheduled Bank in India within fifteen (15) days from the date of receipt of the letter of acceptance of the proposal from TRAI by the audit agency for an amount of Rupees Two Lakhs only (Rs. 2,00,000/-).

2.10.2. TRAI may, at its discretion, cancel the letter of acceptance of proposal in case the audit agency fails to furnish an acceptable Performance Bank Guarantee within the stipulated time.

2.10.3. Initially, the PBG shall be valid for a period of sixty (60) days beyond the validity of empanelment, as contained in clause 2.13. In case the empanelment is extended, the audit agency shall, within fifteen (15) days of intimation about such extension by TRAI, extend the validity of existing PBG, so that it shall be valid for a period of sixty (60) days beyond such extended period of empanelment.

2.10.4. The Audit agency, on its own, shall extend the validity period of the PBG 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 PBGs shall be kept valid till the satisfactory completion of the contract. Any failure to do so, shall amount to violation of the terms of the conditions of the contract/empanelment and entitle TRAI to encash the PBG and to convert it into a cash security without any reference to the Audit agency at its risk and cost.

2.10.5. On satisfactory completion of the empanelment or audit of the accuracy of the metering and billing systems of the service provider, whichever is later, as per the terms and conditions specified in the EoI document and agreement, 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.

2.10.6. Without prejudice to its rights to terminate the empanelment 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 EoI 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.

**2.11. TRAI’s right to accept or reject a proposal without assigning any reason**

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

**2.12. Opening and evaluation of the proposal**

**(A) Opening of the proposal**

2.12.1. The proposals will be opened by Tender Opening Committee (TOC) on **28.12.2023 at 15:00 Hrs.** online through e-procurement portal.

**(B) Evaluation of the proposal**

2.12.2. The proposals 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 EoI.

2.12.3. Subsequently, proposal will be evaluated to confirm whether it meets the eligibility criteria as prescribed in clause 2.1 of Section-II and other requirements of the EoI and adherence to the terms and conditions of the EoI.

2.12.4. Proposals of the applicants who have submitted technically responsive proposals, in accordance with the clauses 2.12.2 and 2.12.3, shall be subsequently evaluated based on following parameters:

<b>S. No.</b>	<b>Evaluation Criteria</b>	<b>Documents required for awarding point</b>	<b>Maximum points</b>	<b>Range</b>	<b>Applicable points</b>
i.	No. of years for which company/ firm is in operation (as on last date of submission of proposal)	As mentioned in registration certificate issued by the Institute of Chartered Accountants of India (ICAI) OR the Institute of Cost Accountants of India	10	< 5 years	2
				≥ 5 years and < 10 years	4
				≥ 10 years and < 15 years	6
				≥ 15 years and < 20 years	8
				≥ 20 years	10

ii.	Average annual financial turnover during the last three consecutive financial years i.e., FY 2020-21, 2021-22 and 2022-23	As mentioned in clause 2.7.2 of Section-II	10	< Rs 2 Crores	0
				≥ Rs 2 Crores and < 5 crore	2
				≥ Rs 5 Crores and < 10 crore	4
				≥ Rs 10 Crores and < 15 crore	6
				≥ Rs 15 Crores and < 20 crore	8
				≥ Rs 20 Crores	10
iii.	Experience in audit of the metering and billing system of telecom service providers during the last seven years from last date of submission of proposal	As mentioned in clause 2.7.2 of Section-II	30	< 1 year	0
				≥ 1 year and < 2 years	7
				≥ 2 years and < 3 years	15
				≥ 3 years and < 4 years	22
				≥ 4 years	30
				<b>OR</b>	
	Experience in revenue assurance audit of telecom service providers during the last seven years from last date of submission of proposal	As mentioned in clause 2.7.2 of Section-II	30	< 2 years	0
				≥ 2 years and < 3 years	7
				≥ 3 years and < 4 years	15
				≥ 4 years and < 5 years	22
				≥ 5 years	30
				<b>OR</b>	

	Experience in in the audit of billing and charging system in the sector of Electricity, Gas, Broadcasting, Banking or Metro train during the last seven years from last date of submission of proposal	As mentioned in clause 2.7.2 of Section-II	30	< 3 years	0
$\geq 3$ years and < 4 years				7	
$\geq 4$ years and < 5 years				15	
$\geq 5$ years and < 6 years				22	
$\geq 6$ years				30	
iv.	No. of full time professional (B. Tech or MCA) who has experience in metering and billing system of telecom service providers	As mentioned in clause 2.7.2 of Section-II	15	$\geq 1$ and < 2	3
				$\geq 2$ and < 5	6
				$\geq 5$ and < 10	9
				$\geq 10$ and < 15	12
				$\geq 15$	15
v.	No. of full time professionals who have CISA/ DISA certification, other than the professional mentioned in clause 2.1(v).	As mentioned in clause 2.7.2 of Section-II	15	$\geq 3$ and < 5	3
				$\geq 5$ and < 10	6
				$\geq 10$ and < 15	9
				$\geq 15$ and < 20	12
				$\geq 20$	15
vi.	No. of qualified (Graduate and above) staff/ employees/ partners, other than the professionals	As mentioned in clause 2.7.2 of Section-II	10	$\geq 25$ and < 30	2
				$\geq 30$ and < 50	4
				$\geq 50$ and < 75	6
				$\geq 75$ and < 100	8

	mentioned in clauses 2.1 (v) and 2.1 (vi).			≥ 100	10
vii.	No. of offices (including Head and Branch office)	As mentioned in registration certificate issued by the Institute of Chartered Accountants of India (ICAI) OR the Institute of Cost Accountants of India	10	2 points for each metro locations and 1 point for each other locations	maximum 10 points
	Total Points		100		

2.12.5. TRAI may ask the applicants to give a presentation on their proposal, as per the requirement of Tender Evaluation Committee.

2.12.6. Only those applicants who have submitted technically responsive proposals, in accordance with the clauses 2.12.2 and 2.12.3, and have scored a minimum of **60 points** on the parameters specified in clause 2.12.4 above, shall qualify for empanelment as auditor to audit the accuracy of metering and billing systems of the service providers.

2.12.7. Out of the applicants who have qualified for empanelment, in accordance with clause 2.12.6 above, top fifteen applicants shall be empanelled as auditor to audit the accuracy of metering and billing systems of the service providers. However, in case any of the applicant selected for empanelment, does not submit the PBG or sign the agreement/contract after issue of letter of acceptance of proposal by the Authority, the Authority may consider the next applicant who has qualified for empanelment, subject to such applicant having scored minimum of **60 points** on parameters specified in clause 2.12.4 above.

### 2.13. Validity of Empanelment

2.13.1. The empanelment shall be valid for a period of three years from the date of signing of the contract, which may be extended for a period of up to two years at the sole discretion of TRAI.

### 2.14. Force Majeure

2.14.1. 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.

- 2.14.2. 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 promptly (within seven days) notify to the TRAI in writing the fact of the delay, its 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.
- 2.14.3. 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 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.

## **2.15. Termination:**

- 2.15.1. TRAI reserves the right to terminate the contract, in whole or in part for its (the Authority's) convenience or frustration of contract as per sub-clause below, by serving 'Notice for Termination of Contract' 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 that to TRAI. Unless otherwise instructed by TRAI, the audit agency shall continue to perform the contract to the extent not terminated.
- 2.15.2. Without prejudice to its right to forfeit the Performance Bank Guarantee, TRAI reserves the right to terminate the contract, in case –
  - i. the audit agency fails to carry out the task as per the terms and conditions specified in the EoI document and the contract; or
  - ii. if the audit report is not as per the format approved by TRAI; or
  - iii. if 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.



2.15.3. 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 foreclose/terminate the contract.

2.15.4. The termination/foreclosing 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.

## **2.16. Indemnity**

2.16.1. The audit agency shall indemnify and hold harmless, free of costs, the Authority 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 in respect of the services provided by the audit agency under this EoI or subsequent contract, as a result of any 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.

2.16.2. 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 EoI or subsequent 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, employees or servants.

## **2.17. Coordination**

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

## **2.18. Confidentiality**

2.18.1. The audit agency shall treat all the information provided by TRAI and the service provider as confidential and shall not share this information without the written permission of TRAI. The reports, data, etc. submitted by the audit agency shall be the exclusive property of TRAI and the audit agency 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 audit agency.

2.18.2. All information gathered during the audit of metering and billing systems of service providers 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.

2.18.3. The audit agency 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.

2.18.4. The audit agency 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.

2.18.5. 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.

**2.19. Laws governing contract**

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

**2.20. 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 this EoI or the contract entered into pursuant to this EoI.

**2.21. 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 thereunder 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.

**2.22. Language of the proposal and proposal cost:**

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

**2.23. Further assigning of the 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.

**2.24. False information:**

2.24.1 In the event of furnishing false/ incorrect/ misleading information by the applicant, the applicant will be barred from participating in the future tenders/ EoIs of TRAI for a period upto three (3) years.

2.24.2 If during the performance of the contract, it is detected that the contract has been obtained by furnishing false/incorrect/misleading information in the proposal, 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.

**2.25. 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 other audit agency shall be as decided by TRAI with such agency in accordance with the contract with the agency.

**2.26. Verification of Documents and Certificates**

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

2.26.2. As per requirement of the EoI conditions, if any document/ paper/ certificate submitted by the participant/applicant is found to be false/ fabricated/ tampered/ manipulated at any stage during evaluation or award of contract, then the applicant would be disqualified from the empanelment process. Action may also be taken for barring of all business dealings with the defaulting firm. In case contract has already been awarded to the applicant, then the contract shall be rescinded/ annulled and PBG of the applicant shall be forfeited.

**2.27. Rejection of Proposals**

2.27.1. While all the conditions specified in the EoI document are critical and are required to be complied, special attention of applicant is invited to the following clauses of the EoI document, non-compliance of any one of which shall result in rejection of the proposal:-

- (i) Proposal validity is less than the period prescribed in clause 2.8.5.
- (ii) If the eligibility condition, as per clause 2.1, is not met and/ or the documents prescribed to establish the eligibility of the audit agency, as per clause 2.7, are not enclosed.

## 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 periodical assessment of quality of services provided by the service providers so as to protect the interest of the consumers of telecommunication services. Billing related complaints are part of Quality of Service (QoS) parameters.

3.1.2. Accordingly, TRAI has issued *Quality of Service (Code of Practice for Metering and Billing Accuracy) Regulations, 2023 (03 of 2023) dated 11<sup>th</sup> September 2023* prescribing Code of practice for metering and billing accuracy which is to be complied by every service provider. The regulations are available on TRAI's website ([https://www.trai.gov.in/sites/default/files/Regulation\\_13092023.pdf](https://www.trai.gov.in/sites/default/files/Regulation_13092023.pdf)). Further, in accordance to the regulations, TRAI has also issued Guidelines for the audit of metering and billing systems of the service providers vide F. No. C-2/8/(1)/2021-QoS dated 19<sup>th</sup> September 2023, which is also available on TRAI's website ([https://www.trai.gov.in/sites/default/files/Guidelines\\_25092023.pdf](https://www.trai.gov.in/sites/default/files/Guidelines_25092023.pdf)). These regulations are updated from time to time. Further, TRAI may also issue guidelines, checklist and format for smooth conduct of audit of metering and billing system.

3.1.3. The regulations provide that TRAI may notify a panel of auditors to audit the accuracy of metering and billing system of the service providers. The service providers must appoint an auditor from the said panel of auditors for auditing the accuracy of their metering and billing system, in compliance to the regulations, by 31<sup>st</sup> March of every year for audit of the next financial year.

3.1.4. The cost of such audit shall be borne by the service provider and same shall be decided mutually by the empanelled auditor and the concerned service provider. However, TRAI reserves the right to seek the details of cost of such audit from the empanelled auditors and the auditor shall be obliged to provide the same.

3.1.5. Accordingly, TRAI intends to empanel auditors through this Expression of Interest (EoI) to audit the accuracy of metering and billing system of the service providers. Broad scope of work for the empanelled auditors shall be as follows:

- (a) To audit the accuracy of metering and billing system of the service providers in accordance with the *Quality of Service (Code of Practice for Metering and Billing Accuracy) Regulations, 2023 (03 of 2023) dated 11th September 2023*, including all subsequent amendments made thereto and the guidelines & checklist, as issued by the Authority from time to time.
- (b) Submission of various reports as provided in the regulations, guidelines and checklists.

(c) Providing sample formats of Audit / Action taken or any other report prescribed in the regulation to TRAI as and when desired by the Authority.

### **3.2. Guidelines for Auditors:**

3.2.1. The auditors shall undertake audit of the Billing systems of service provider before taking up the audit of the Licensed Service Areas (LSA). Audit of each billing system, whether centralized or distributed, is to be audited at least once in a financial year latest by the 30<sup>th</sup> June. List of LSAs and geographical area covered by them, as defined in Unified License, is given at Annexure-2.

3.2.2. The audit of LSAs shall be done only after completion of audit of its Billing System. Each Licensed Service Area is to be audited for accuracy of metering and billing at least once in a financial year and the Licensed Service Areas, for the purposes of audit, are to be evenly distributed throughout the four quarters of a financial year as far as possible and for every quarter of a financial year, at least one Licensed Service Area is to be audited.

3.2.3. Based on Audit methodology, LSA audit activities may have two components i.e. (a) activities which may be conducted centrally after or along with the system audit of Billing System and (b) activities which require onsite visits to LSAs based on service providers' network topology and operational setup. The Auditors may consider this aspect in overall audit activities schedule and communicate the same to the service providers clearly. The audit activities which can be conducted centrally for the LSAs should not be repeated in those LSAs.

### **3.3. Auditors' Obligations:**

3.3.1. The auditor shall undertake audit of the Metering and Billing System of service provider and certify that service providers' Metering and Billing System is in compliance with the Quality of Service (Code of Practice for Metering and Billing Accuracy) Regulations, 2023 and the guidelines/ directions issued by the Authority from time to time. The auditor shall further take up audit of accuracy of metering and billing in License Service Area (LSA) as per the prescribed Audit Methodology.

3.3.2. The auditors shall strictly adhere to the schedule of audit as specified in the regulations and intimate to TRAI, before it begins the audit.

3.3.3. The auditor shall preferably have team of domain experts and tools to conduct the audit as per regulations. However, if required, the auditors may associate revenue assurance experts/ solutions in their audit work. However, such experts should not be associated with revenue assurance solutions of concerned service provider. TRAI shall be intimated forthwith the details of such arrangement if any, with revenue assurance experts with their current associations with service provider.

3.3.4. The auditors shall maintain confidentiality of information/data shared by service providers for conduct of audit and may need to sign a non-disclosure agreement with service providers, if required.

3.3.5. The auditors shall comply with all the regulations, directions, instructions, guidelines etc. issued by TRAI from time to time for the purpose of conducting the audit and reporting thereof.

3.3.6. The auditors shall not undertake audit of the metering and billing system of any service provider to whom the auditor is or has been statutory auditor, cost auditor or internal auditor for last two financial year (from the year prior to the audit year) or has any conflict of interest in fair conduct of audit.

3.3.7. The auditors shall not undertake audit of the metering and billing system of any service provider consecutively for more than two years.

3.3.8. The auditors shall not undertake audit of the metering and billing system of any service provider with whom it has had a direct business relationship during the last one year prior to the audit year.

3.3.9. The auditors shall promptly report to the Authority any critical matters/ observations noticed/ noted while conducting audit of metering and billing system of any service provider.

3.3.10. The Authority may refer complaints relating to metering, billing, value added services etc. for verification and inclusion of the findings in the audit report.

3.3.11. The auditors may be asked to give detailed presentation covering key findings of audit including the process/procedure adopted for the audit. The auditor shall attend such meetings/ presentations at their own expenses.

3.3.12. The auditors shall expeditiously submit a copy of the audit reports and key findings of the audit to the Authority on completion of the audit.

3.3.13. The auditors shall securely maintain all records of audit of respective financial year, including the data shared by the service providers, for minimum next two financial years and submit to the Authority, if asked for.

3.3.14. If an auditor fails to comply with the provisions of these regulations and direction or guidelines issued from time to time, the auditor shall be liable to be removed from the panel of the auditors, provided that reasonable opportunity shall be given to the auditor before removal from panel.

3.3.15. The data and information gathered during the audit of metering and billing systems of service providers and reports shall be made available to TRAI, as and when necessary, within seven (07) days of receipt of notice from TRAI in this regard.

#### **3.4. Other obligation of the Audit Agency:**

3.4.1. The audit agency is required to submit sample formats of Audit / Action taken or any other report specified in the regulation to TRAI, as and when sought by TRAI.

3.4.2. 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.

3.4.3. The audit of accuracy of metering and billing of service provider shall be completed within time limits mentioned in the regulations.

3.4.4. 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.

3.4.5. 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.

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

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

3.4.8. The key staff proposed by the applicant for evaluation of the proposal and the delivery of scope of work shall not be changed during the currency of the contract. However, in case of occurrence of any unforeseen event not in control of the applicant, TRAI, at its own discretion, may permit replacement of key resource with same or better qualification and experience. No key resource shall be replaced by the applicant without prior approval of TRAI.

3.4.9. During the audit, TRAI may entrust the auditor to undertake special audit on any issue. The auditor shall undertake an audit on such issue and shall report to TRAI about the findings of such audit in such format and in such time frame as specified by TRAI in this regard.

### **3.5. Timeline for Audits and submission of reports**

<b>S. No.</b>	<b>Activity</b>	<b>Responsibility</b>	<b>Timeline</b>
<b>1</b>	<b>Billing System Audit</b>		
1(a)	Completion of audit of Billing System(s)	Auditor	By 30 <sup>th</sup> June
1(b)	Submission of audit report of Billing System(s) audited	Auditor/ Service Provider	By 30 <sup>th</sup> September
1(c)	Action Taken Report*	Service Provider	Within two months of submission of the audit report i.e., by 30 <sup>th</sup> November.

<b>2.</b>	<b>LSA Audit</b>		
2(a)	Submission of audit report of the LSAs audited	Auditor/ Service Provider	By the end of next quarter for the LSAs audited. e.g.: For the LSAs audited in July-September for quarter ending June, audit report is to be submitted by 30 <sup>th</sup> September.
2(b)	Action Taken Report*	Service Provider	Within two months of submission of the audit report. e.g.: For the LSAs audited in July-September for quarter ending June, action taken report is to be submitted by 30 <sup>th</sup> November.
2(c)	Key findings of the audit	Auditor	By the end of next quarter for the LSAs audited. e.g.: For the LSAs audited in July-September for the quarter ending June, key finding of the audit is to be submitted by 30 <sup>th</sup> September.

\*Action taken report shall also include the status of all pending audit observations of previous quarters, if any.



**SECTION-IV**  
**FORMAT FOR SUBMISSION OF PROPOSAL**  
*(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 Expression of Interest for Empanelment of Auditors to Audit the Accuracy of Metering and Billing Systems of the Service Providers.**

Sir,

1. We hereby submit our Proposal for empanelment as Auditor to audit the accuracy of metering and billing systems of the Service Providers.
2. Our proposal is binding upon us for a period of one hundred twenty (**120**) days from the last date of submission of the proposals.
3. We understand that TRAI reserves the right to accept or reject any proposal, without assigning any reason.
4. No addition/ deletion/ corrections have been made in the downloaded EoI document being submitted and it is identical to the EoI document appearing on e-procurement portal.
5. Undersigned is duly authorized to sign and submit the proposal on behalf of M/s \_\_\_\_\_ (Relevant authority letter/ power of attorney is attached herewith).
6. I/We have read the EoI No. \_\_\_\_\_ dated \_\_\_\_\_ 2023 inviting Expression of Interest for Empanelment of Auditors to Audit the Accuracy of Metering and Billing Systems of the Service Providers, and hereby accept and comply to all terms and conditions mentioned therein and undertake that we shall ensure clause by clause compliance to this EoI.

7. Duly filled prescribed Form-I to Form-VI of Section-IV are enclosed herewith.

Dated, the..... day of .....2023

Yours faithfully,

Witness:

Signature.....

Address.....

(Signature of the Authorized signatory)

Name of the Signatory

Title of the Signatory

Mobile No.

E-mail address

## Form-I

### Details of Projects with reference to clauses 2.1(iv), 2.7.2 (iv) and 2.12.4(iii) of Section-II

[Please submit separate sheet for each project for claiming points for experience as per clause 2.12.4(iii)]

1.	Project Name	
2.	Complete details of the Purchaser Name: Address: Contact Number:	
3.	Project is related to experience in (i) the audit of the metering and billing system of telecom service providers; OR (b) revenue assurance audit of telecom service providers; OR (c) the audit of billing and charging system in the sector of Electricity, Gas, Broadcasting, Banking or Metro train.	Yes/ No  Yes/ No  Yes/ No
4.	Purchase/ work order Number and Date	
5.	Copy of Purchase/ work order attached	Yes/ No
6.	Brief Description of the Project	
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	Yes/ No

(Signature of the Authorised signatory)

Name and Title of the Signatory \_\_\_\_\_

**Form-II**

**Details of Full time professional who has experience in metering and billing system of telecom service providers with reference to clauses 2.1(v), 2.7.2 (v) and 2.12.4 (iv) of Section-II**

S. No.	Name of the Professional	Designation	Full time associated with the applicant (Yes/ No)	Date since working with the applicant	Qualification	Details of experience in metering and billing system of telecom service provider	Document in support of experience attached (Yes/ No)
1.							
2.							
3.							
4.							
5.							

(Signature of the Authorised signatory)

Name and Title of the Signatory \_\_\_\_\_

**Form-III**

**Details of Full time professional who have CISA/ DISA certification, other than professional mentioned in Form-II, with reference to clauses 2.1(vi), 2.7.2 (vi) and 2.12.4(v) of Section-II**

S. No.	Name of the Professional	Designation	Full time associated with the applicant (Yes/ No)	Date since working with the applicant	Qualification	Details of CISA/ DISA certification	Document in support of CISA/ DISA certification attached (Yes/ No)
1.							
2.							
3.							
4.							
5.							

(Signature of the Authorised signatory)

Name and Title of the Signatory \_\_\_\_\_

### Form-IV

**Details of full time qualified (Graduate and above) staff/ employees/ partners, other than professional mentioned in Form-II and Form-III, with reference to clauses 2.1(vii), 2.7.2 (vii) and 2.12.4(vi) of Section-II**

S. No.	Name of the Professional	Designation	Full time associated with the applicant (Yes/ No)	Date since working with the applicant	Qualification	Document in support of association with the applicant attached (Yes/ No)
1.						
2.						
3.						
4.						
5.						

(Signature of the Authorised signatory)

Name and Title of the Signatory\_\_\_\_\_

**Form-V**

**UNDERTAKING REGARDING BLACKLISTING**

*(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 the proposal, 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 Authorized Signatory)

Name of Authorized Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Mobile/Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

(Company Seal)

**Form-VI**  
**CHECKLIST FOR SUBMISSION OF PROPOSAL**

S No	Documents to be Submitted with the Proposal	Submitted (Yes/No)	Page Number in the proposal
1	Registration certificate issued by the Institute of Chartered Accountants of India (ICAI) OR the Institute of Cost Accountants of India		
3	Copy of PAN		
4	Copy of GST registration		
5	Audited balance sheet and turnover certificate from Chartered Accountant for FY 2020-21, 2021-22 and 2022-23.		
6	Duly filled Section-IV along with following Forms:		
(i)	Form-I: Details of Projects		
(ii)	Form-II: Details of Full time professional who has experience in metering and billing system of telecom service providers		
(iii)	Form-III: Details of Full time professional who have CISA/DISA certification		
(iv)	Form-IV: Details of full time qualified (Graduate and above) staff/ employees/ partners		
(v)	Form-V: Undertaking regarding Blacklisting		
(vi)	Form-VI: Checklist for Submission of Proposal		
7	Scanned copy of Authority letter/ power of attorney to designate a person to sign and/ or submit the proposal, interact with TRAI for all EoI related activities, queries, presentations, etc.		
8	Copy of the EoI document along with amendments/corrigendum/clarifications issued by TRAI, if any, duly signed by the applicant		

(Signature of Authorized Signatory)

Name of Authorized 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 of .....2023

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'.

### List of LSAs and geographical area covered by them

Sl. No.	Name of Service Area	Areas covered
01.	West Bengal Service Area	Entire area falling within the Union Territory of Andaman & Nicobar Islands and area falling within the State of West Bengal and the State of Sikkim excluding the areas covered by Kolkata Metro Service Area.
02.	Andhra Pradesh Service Area	Entire area falling within the State of Andhra Pradesh and Telangana state.
03.	Assam Service Area	Entire area falling within the State of Assam.
04.	Bihar Service Area	Entire area falling within the re-organised State of Bihar and newly created State of Jharkhand pursuant to the Bihar Reorganisation Act, 2000 (No.30 of 2000) dated 25 <sup>th</sup> August, 2000.
05.	Gujarat Service Area	Entire area falling within the State of Gujarat and Union Territory of Daman and Diu, Silvassa (Dadra & Nagar Haveli).
06.	Haryana Service Area	Entire area falling within the State of Haryana except Panchkula town and the local areas served by Faridabad and Gurgaon Telephone exchanges.
07.	Himachal Pradesh Service Area	Entire area falling within the State of Himachal Pradesh
08.	Jammu & Kashmir Service Area	Entire area falling within the Union Territory of Jammu & Kashmir and Union Territory of Ladakh.
09.	Karnataka Service Area	Entire area falling within the State of Karnataka
10.	Kerala Service Area	Entire area falling within the State of Kerala and Union Territory of Lakshadweep and Minicoy.
11.	Madhya Pradesh Service Area	Entire area falling within the re-organised State of Madhya Pradesh as well as the newly created State of Chattisgarh pursuant to the Madhya Pradesh Reorganisation Act, 2000 (No:28 of 2000) dated 25 <sup>th</sup> August, 2000.
12.	Maharashtra Service Area	Entire area falling within the State of Maharashtra and Union Territory of Goa, excluding areas covered by Mumbai Metro Service Area.
13.	North East Service Area	Entire area falling within the States of Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.
14.	Odisha Service Area	Entire area falling within the State of Odisha.
15.	Punjab Service Area	Entire area falling within the State of Punjab and Union territory of Chandigarh and Panchkula town of Haryana.
16.	Rajasthan Service Area	Entire area falling within the State of Rajasthan.

17*	Tamilnadu Service Area (including Chennai Service Area)	Entire area falling within the State of Tamilnadu and Union Territory of Pondichery.
17 A*	Tamilnadu Service Area (excluding Chennai Service Area)	Entire area falling within the State of Tamilnadu and Union Territory of Pondichery excluding Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges
17 B*	Chennai Service Area	Local Areas served by Chennai Telephones, Maraimalai Nagar Export Promotion Zone (MPEZ), Minzur and Mahabalipuram Exchanges
18.	Uttar Pradesh (West) Service Area	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 also include the newly created State of Uttaranchal pursuant to the Uttar Pradesh Re-organisation Act, 2000 (No.29 of 2000) dated 25 <sup>th</sup> August, 2000.
19.	Uttar Pradesh (East) Service Area	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).
20.	Delhi Service Area	Local Areas served by Delhi, Ghaziabad, Faridabad, Noida, and Gurgaon Telephone Exchanges
21.	Kolkata Service Area	Local Areas served by Calcutta Telephones.
22.	Mumbai Service Area	Local Areas served by Mumbai, New Mumbai and Kalyan Telephone Exchanges

**NOTE:**

1. Yenum, an area of Union Territory of Pondicherry is served under Andhra Pradesh Telecom Circle in East Godavari LDCA.
  2. The definition of Local areas of exchanges will be as applicable to the existing cellular operators, i.e. at the time of grant of cellular Licenses in Metro cities.
  3. The definition of local areas with regard to the above service area as applicable to this License is as per definition applicable to Cellular Mobile Service Licenses as in the year 1994 & 1995, when those Licenses were granted to them. This is in accordance with respective Gazette Notification for such local areas wherever issued and as per the statutory definition under Rule 2 (w) Indian Telegraph Rules, 1951, as it stood during the year 1994/1995 where no specific Gazette Notification has been issued.
- \* Erstwhile Chennai Service Area & Tamilnadu (excluding Chennai) Service Area as defined in UAS License, have been merged to make a single Service area namely Tamilnadu Service Area. For Unified License, there will be Tamilnadu Service Area as defined at SI No. 17 in the above List of Service Areas.