

**Last Date of Submission of Bid
By 03.00 PM on April 27, 2015**

TELECOM REGULATORY AUTHORITY OF INDIA

**Mahanagar Doorsanchar Bhawan,
Jawaharlal Nehru Marg (Old Minto Road),
New Delhi – 110 002**

TENDER DOCUMENT (SURVEY)

- Assessment of**
- (i) Implementation and effectiveness of various regulations, directions and orders issued by TRAI in the interest of consumers and**
 - (ii) Customer Perception of Service through Survey**

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TENDER DOCUMENT (SURVEY)

Invitation of bids for assessment of:-

- (ii) **Implementation and effectiveness of various regulations, directions and orders issued by TRAI in the interest of consumers and**
- (i) **Customer perception of service through survey**

Notice Inviting Tender

1. Telecom Regulatory Authority of India (herein referred to as TRAI), Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg (Old Minto Road), New Delhi – 110 002 invites sealed tender from companies, firms, market research organisations and Non-Government Organisations registered under the Societies Registration Act, 1860 or Companies Act, 1956 or any other law for the time being in force (hereinafter referred to as survey agency), which satisfy the following eligibility conditions for conducting a customer satisfaction survey for the assessment of (i) implementation and effectiveness of various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) to assess the customer perception of the service, in terms of the benchmarks specified in the “Standards of Quality of Service of Basic Telephone Service (wire line) and Cellular Mobile Telephone Services Regulations, 2009 (7 of 2009) dated the 20th March, 2009” and the “Quality of Service of Broadband Service Regulations, 2006 (11 of 2006) dated the 6th October, 2006” and the “Standards of Quality of Service of Wireless Data service Regulations, 2012(26 of 2012) dated the 4th December, 2012” on zonal basis as specified in Para 2 hereunder (East zone, West Zone, and North Zone) namely:-

- (i) the survey agency should have a turnover of not less than rupees one crore during the financial year 2014-15 and should have a minimum cumulative turnover of rupees three crores in the last three consecutive financial years ;
- (ii) the survey agency should have experience of at least three years in conducting similar surveys and should have sufficient staff and infrastructure to carry out the survey as per the Terms of Reference;
- (iii) the Non-Government Organizations are exempted from minimum turnover criteria at (i) above. However these organizations are required to submit the Earnest Money Deposit as per the tender conditions.

2. (i) The Zones shall comprise of the following Telecom Circles/Metro Service Areas:

North Zone: Delhi, Jammu & Kashmir, Himachal Pradesh, Punjab, Haryana, Rajasthan, Uttar Pradesh-East and Uttar Pradesh-West (including Uttarakhand). For the cellular mobile telephone service the service area of Delhi includes Ghaziabad, Faridabad, Noida and Gurgaon.

West Zone: Mumbai, Maharashtra (including Goa and excluding Mumbai), Gujarat and Madhya Pradesh (including Chhattisgarh).

East Zone: Kolkata, West Bengal (including Andaman & Nicobar, Sikkim and excluding Kolkata), Bihar (including Jharkhand), Orissa, Assam and North East which includes Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.

(ii) Details of the areas covered under each Telecom Circle/ Metro Service Area are given in the tender document:

3. A copy of the Tender Document is available on the website of TRAI i.e. www.trai.gov.in and may be downloaded for submission. The survey agencies shall submit technical as well as financial bids in separate sealed covers. The bidder shall submit both technical and financial bids as one set marked as 'Original Bid' along with four copies of the same marked as 'Copy No.1, Copy No.2, Copy No.3, Copy No.4'. In the event of any discrepancy between the copies, the Original bid shall be taken as authentic, ignoring the discrepancy in other copies. Each page of the tender document is to be signed in token of the companies/firms/NGOs having read and accepted the terms and conditions given in the tender document. The name, address, Fax number, telephone/mobile number and e-mail of the bidder should clearly appear on the envelope. The tender number and date of tender opening should also appear on the envelope.

4. A survey agency has to submit bids in sealed covers. The bid in separate sealed covers must be accompanied by earnest money of Rs.3,00,000/- (Rupees three lakh only) for each Zone, as per the details given in clause 3 of the section-I of the tender document.

5. The bid, complete in all respects, should be submitted, not later than 3.00 PM on the April 27, 2015, to Dy. Advisor (QoS), Telecom Regulatory Authority of India, 7th Floor, Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg (Old Minto Road), New Delhi-110 002. The technical proposals will be opened at 3.30 PM on the April 27, 2015. The bidders, if they so desire, may be present at the time of opening of the bids. A pre-tender conference will be held with the prospective bidders on the April 20, at 3.00 PM in the Conference Hall of TRAI on 3rd Floor, Mahanagar Doorsanchar Bhawan, Jawaharlal Nehru Marg (Old Minto Road), New Delhi-110 002.

6. Unsealed bids or bids without the earnest money deposit shall be summarily rejected.

7. Late Bids: The bids received, either by post or in person, after the due date and time of submission of bids shall be returned unopened.

8. The survey agencies may be required to give a presentation on the technical aspects and their ability to perform the work for which date shall be advised separately.

(V.K.Saxena)
Deputy Advisor (QoS)

SECTION-I

TENDER CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Background

1.1 Telecom Regulatory Authority of India has, vide its Telecom Consumers Complaint Redressal Regulations, 2012 (1 of 2012) dated 5th January 2012, published in the Gazette of India Extraordinary Part-III, Section 4 dated 5th January 2012, mandated setting up of the institutional mechanism by the service providers for redressal of grievances of telecom consumers. These regulations are applicable to (i) all Access Service Providers (including BSNL and MTNL) providing basic, cellular mobile telephone and broadband services; and (ii) all Internet Service Providers (ISPs) providing broadband services, whose turnover in any preceding financial year exceed rupees five crores or whose total number of Broadband subscribers in any preceding financial year exceed ten thousand numbers, as the case may be. In order to curb the menace of unsolicited commercial communications, TRAI had notified the Telecom Commercial Communications Customer Preference Regulation, 2010 (6 of 2010) dated 1st December 2010, published in the Gazette of India Extraordinary Part-III, Section 4 dated 1st December, 2010. These regulations are applicable to all Access Service Providers (including BSNL and MTNL). Further, in order to improve transparency in the marketing of prepaid vouchers and provision of information to consumers after activation of vouchers and about their usage, TRAI had notified the Telecom Consumer Protection Regulations, 2012 (2 of 2012) dated 6th January 2012, published in the Gazette of India Extraordinary Part-III, Section 4 dated 5th January 2012. These regulations are applicable to all service providers (including BSNL and MTNL) providing Unified Access Services and Cellular Mobile Telephone Service. Copies of the above regulations are available on the website of TRAI i.e. www.traigov.in.

1.2 Telecom Regulatory Authority of India, vide the Standards of Quality of Service of Basic Telephone Service (Wire line) and Cellular Mobile Telephone Service Regulations, 2009 (7 of 2009) dated the 20th March, 2009, published in the Gazette of India Extraordinary, Part-III, Section 4 dated 23rd March, 2009 and the standards of Quality of Service of Wireless Data services Regulations, 2012 (26 OF 2012) dated 4th December 2012 has laid down the 'Quality of Service' parameters applicable to the basic telephone service (Wire line) and cellular mobile telephone service including 3G & wireless data services. Copies of the said regulations are available on the website of TRAI i.e. www.traigov.in. These regulations are applicable to all the Basic Service Operators/ Unified Access Service Providers and Cellular Mobile Telephone Service providers, including BSNL and MTNL.

1.3 Telecom Regulatory Authority of India has, vide its Quality of

Service of Broadband Service Regulations, 2006 (11 of 2006) dated the 6th October 2006 published in the Gazette of India Extraordinary, Part-III, Section 4 dated 10th October, 2006, laid down the 'Quality of Service' parameters applicable to the broadband services. A copy of the said regulations is available on the website of TRAI i.e. www.trai.gov.in. These regulations are applicable to all the Internet Service Providers, Basic Service providers, Unified Access Service Providers and Cellular Mobile Telecom Service Providers, including BSNL and MTNL, providing broadband services.

1.4 Regulation 7 of the Standards of Quality of Service of Basic Telephone Service (Wire line) and Cellular Mobile Telephone Service Regulations, 2009 (7 of 2009) dated 20th March, 2009 and Sl. No. (ix) under regulation 3 of the Quality of Service of Broadband Service Regulations, 2006 (11 of 2006) dated the 6th October 2006, have laid down the benchmarks for the parameter on customer perception of service to be achieved by service providers. The customer perception of service is to be assessed through customer satisfaction survey.

1.5 Directions/orders issued from time to time under the above regulation.

2. Clarification of Tender Document and Pre-Tender Conference

2.1 A prospective bidder, requiring any clarification on the tender document shall submit in writing the request for any clarification not later than 4.00 PM of April 16, 2015 to Dy. Advisor (QoS), Telecom Regulatory Authority of India, 7th Floor, Mahanagar Door Sanchar Bhawan, Jawaharlal Nehru Marg (Old Minto Road), New Delhi-110 002(FAX No.011-23213036).

2.2 Any clarification issued by TRAI in response to query raised by prospective bidders shall form an integral part of tender document and the relevant clauses of the tender document shall be constructed accordingly.

2.3 TRAI reserves the right to amend the terms and conditions of the tender document up to three days prior to the last date of submission of bid and the bidders who have submitted the bids prior to the amendment, if any, in the tender documents may amend their bids till the date of submission of bid.

2.4 The bidders are required to keep a watch on the Website of TRAI 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. TRAI reserves the right to reject any bid if the bid is submitted without taking into account these amendments/clarifications.

Further, the prospective bidders shall be fully responsible for downloading of the amendments, if any, made in the tender document and clarifications, if any, issued by TRAI and TRAI accepts no responsibility whatsoever in this regard.

2.5 The request for clarification received as per Para 2.1 above shall be, to the extent possible, clarified in the pre-tender conference. The pre-tender conference will be held with the prospective survey agencies, for technical discussion/clarifications on technical and other matters regarding terms and conditions of the tender document. This conference will be held on April 20, 2015 at 3.00 PM in the Conference Room of TRAI located at the 3rd Floor, Mahanagar Doorsanchar Bhawan, New Delhi – 110 002. As a result of the discussion in the pre-tender conference, if any modifications to the tender document are considered necessary, suitable corrigenda/addenda to the tender document will be issued. The prospective survey agencies should, on their own, attend the said conference without waiting for any further communication.

3. Earnest Money Deposit (EMD)

3.1 The prospective survey agency shall submit along with their bid a bank draft for a sum of **Rs.3,00,000 (Rupees Three lakhs only)** drawn on any scheduled bank in favour of “TRAI” payable at Delhi as earnest money for each Zone. Any bid not accompanied by earnest money shall be summarily rejected. **The EMD shall be submitted with the Technical Bid.** The earnest money shall be refunded to the unsuccessful bidders after finalization of the tender. The EMD will be returned to the successful bidder after signing of the agreement and furnishing of Security/Bank Guarantee.

3.2 The EMD may be forfeited:

- (a) If the bidder withdraws his bid during the period of validity of bids.
- (b) In the case of successful bidder, if the bidder fails:-
 - (i) to sign the Agreement; or
 - (ii) to furnish Performance Bank Guarantee in accordance with Clause 9 of this Section.

4. Eligibility

4.1 The bidders may be companies, firms, market research organisations and Non-Government Organisations registered under the Societies Registration Act, 1860 or Companies Act, 1956 or any other law for the time being in force (hereinafter referred to as survey agency).

4.2 The survey agency shall have a turnover of not less than rupees one crore during the financial year 2014-15 and should have a minimum

cumulative turnover of rupees three crores in the last three consecutive financial years.

4.3 The survey agency should have experience of at least three years in conducting similar surveys and it should have sufficient staff and infrastructure to carry out the survey as per the Terms of Reference.

4.4 A survey agency which has failed to complete any work assigned by TRAI in the past or has been disqualified by TRAI shall not be eligible to participate in the tender process.

4.5 The Non-Government Organisations registered under the Societies Registration Act, 1860 or Companies Act, 1956 or any other law for the time being in force are exempted from minimum turnover condition mentioned at Para 4.2 above. However these agencies have to submit the Earnest Money Deposit (EMD) as per clause 3.

4.6 The survey agency shall submit documentary evidence regarding fulfillment of the above eligibility conditions including copies of income tax return for last three years / IT Certificate and a copy of PAN.

5. Terms of Reference

The Terms of Reference for the customer satisfaction survey for assessing the customer perception of service provided by service providers are given in Section-II.

6. Schedule for financial bids

Schedule for financial bids is available at **Section-III**. The quotation shall include all levies, duties and taxes including service tax.

7. Technical proposal

Standard formats for technical proposal are given in **Section-IV**. All the necessary details are required to be filled by the bidders and submitted before the last date and time of submission.

8. Last date (due date) for submission of bids

The bid should be submitted not later than **3.00 PM on April 27, 2015**. Any bid received after the said date shall be rejected and returned unopened to the bidder.

9. Performance Bank Guarantee bond

9.1 The selected survey agency 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 acceptance by the survey agency for an amount equivalent to 10% (ten per cent) of the value of the contract before signing of the agreement. In case the furnishing of an acceptable Performance Bank Guarantee bond is delayed by the survey agency beyond the afore-mentioned period, TRAI may cancel the letter of acceptance and forfeit the Earnest Money Deposit. The bank guarantee shall be valid for a period of two years. No interest or compensation whatsoever shall be payable by TRAI on encashment of Bank Guarantee. On satisfactory completion of the contract in all respects, as per the terms and conditions specified in the tender documents and contract agreement the performance Bank Guarantee bond shall be returned to the survey agency. No interest in any form shall be payable by TRAI to the survey agency before or after expiry of the Performance Bank Guarantee.

9.2 In case the agreement is extended by one year to cover survey for one more year, the survey agency shall submit, within 15 (fifteen) days of receipt of intimation about such extension by TRAI, a fresh Performance Bank Guarantee, having validity period of two years, for amount equivalent to 10% (ten per cent) of the value of the contract for the extended period or extend the Performance Bank Guarantee suitably.

9.3 Without prejudice to its rights to terminate the agreement 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 survey agency fails to carry out the assigned task as per the terms and conditions specified in the tender document and the agreement; or
- (ii) the report is not as per the format approved by TRAI; or
- (iii) the report contains information, which is found to be factually incorrect or materially wrong by TRAI.

10. 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.

11. Evaluation of the bid

11.1 The bids shall be evaluated based on both techno-commercial and financial considerations. The survey agency is required to enclose the following information/ documents along with the technical bid, namely:-

- (i) a brief note indicating the ability of the survey agency to perform the task, particularly their manpower and infrastructure capability;

- (ii) past experience of the survey agency in undertaking works of similar nature as given in the Terms of Reference in Section-II;
- (iii) profile of key personnel to be engaged for the work envisaged to be assigned under this tender documents; and
- (iv) financial capability.

11.2 The technical bids will be technically evaluated giving due consideration to the survey agency's conformity with the tender conditions, its capability to perform the assignment, past experience in carrying out works of similar nature, profile of personnel to be engaged for this assignment and financial capability. The survey agencies may be called to make presentation to the tender evaluation committee constituted for this purpose. They shall furnish the clarifications/ detailed explanations, if sought, on the technical proposals by TRAI or by the tender evaluation committee.

11.3 The financial bids, of only those bidders who qualify in the evaluation of the technical bids, will be opened and evaluated giving due consideration to the total quoted price on Zonal basis i.e. as a package covering all three services viz Basic Telephone Service (Wire Line), Cellular Mobile Telephone Service and Broadband Service in the service areas/circles in respective Zone. Total quoted price for a zone only will be taken for ranking of bids from lowest quoted to highest quoted. 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”.

11.4 If lowest quoted rates (L1) of two or more bidders for a Zone are same, in such cases fresh round of financial bidding from such bidders shall be called. The lowest valid offer shall be declared successful.

11.5 TRAI reserves the right to award the survey work for any service area/ circle in the tendered Zone to any other outside agency or organization at its discretion and the successful bidder for the Zone shall have no objection to the awarding of such survey work in respect of such service area/ circle to such outside agency or organization on the ground that such outside agency or organization has not participated in the tender process and to the corresponding reduction in the total bid amount quoted by the successful bidder for the entire Zone.

12. Validity of Contract

The contract, for undertaking survey for the assessment of (i) implementation and effectiveness of various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) the customer perception of the service, in terms of the “Standards of Quality of Service of Basic and Cellular Mobile Telephone Services Regulations, 2009 (7 of 2009) dated the 20th March, 2009”, the “standards of quality of service of Wireless Data service Regulations, 2012 (26 of 2012) dated the 4th December, 2012”, the “Quality of Service of Broadband Service Regulations, 2006 (11 of 2006) dated the 6th October, 2006” and other quality of service regulations, directions & orders released from time to time in all the Zones, shall be valid for a period of 18 (eighteen) months from the date of signing of the agreement covering survey for one year in two half yearly periods as may be specified in the agreement. The half yearly periods for the purpose of survey shall be a period of six months ending 31st March and 30th September and two such consecutive half yearly periods shall be one year. The contract period may be extended, at the sole discretion of TRAI, for a half year or one more year covering two biannual surveys at the same rate and terms & conditions provided in the agreement to cover survey in that year.

13. Force Majeure

13.1 If at any time, during the continuance of the agreement, the performance in whole or in part, by the survey agency, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of an event of force majeure like war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), provided notice of happenings of any such event is given by the survey agency to TRAI within seven calendar days from the date of occurrence thereof, the survey agency may be excused from performance of its obligation, provided further that the obligations under the agreement shall be resumed by the survey agency, as soon as practicable, after such event comes to an end or ceases to exist. The decision of TRAI as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.

13.2 However, the Force Majeure events mentioned above will not in any way result in extension of the period of the agreement.

14. Termination:

14.1 TRAI reserves the right to terminate the agreement (i) if the survey agency fails to carry out the work as per the terms and conditions in the tender documents/agreement or (ii) if the reports are delayed or (iii) if the reports are found by TRAI to be materially incorrect. The decision of TRAI as regards such material incorrectness of the report shall be final and binding on the survey agency.

14.2 Delivery of the performance of the survey work shall be made by the survey agency in accordance with the time schedule specified by the TRAI. In case the survey is not completed within the stipulated delivery period, as indicated in the agreement, TRAI reserves the right to foreclose or cancel this agreement or reject the report of that service area of which report is delayed without any payment for that quarter for that service area and impose the penalty as per clause 17.4. The cancellation/foreclosing of the agreement shall be at the risk and responsibility of the survey agency and TRAI reserves the right to get the survey completed for remaining part at the risk and cost of the defaulting survey agency.

15. Indemnity

In no event shall TRAI be liable to the survey agency for special, direct, indirect or any other damages in connection with or arising out of the performance or the services provided by the survey agency under this agreement. The survey 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 survey agency, its agents or servants.

16. Coordination

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

16.2 All correspondence relating to the tender shall be addressed to Deputy Advisor (QoS), Telecom Regulatory Authority of India, 7th Floor, Mahanagar Doorsanchar Bhawan, New Delhi-110 002.

17. Payment terms:

17.1 Payment shall be made after completion of survey and submission of the reports as per the following schedule and after TRAI is satisfied that the report submitted by the survey agency complies with the formats, norms and quality specified in the agreement:-

Sl. No.	Schedule	% payment in terms of total payment for one year
1.	Submission of final design, questionnaire for the survey and reporting formats by the agency, incorporating modifications/corrections suggested by TRAI and its acceptance by TRAI	Ten percent (10%) of the total contract price.
2.	Submission of reports for survey conducted during the first half yearly period for the specified service areas in respective zone covering (i) assessment of implementation and effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) assessment of customer perception of service for basic service (wire line) and cellular mobile telephone service including 3G & wireless data services; and Broadband service and acceptance of the report by TRAI	Ninety percent (90%) of the contract price for each of the service areas covered in that half year
3.	Submission of reports for survey conducted during the second half yearly period for the specified service areas in respective zone covering (i) assessment of implementation and effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) assessment of customer perception of service for basic service (wire line) and cellular mobile telephone service including 3G & wireless data services; and Broadband service and acceptance of the report by TRAI	Ninety percent (90%) of the contract price for each of the service areas covered in that half year

17.2 In case the validity of the agreement is extended for one half year or one more year, in accordance with clause 12 hereinbefore, the payment for the extended period will be made as follows:

Sl. No.	Schedule	% payment in terms of total payment for one year (extended)
1.	Submission of reports for survey conducted during the first half yearly period for the specified service areas in respective zone covering (i) assessment of implementation and effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) assessment of customer perception of service for basic service (wire line) and cellular mobile telephone service	Hundred percent (100%) of the contract price for each of the service areas covered in that half year

	including 3G & wireless data services; and Broadband service and acceptance of the report by TRAI	
2.	Submission of reports for survey conducted during the second half yearly period for the specified service areas in respective zone covering (i) assessment of implementation and effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) assessment of customer perception of service for basic service (wire line) and cellular mobile telephone service including 3G & wireless data services; and Broadband service and acceptance of the report by TRAI	Hundred percent (100%)of the contract price for each of the service areas covered in that half year

17.3 The survey work shall be completed and all the reports shall be submitted within the respective time limits as specified in the agreement. Approximately, half the number of service areas/circle in the contracted Zone shall be covered during each half year and each service area/circle shall be covered only once in a year. **All the services areas/circles in the contracted Zone shall be covered within a period of one year i.e. a service area/circle will be surveyed only once in a year.** No extension of the time for completion of the survey work and for submission of the report thereof shall be given, except for situations arising out of force majeure events specified under clause 13 of the Tender Document.

17.4 In case the half yearly survey or the report thereof is delayed, except for situations arising out of force majeure events specified under clause 13 of the Tender Document, a penalty shall be levied by TRAI at the rate of –

- (a) 5% (five per cent) of the value of *half yearly* contracted work for survey, for the first week of delay;
- (b) 5% (five per cent) of the value of *half yearly* contracted work for survey, for the second week of delay;
- (c) 40% (forty per cent) of the value of *half yearly* contracted work for survey, for delay beyond two weeks and up to four weeks;

and shall be deducted from the amount payable to the Agency by TRAI. In case the half yearly survey or the report thereof is delayed beyond four weeks, the report may 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.

17.5 In case the survey report is found by TRAI to be materially or factually incorrect or is not as per the format of report approved by TRAI, the report is liable to be rejected and no payment shall be made for such contracted work if rejected by TRAI and TRAI may also forfeit and encash the Performance Bank Guarantee. The decision of TRAI as regards such material or factual incorrectness of the report shall be final and binding on the survey agency.

17.6 Without prejudice to the provisions contained in Clause 17.5, in any specific case where the report submitted by the survey agency, for any half yearly period, is found by TRAI to be incomplete in respect of any of the parameters specified in the format of the report approved by TRAI or the extent of work as carried out by the survey agency falls short of the prescribed quantum and the parameters or the quantum of work so left incomplete does not exceed ten per cent of the total parameters or quantum of work, as the case may be, laid down for all Service Areas in the contracted Zone which are covered in the half yearly period and the non-completion of such parameters/quantum of work does not impact the report in general and it is possible to make comparison of performance of all the service providers in the respective Service Area for various parameters of quality of service covered under the assignment, or where such comparison of performance of all the service providers is impacted by such incompleteness of the work/report in only one service area, TRAI may, at its discretion, accept such a report:

Provided that the payment for such incomplete report shall be reduced by-

- (a) ten percent of the total payment for the Service Areas which are covered in that half yearly period to which such report pertains, if the report does not impact the comparison of performance of the service providers in all service areas covered in the half-yearly period,
- (b) a sum equivalent to the proportionate value of the half-yearly payment attributable to the particular Service Area, if the deficiency or incompleteness of any parameters or quantum of work in such report impacts the report itself and it is not possible to make a comparison of the performance of all the service providers in that Service Area.

Provided further that in case such deficiency as referred to in clause (b) of the first proviso is noticed in the report for more than one Service Area or the incomplete portion of the survey work is more than ten percent in the service areas covered in the half yearly period in a Zone, such report shall not be accepted by TRAI and no payment whatsoever will be made for the entire half yearly report and such non-payment for the half yearly report shall be without prejudice to the rights of TRAI to foreclose or cancel the agreement and that such foreclosure or cancellation of the contract shall be at the risk and responsibility of the survey agency and that TRAI shall be free to get the survey completed for the remaining part

of the contract at the risk and cost of the survey agency. The Performance Bank Guarantee of the survey agency shall also be forfeited in such cases.

Provided also that the decision of TRAI as regards the acceptability of such half-yearly reports and the quantum of payment for such half-yearly report shall be final and binding on the survey agency.

18. Confidentiality

All information gathered during the customer satisfaction survey, survey questionnaire and reports submitted to TRAI will be the sole property of TRAI. Survey Agency shall not transfer / pass on the information of one service provider to another service provider or to any third party under any circumstances.

19. Laws governing contract

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

20. Jurisdiction of courts

The courts located at New Delhi/Delhi shall alone have the jurisdiction to decide any dispute arising out of or in respect of the agreement entered into pursuant to this tender.

21. Arbitration

In the event of any dispute arising between TRAI and the survey agency, the matter shall be referred to the Secretary, TRAI who may himself act as sole arbitrator or may name as sole arbitrator, an officer of TRAI, notwithstanding the fact that such officer has been directly or indirectly associated with the tender process or the agreement signed between the parties. The Survey Agency shall not be entitled to raise any objection to the appointment of such officer of TRAI as the sole arbitrator. 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 arbitration proceedings shall be held at New Delhi. The language of arbitration shall be English.

22. Language of the bid:

The bid shall be submitted in the English language.

23. Currency of the financial bid:

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

24. Bid validity period:

The bid shall remain valid for 120 (one hundred twenty) days from the date of submission of the bid.

SECTION-II

TERMS OF REFERENCE FOR CUSTOMER SATISFACTION SURVEY

1. Objective:

1.1 Telecom Regulatory Authority of India has issued a number of regulations, directions and orders in the interest of consumers. TRAI intends to assess through surveys the implementation and effectiveness of these regulations, directions and orders issued by TRAI in the interest of consumers, especially the Telecom Consumers Complaint Redressal Regulations, 2012 (1 of 2012) dated 5th January 2012, the Telecom Consumer Protection Regulations 2012 dated 6th January 2012 and the Telecom Commercial Communications Customer Preference Regulation, 2010 dated 1st December 2010. The Telecom Consumers Complaint Redressal Regulations, 2012 dated 5th January 2012 have mandated all Access Service Providers (including BSNL and MTNL) providing basic, cellular mobile telephone and broadband services; and (ii) all Internet Service Providers (ISPs) providing broadband services, whose turnover in any preceding financial year exceed rupees five crores or whose total number of Broadband subscribers in any preceding financial year exceed ten thousand numbers, as the case may be to set up a two stage redressal mechanism viz. Complaint Centre and appellate authority in every service area. The Telecom Consumer Protection Regulations 2012 dated 6th January 2012 has mandated transparency in the marketing of prepaid vouchers and provision of information to consumers after activation of vouchers and about their usage. These regulations are applicable to all Service Providers (including BSNL and MTNL) providing Unified Access Services and Cellular Mobile Telephone Service. The Telecom Commercial Communications Customer Preference Regulation, 2010 dated 1st December 2010 contains measures for curbing unsolicited commercial communications. These regulations are applicable to all Service Providers (including BSNL and MTNL).

1.2 The regulations - The Standards of Quality of Service of Basic Telephone Service (Wire line) and Cellular Mobile Telephone Service Regulations, 2009 (7 of 2009) dated the 20th March, 2009 and Quality of Service of Broadband Service Regulations, 2006 (11 of 2006) dated the 6th Oct. 2006 provide for benchmarks for the parameters on customer perception of service to be achieved by service providers. The objective of the Terms of Reference is to engage an independent agency for the assessment of (i) the implementation and effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) the customer perception of the telecom service in terms of the benchmark for the various parameters to be achieved by the service providers, through surveys. The parameters and benchmarks relating to customer perception of service for basic telephone service (wire line), cellular mobile telephone services including 3G & wireless data services and broadband service provided in the above regulations are

given below:-

(a) **Basic Telephone Service (wireline) and Cellular Mobile Telephone Service.**

S.No	Name of Parameter	Benchmark
(a)	customers satisfied with the provision of service	≥ 90 %
(b)	customers satisfied with the billing performance	≥ 95 %
(c)	customers satisfied with network performance, reliability and availability	≥ 95 %
(d)	customers satisfied with maintainability	≥ 95 %
(e)	customers satisfied with supplementary and value added services	≥ 90 %
(f)	customers satisfied with help services including customer grievance redressal	≥ 90 %
(g)	customers satisfied with overall service quality	≥ 90 %

Broadband Service:

S.No.	Customer perception of service	Benchmark
(i)	% satisfied with the provision of service	>90 %
(ii)	% satisfied with the billing performance	>90 %
(iii)	% satisfied with help services	>90 %
(iv)	% satisfied with network performance, reliability and availability	>85 %
(v)	% satisfied with maintainability	>85 %
(vi)	% satisfied Overall customer satisfaction	>85 %
(vii)	% satisfied with Customer satisfaction with offered supplementary services such as allocation of static / fixed IP addresses, email Ids etc.	>85 %

1.3 The Telecom Regulatory Authority of India may modify the above parameters and benchmarks and may also add new parameters or regulations during currency of the agreement. Contracted survey agency shall be required to conduct the survey work on the same terms and conditions as per new revised parameters / benchmarks without any additional payment/remunerations.

2. Scope of work:

2.1 The survey agency shall undertake assessment of (i) implementation and effectiveness of the regulations issued by TRAI namely Telecom Consumers Complaint Redressal Regulations, 2012 (1 of 2012) dated 5th January 2012, the Telecom Consumer Protection Regulations 2012 dated 6th January 2012 and the Telecom Commercial Communications Customer Preference Regulation, 2010 dated 1st December 2010, and (ii) customer perception of service provided by basic telephone service (wire line), cellular mobile telephone service including 3G & wireless data services and broadband service providers through surveys in each of the telecom circles/ service areas under the respective Zone, once in a year. The scope of the survey also include assessment of implementation/ effectiveness of various orders/ directions/regulations issued by TRAI from time to time to protect the interest of consumers, particularly issues relating to tariff, billing including information to be included in the telephone bills, termination of service, redressal of grievances and provision of value added services and premium rate services. The Zones comprise of the following Telecom Circle/ Service Areas:

North Zone: Delhi, Jammu & Kashmir, Himachal Pradesh, Punjab, Haryana, Rajasthan, Uttar Pradesh-East and Uttar Pradesh-West (including Uttarakhand). For the cellular mobile telephone service the service area of Delhi includes Ghaziabad, Faridabad, Noida and Gurgaon.

West Zone: Mumbai, Maharashtra (including Goa and excluding Mumbai), Gujarat and Madhya Pradesh (including Chhattisgarh).

East Zone: Kolkata, West Bengal (including Andaman & Nicobar, Sikkim and excluding Kolkata), Bihar (including Jharkhand), Orissa, Assam and North East which includes Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.

2.2 The details of the areas covered under each Telecom Circle/ Metro Service Area, details of service providers (licensees) operating in each Telecom Circle/ Metro Service Area and details of subscriber base in respect of Basic Service (wire line) operators (BSOs) and Cellular Mobile Telephone Service Providers (CMSPs) and Broadband Service Providers are given in **Annexure-2A and 2B**, respectively.

2.3 The survey shall be conducted for cellular mobile telephone service, including 3G & wireless data services, basic telephone service (wire line) and Broadband service provided by BSNL, private basic service providers, unified access service providers, cellular mobile service providers and Internet Service Providers (ISPs) in various service areas in the contracted Zones. In the case of ISPs, only those ISPs providing broadband service whose turnover, in any preceding financial year exceeds rupees five crores or whose total number of Broadband subscribers, in any preceding financial year, exceeds ten thousand numbers, as the case may be, shall be covered. The updated data in respect of licensees (service providers) who have commissioned service and their subscriber base shall be intimated by TRAI from time to time and the survey agency shall carry out the survey accordingly thereafter.

2.4 The survey shall be conducted in such a manner that approximately half the number of service areas/circle in the contracted Zone are covered during each half year and each service area/circle gets covered only once in a particular year. The service areas/circles to be covered in each half year shall be decided by TRAI, in consultation with the survey agency. The survey for each service area in the contracted Zone shall be conducted once in a year. The survey for all the service providers - BSOs, CMSPs and ISPs (as applicable)-for basic telephone service (wire line), cellular mobile telephone service including 3G & wireless data services and Broadband service, as the case may be, in a Telecom Circle/ Service Area shall be completed within three consecutive months in the same half yearly period.

Sample size:

2.5 The sample for basic telephone service (wire line) subscribers shall be evenly spread over in 5% (five per cent) of the exchanges of each BSOs in the circle. The above stated 5% (five per cent) exchanges shall be evenly spread over 10% (ten per cent) of SDCAs with each BSO. The 5% (five per cent) exchanges should be covered both in urban and rural category. Wherever possible, at least 30% of these exchanges shall be rural exchanges.

2.6 The sample for cellular mobile telephone service subscribers shall be evenly spread over in 20% (twenty per cent) of district headquarters of a service area where the services are commissioned. The sample shall also cover surrounding areas of the district headquarters, including rural areas and at least the sample size should have 30% customers from rural areas. The sample size shall cover both post-paid and pre-paid customers based on the market share for such segments of consumers for the service area as a whole.

2.7 The sample for broadband service subscribers shall be evenly spread over in the areas served by 10% (ten per cent) of the Points of

Presence (POPs) of each service provider in each service area. Wherever possible, the sample size should have 30% customers from rural areas.

2.8 The exchanges to be covered for basic telephone service (wire line), district headquarters to be covered for cellular mobile telephone service and Points of Presence (POPs) for broadband service shall be decided by the survey agency, in consultation with TRAI. The schedule for conducting the survey shall be finalized by survey agency, in consultation with TRAI, before the start of the survey in each half year.

2.9 The details of sample size for each service provider service area-wise in respect of Basic Telephone Service (wire line), Cellular Mobile Telephone Service and Broadband Service are given in **Annexure-2A and 2B**, respectively. The sample size of the number of subscribers for BSNL, MTNL, Unified Access Service Providers, Cellular Mobile Service Providers (CMSPs) and Broadband Service Providers as specified in Annexure-2A and 2B shall be fully covered in a survey of the service area/circle. Sample size has been determined for confidence level of 95% (ninety five per cent) and with a confidence interval of 3% (three per cent) for Metro & Category A Circles, 4% (four per cent) for Category B Circles, 5% (five per cent) for Category C Circles in each of the service area and for each of the service provider (licensee). Wherever, the subscriber base is low, the sample size shall be determined in consultation with TRAI.

2.10 The sample design for customer survey will include different income groups, varied professions and different strata of society to achieve the objective of wider coverage. Survey agency shall also take in a sample design the appropriate segment of customers such as customers who have subscribed services in recent past (in last 6 months), customers who have made complaints, prepaid and post paid category etc.

Mode of conducting survey:

2.11 The mode of conducting survey should be normally on personal interview basis. The identity of respondents will also be required to be indicated while filling up the questionnaire. The questionnaire shall be filled in using ink or ball point pen. For rural subscriber, observations shall be entirely based on personal interview. For urban subscribers, at least 50% of the observations shall be based on personal interview basis and 50% should be surveyed through telephones. However, for Broadband service at least 50% of the observations shall be based on personal interview basis and up to 50% through e-mail or by developing web based applications. Charges towards development of e-mail or web based application and telephone calls made for the purpose of customer survey will be borne by the survey agency.

2.12 The signature, residential address and telephone number of the subscribers who will be surveyed on personal interview basis shall be taken on the survey questionnaire. The survey agency shall also produce

these questionnaires or records to TRAI, as and when called for by TRAI. The survey agency shall preserve all the questionnaires containing the observations made by the surveyed subscribers for a period of six months after the expiry of the contract and shall produce the same to TRAI as and when required to do so.

Survey Questionnaire and reporting formats:

2.13 The survey agency shall design the sample design and questionnaire for the survey and reporting formats including web-based survey application system.

2.14 The survey agency is required to develop questionnaire for survey for the assessment of (i) the implementation and effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers, especially the Telecom Consumers Complaint Redressal Regulations, 2012 (1 of 2012) dated 5th January 2012, the Telecom Consumer Protection Regulations 2012 dated 6th January 2012 and the Telecom Commercial Communications Customer Preference Regulation, 2010 dated 1st December 2010; and (ii) customer perception of service provided by basic telephone service (wire line), cellular mobile telephone service including 3G & wireless data services and broadband service providers in terms of the benchmarks for the parameters relating to customer perception of service in quality of service regulations mentioned at clause 1.2 of Section II (Terms of Reference of Customer Satisfaction Survey).

2.15 Before the start of the survey, TRAI will provide to the survey agency additional items relating to tariff, billing including information included in the telephone bills, termination of service, redressal of grievances, provision of value added and premium rate services etc. on which the survey agency has to undertake survey to assess the implementation/ effectiveness of TRAI's Orders/Directions/Regulations on the above items. The survey agency shall frame Questionnaire, relating to these items and submit to TRAI for approval.

2.16 The survey agency is required to develop data formats including executive summary, critical findings, comparative analysis of different parameters in different service areas and service providers and detailed data analysis thereof for reporting the results of such survey. The agency may utilize software for reporting, preferably MS Word & MS Excel in Window environment. Their questionnaire should at least cover the following broad details and should be designed in a manner which can reveal the truthfulness of the data in the questionnaire:-

- Introduction and Screening
- Main Phone Service Used
- Type of Wireless or wire line or broadband Phone Service
- Service Decisions

- Wireless Phone Service Usage
- Overall Satisfaction with Wireless Phone Service
- Satisfaction with Specific Aspects of Wireless Phone Service
- Call Quality Additional Questions
- Billing Additional Questions
- Customer Service Additional Questions
- Disclosure of Service Additional Question
- Contract or Agreement Terms Additional Question
- Coverage
- Expectation of Coverage
- Availability of Information
- Advertising/Marketing
- Desire to Switch Providers
- Complaints - Knowledge of Where to Complain
- Complaints Submitted
- Types of vouchers available
- Availability of end of call / SMS call information
- Availability of short codes to provide information about the account of the customer
- 2-stage complaint redressal mechanism
- Unsolicited Calls or Text Messages
- Demographics
- Interviewer

2.17 The survey agency shall submit to TRAI sample design and questionnaire for the survey and sample reporting formats within three weeks of award of the contract. The format shall include separate reporting for rural and urban basic service (wire line) customers. TRAI may suggest modifications to the sample design and questionnaire and sample reporting formats and the survey agency shall modify the sample design and questionnaire 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 questionnaire and reporting format shall be submitted by the survey agency within six weeks of award of the contract after incorporating modifications/corrections suggested by TRAI. TRAI's decision in this matter shall be final. The survey agency shall also implement change in the questionnaire whenever advised by TRAI without any extra cost or remuneration.

2.18 TRAI at any point of time can ask for responses received from any customer against the questionnaire. TRAI has the right to verify authenticity of each of the response. This may also involve contacting any of the customers who have been surveyed for this purpose.

2.19 The survey agencies shall retain the records of survey work for at least one year after completion of the last half year work in both soft and hard copy. If representative of TRAI is deputed for verification, the survey

agency shall extend all cooperation with such representative of TRAI in the verification process and he shall be supplied with all the information needed for such verification.

2.20 TRAI may also suggest changes to the reporting format at any point of time, in case it feels that such a change is necessary and the survey agency shall carry out such changes in the reporting format without any extra cost or remuneration.

2.21 The report shall also contain a comparative analysis of performance of all the service providers in a licensed service area in tabular form and also in graphic form. Additionally, TRAI may call parameter wise performance report of all the service areas for which the survey has been carried out. A separate report is also required to be submitted for each company/group of companies covering each circle at the end of the year. The report shall also contain an Executive Summary and critical finding along with detailed analysis.

3. Deliverables

3.1 Progress Report: The Survey agency shall, at its own cost, compile, prepare and submit; monthly and quarterly progresses reports and at such periodic intervals as may be specified by TRAI on the physical progress of Survey work.

3.2 **Half Yearly Reports:** The Survey agency shall submit half yearly reports in the formats approved by TRAI for the purpose. Three copies of such report covering all service areas/ circles which were surveyed during the half year shall be submitted to TRAI within the time period given in the delivery schedule under clause 5 below. The soft copies of each report shall also be submitted by the survey agency along with the hard copies. The report shall contain the survey results of basic service (wire line), cellular mobile telephone service and Broadband service of all BSOs, CMSPs and ISPs (as applicable) in each of the service area surveyed during the half year, including executive summary, critical findings and comparison of performance of the service providers on various quality of service parameters / survey items for which Survey work was undertaken during the quarter in a half yearly period.

4. TRAI's Inputs

4.1 TRAI will make available to the survey agency changes, if any, in the existing regulations, directions and orders relevant to the survey work. TRAI will also make available details of contact persons of service providers and such other information requested by the survey agency which is available in TRAI and which is necessary for carrying out the

survey work.

4.2 TRAI will make available to the survey agency the licensees in operation and subscriber base of basic telephone service (wire line), cellular mobile telephone service and Broadband service to be taken for sampling purpose for each half yearly period and also changes if any made to the Regulations mentioned in clause 4.1.

4.3 Survey agency shall be responsible for collection of data with respect to subscriber details for all the services i.e. Cellular, Basic and Broadband. However, in case the survey agency, after making all efforts, fails to get the details of the subscribers, for conducting the survey, from the service provider, they may make a reference to TRAI and TRAI will intervene in the matter. However, normally a minimum 21 (twenty one) days notice will be given to the service providers by survey agency for supplying large subscriber data from which sample will be taken to cover different items/issues of survey.

5. Delivery Schedule

S.No.	Deliverable	Period/ Time Limit
1.	Date of award of work as per the contract	D
2.	Submission of sample design and questionnaire and sample reporting formats	D+2 weeks
3.	Submission of final design and reporting formats by the survey agency incorporating modifications, corrections suggested by TRAI	D+4 weeks
4.	Commencement of survey	D+4weeks or next half year*
5.	Submission of survey reports conducted during the first half yearly period for the specified service areas in respective zone	One month from the end of first half year
6.	Submission of survey reports conducted during the second half yearly period for the specified service areas in respective zone	One month from the end of second half year
7.	Commencement of survey for the first half year for the extended period	From the end of second half year or any other later period as decided by TRAI
8.	Submission of survey reports conducted during the first half yearly period for the specified service areas in respective zone for the extended period of contract, if any.	One months from the end of first half year of extended period

9.	Submission of survey reports conducted during the second half yearly period for the specified service areas in respective zone for the extended period of contract, if any.	One months from the end of second half year of extended period
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*In case the time period, from the date of submission of final design and reporting formats by the survey agency after incorporating modifications and corrections suggested by TRAI, as per column 3 above, to the end of the half year in which such date of submission of final design and reporting formats falls, is more than three months the survey shall commence from D + 4 weeks. In other cases the survey shall commence from the next half year.

Note: “D” means date of award of work

SECTION-III

A. Schedule for Financial Bid to asses (i) the Implementation and Effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) to assess the customer perception the service for North Zone

The survey agency shall submit the Financial Bid in the format given below:

1. Cellular Mobile Telephone Services

(Please note that a service area/circle will be surveyed only once in a period of one year. Sample size for survey in a year for each service area and for each service provider refer Annexure-2A and Annexure-2B)

Sl.	Name of the Service Area	Quotation for the year (Rupees in figures)	Quotation for the year (Rupees in words)
(i)	Delhi (for the cellular mobile telephone service the service area of Delhi includes Ghaziabad, Faridabad, Noida and Gurgaon)		
(ii)	Jammu & Kashmir		
(iii)	Himachal Pradesh		
(iv)	Punjab		
(v)	Haryana		
(vi)	Rajasthan		
(vii)	Uttar Pradesh-East		
(viii)	Uttar Pradesh-West(including Uttarakhand)		
	Total (1)		

2. Basic Telephone Services(wire line)

Sl.	Name of the Service Area	Quotation for the year (Rupees in figures)	Quotation for the year (Rupees in words)
(i)	Delhi (for the cellular mobile telephone service the service area of Delhi includes Ghaziabad, Faridabad, Noida and		

	Gurgaon)		
(ii)	Jammu & Kashmir		
(iii)	Himachal Pradesh		
(iv)	Punjab		
(v)	Haryana		
(vi)	Rajasthan		
(vii)	Uttar Pradesh-East		
(viii)	Uttar Pradesh-West(including Uttarakhand)		
	Total (2)		

3. Broadband Service

Sl.	Name of the Service Area	Quotation for the year (Rupees in figures)	Quotation for the year (Rupees in words)
(i)	Delhi (for the cellular mobile telephone service the service area of Delhi includes Ghaziabad, Faridabad, Noida and Gurgaon)		
(ii)	Jammu & Kashmir		
(iii)	Himachal Pradesh		
(iv)	Punjab		
(v)	Haryana		
(vi)	Rajasthan		
(vii)	Uttar Pradesh-East		
(viii)	Uttar Pradesh-West(including Uttarakhand)		
	Total (3)		

Grand Total of all the three services:-

Grand Total (1+2+3) =

Note1: For each Zone separate EMD of Rs.3,00,000/- is to be furnished.

Note2: The Financial Bid shall be inclusive of all taxes, levies and duties including service tax.

B. Schedule for Financial Bid to asses (i) the Implementation and Effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) to assess the customer perception the service for West Zone

The survey agency shall submit the Financial Bid in the format given below:

1. Cellular Mobile Telephone Services

(Please note that a service area/circle will be surveyed only once in a period of one year. Sample size for survey in a year for each service area and for each service provider refer Annexure-2A and Annexure-2B)

Sl.	Name of the Service Area	Quotation for the year (Rupees in figures)	Quotation for the year (Rupees in words)
(i)	Mumbai		
(ii)	Maharashtra (including Goa and excluding Mumbai)		
(iii)	Gujarat		
(iv)	Madhya Pradesh (including Chhattisgarh)		
	Total (1)		

2. Basic Telephone Services (wire line)

Sl.	Name of the Service Area	Quotation for the year (Rupees in figures)	Quotation for the year (Rupees in words)
(i)	Mumbai		
(ii)	Maharashtra (including Goa and excluding Mumbai)		
(iii)	Gujarat		
(iv)	Madhya Pradesh (including Chhattisgarh)		
	Total (2)		

3. Broadband Service

Sl.	Name of the Service Area	Quotation for the year (Rupees in figures)	Quotation for the year (Rupees in words)
(i)	Mumbai		
(ii)	Maharashtra (including Goa and excluding Mumbai)		
(iii)	Gujarat		
(iv)	Madhya Pradesh (including Chhattisgarh)		
	Total for Zone		

Grand Total of all the three services:-

Grand Total (1+2+3) =

Note1: For each Zone separate EMD of Rs.3, 00,000/- is to be furnished.

Note2: The Financial Bid shall be inclusive of all taxes, levies and duties including service tax.

C. Schedule for Financial Bid to assess (i) the Implementation and Effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers and (ii) to assess the customer perception the service for East Zone

The survey agency shall submit the Financial Bid in the format given below:

1. Cellular Mobile Telephone Services

(Please note that a service area/circle will be surveyed only once in a period of one year. Sample size for survey in a year for each service area and for each service provider refer Annexure-2A and Annexure-2B)

Sl.	Name of the Service Area	Quotation for the year (Rupees in figures)	Quotation for the year (Rupees in words)
(i)	Kolkata		
(ii)	West Bengal (including Andaman & Nicobar, Sikkim and excluding Kolkata)		
(iii)	Bihar (including Jharkhand),		
(iv)	Orissa		
(v)	Assam		
(vi)	North East which includes Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.		
	Total (1)		

2. Basic Telephone Service (wire line)

Sl.	Name of the Service Area	Quotation for the year (Rupees in figures)	Quotation for the year (Rupees in words)
(i)	Kolkata		
(ii)	West Bengal (including Andaman & Nicobar, Sikkim and excluding Kolkata)		
(iii)	Bihar (including Jharkhand),		

(iv)	Orissa		
(v)	Assam		
(vi)	North East which includes Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.		
	Total (2)		

3. Broadband Service

Sl.	Name of the Service Area	Quotation for the year (Rupees in figures)	Quotation for the year (Rupees in words)
(i)	Kolkata		
(ii)	West Bengal (including Andaman & Nicobar, Sikkim and excluding Kolkata)		
(iii)	Bihar (including Jharkhand),		
(iv)	Orissa		
(v)	Assam		
(vi)	North East which includes Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.		
	Total (3)		

Grand Total of all the three services:-

Grand Total (1+2+3) =

Note1: For each Zone separate EMD of Rs.3,00,000/- is to be furnished.

Note2: The Financial Bid shall be inclusive of all taxes, levies and duties including service tax.

SECTION-IV
TECHNICAL PROPOSAL –FORMATS

The formats for the following are given in Form - 1 to 5 below.

- Form-1 Proposal submission form.
- Form-2 Survey agency's (Firm's) references.
- Form-3 Approach paper on methodology including sample survey design and work plan for performing the assignment.
- Form-4 Composition of the proposed key team and tasks of each team member including supervisor.
- Form-5 Curriculum Vitae of proposed professional staff.

Form-1

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

From
(Name and address of the survey agency)

To:
Deputy Advisor (QOS)
Telecom Regulatory Authority of India,
Mahanagar Door Sanchar Bhawan
Jawahar Lal Nehru Marg,
New Delhi-110002

Subject: Invitation of bids for undertaking Assessment of Customer Perception of Service through customer satisfaction survey for basic service (wire line), cellular mobile telephone service; and Broadband service on zonal basis (**specify the Zone**-----
-----)

Sir,

We, the undersigned offer to provide the survey work services for the above subject in accordance with your tender document. We are hereby submitting our Proposal which includes both technical & financial proposals, sealed under separate envelope for the Zone (specify the Name of Zone.....) along with EMD as per the clause 3.0 of section- I of the tender document.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand that you are not bound to accept any bid you receive.

Dated, the.....day of2007

Yours faithfully,

Witness:
Signature.....
Address.....

Authorised signatory:
Name and Title of Signatory
Tel. No.
Fax No.
E-mail address

Form-2

SURVEY AGENCY REFERENCES
Work of similar nature carried out in the last five years
that best illustrate experience for eligibility to bid

Using the format below, provide information on each reference assignment for which your organisation was legally contracted. **(please attach a copy of the documentary evidence supporting the assignment/experience)**

Assignment	Country
Location within Country	Professional Staff Provided by Your Firm/entity(Profiles):
Name of Client:	No. of Staff:
Address:	No. of Staff-Months; duration of assignment
Start Date (Month/Year): Completion Date(Month/Yr.): Value of Services contracted Rs.	Approx.
Name of Associated Firm, if any	No. of Months of Professional Staff, provided by Associated Firms
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Project	
Description of Actual Services Provided by Your Staff:	

Authorized signatory:
Name and Title of Signatory

Form-3

**DESCRIPTION OF THE METHODOLOGY INCLUDING SAMPLE
SURVEY DESIGN AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

Authorized signatory:
Name and Title of Signatory

Form-4

**COMPOSITION OF THE TEAM PERSONNEL AND
TASK(S) OF EACH TEAM MEMBER**

1. Technical/Managerial Staff

Sl.No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl.No.	Name	Position	Task
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
..			
..			
..			

Authorized signatory:
Name and Title of Signatory

Form-5

**FORMAT OF CURRICULUM VITAE (CV) FOR
EACH PROPOSED PROFESSIONAL STAFF**

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of page]

Employment Record:

[Starting with present position, list reverse order every employment held. List all positions held by staff member in last 10 years, giving dates, names of employing organizations, titles of positions held, and locations of assignment. Also give types of activities performed and client references, where appropriate. Use about three-quarters of a page].

Languages:

[For each language indicate proficiency: excellent, good fair, or poor; in speaking, reading and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of staff member]

Authorized signatory:
Name and Title of Signatory

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the Stamp Act of Issuing Bank)

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 company/firm) (hereinafter called “the Survey Agency”) has undertaken, in pursuance of the agreement No. ----- dated ----- (hereinafter called “the agreement”) to conduct assessment through survey of (i) the implementation and effectiveness of the various regulations, directions and orders issued by TRAI in the interest of consumers; and (ii) the customer perception of service about the quality of service provided by service providers.

AND WHEREAS it has been stipulated by you in the said agreement that the survey agency shall furnish you with a Bank Guarantee from a scheduled Bank in India for the sum specified herein as security for compliance with his obligations in accordance with the agreement;

AND WHEREAS we (Insert name and address of Bank) have agreed to give the survey 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 survey 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 ----- (amounts 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 survey 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 agreement or of the works to be performed there under or of any of the contract documents which may be made between you and the survey 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 said agreement and that it shall continue to be enforceable till all the dues of TRAI, by virtue of the said agreement have been fully paid and its claims satisfied or discharged and till TRAI, accordingly, discharges this guarantee.

We (Insert name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the TRAI 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 of2015

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 SERVICE AREA**NORTH ZONE**

Sl	Licensed Service Area and category		Areas covered	Name of licensees (Service Provider)	Subscriber base as on 31 st December 2014		consumers sample size for Survey	
					Mobile+ Basic Wireless	Basic Wireline	Mobile+ Basic Wireless	Basic Wireline
01.	Jammu & Kashmir	C	Entire area falling within the State of Jammu & Kashmir including the autonomous council of Ladakh.	BSNL	1236863	156472	384	383
				Bharti Airtel Limited	2885273		384	
				Aircel	2491798		384	
				Reliance Comm.	749221		384	
				Vodafone	105980		383	
				IDEA Cellular	466419		384	
02.	Himachal Pradesh	C	Entire area falling within the State of Himachal Pradesh	Bharti Airtel Limited	2384219		384	
				IDEA Cellular	674632		384	
				Reliance Telecom	1352680		384	
				BSNL	1437942	221676	384	383
				Aircel	907274		384	
				Tata teleservices	107689	2885	383	339
				Reliance Comm.	173011	4847	383	356
				Vodafone	587941	90	384	73
03.	Rajasthan	B	Entire area falling within the State of Rajasthan.	Vodafone	10517333	1710	600	444
				BSNL	3461435	722587	600	600
				IDEA Cellular	6525030		600	
				Bharti Airtel Limited	16900399	39951	600	591
				Reliance Comm.	6232758	23434	600	585

				Tata teleservices	1832552	9946	600	566
				Sistema Shyam Teleservices Ltd	2213549	54954	600	594
				Aircel	5448995		600	
04.	Punjab	B	Entire area falling within the State of Punjab and Union territory of Chandigarh.	Spice Comm.(Idea)	6091118		600	
				Quadrant (HFCL)	2511405	224975	600	599
				Bharti Airtel Limited	7634179	92474	600	596
				Vodafone	4823485	510	600	276
				BSNL	3188732	794702	600	600
				Reliance Comm	3086923	20565	600	583
				Tata teleservices	2618636	16990	600	580
				Aircel	967167		600	
05.	Haryana	B		Entire area falling within the State of Haryana except the local areas served by Faridabad and Gurgaon Telephone exchanges.	IDEA Cellular	4428358		600
			Vodafone		5061184	90	600	78
			BSNL		3067868	377796	600	599
			Bharti Airtel Limited		2529358	16521	600	579
			Reliance Comm		2008447	4916	600	535
			Tata teleservices		2808972	32960	600	590
			Aircel		3092		503	
			Videocon		1839772		600	
06.	Delhi	Met ro	Local Areas served by Delhi, Ghaziabad, Faridabad, Noida, and Gurgaon Telephone Exchanges	Bharti Airtel Limited	10877042	1197003	1067	1067
				Vodafone	9468453	20490	1067	1014
				MTNL	2325730	1605117	1067	1066
				IDEA Cellular	5906714		1067	
				Tata teleservices	2836590	119194	1067	1058
				Reliance Comm	8207377	181262	1067	1061
				Aircel	4713338		1067	
				Sistema Shyam Teleservices Ltd	1019213		1066	

07.	Uttar Pradesh – East	B	Entire area covered by Eastern Uttar Pradesh with the following as its boundary districts towards Western Uttar Pradesh: Shahjahanpur, Farrukhabad, Kanpur and Jalaun.	Bharti Airtel Limited	17793314	55108	600	594
				Vodafone	16903807	1020	600	378
				IDEA Cellular	8750797		600	
				BSNL	8039027	415224	600	599
				Reliance Comm.	7922174	38656	600	591
				Tata teleservices	4576024	15845	600	578
				Aircel	6007873		600	
08.	Uttar Pradesh- West	B	Entire area covered by Western Uttar Pradesh with the following as its boundary districts towards Eastern Uttar Pradesh: Pilibhit, Bareilly, Badaun, Etah, Mainpuri and Etawah. It will exclude the local telephone area of Ghaziabad and Noida. However, it will also include the newly created State of Uttarakhand pursuant to the Uttar Pradesh Re-organisation Act, 2000 (No.29 of 2000) dated 25 th August, 2000.	Telewings	10144872		600	
				Vodafone	10424299	390	600	237
				IDEA Cellular	12535987		600	
				BSNL- UP(w)	3438380	289627	600	599
				BSNL - Uttranchal		116957		597
				Bharti Airtel Limited	7203729	20098	600	583
				Reliance Comm	5167290	6274	600	548
				Tata teleservices	3848265	9815	600	566
				Aircel	164141		598	
				Sistema Shyam Teleservices Ltd	194565		598	
Telewings	7565979		600					

WEST ZONE

S1	Licensed Service Area and category		Areas covered	Name of licensees (Service Provider)	Subscriber base as on 31 st December 2014		consumers sample size for Survey	
					Mobile+Basic Wireless	Mobile+Basic Wireless	Mobile+Basic Wireless	Basic Wireline
01.	Maha-rashtra	A	Entire area falling within the State of Maharashtra and Union Territory of Goa, excluding areas covered by Mumbai Metro Service Area.	Vodafone	16894186	9360	1067	958
				IDEA Cellular	21101531		1067	
				BSNL	5191489	1730570	1067	1066
				Bharti Airtel Limited	10983519	66655	1067	1050
				Reliance Comm	4967266	81756	1067	1053
				Tata teleservices	6637496	269800	1067	1063
				Aircel	1749377		1066	
	Telewings	7241912		1067				
02.	Mumbai	Metro	Local Areas served by Mumbai, New Mumbai and Kalyan Telephone Exchanges	Vodafone	8348017	11520	1067	977
				MTNL	1124939	1916447	1067	1067
				Bharti Airtel Limited	4997718	348587	1067	1064
				Reliance Comm	5748946	237094	1067	1062
				Tata teleservices	3627338	525642	1067	1065
				IDEA Cellular	3898068		1067	
	Aircel	2309076		1067				
03.	Gujarat	A	Entire area falling within the State of Gujarat and Union Territory of Daman and Diu, Silvassa (Dadra & Nagar Haveli).	Vodafone	18457632	2250	1067	724
				IDEA Cellular	10605791		1067	
				BSNL	3173174	1342812	1067	1066
				Bharti Airtel Limited	7789314	60479	1067	1049
				Reliance Comm	4394383	82293	1067	1053
				Tata teleservices	3214038	80859	1067	1053

				Aircel	18563		1009	
				Telewings	6762644		1067	
				Videocon	2185886		1067	
				Sistema Shyam Teleservices Ltd	194843		1061	
04.	Madhya Pradesh	B	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 th August, 2000.	IDEA Cellular	18862565		600	
				Reliance Telecom	10105955		600	
				BSNL - MP	2833287	691103	600	600
				BSNL - Chattisgarh		138147		598
				Bharti Airtel Limited	11084420	229809	600	599
				Reliance Comm	2059127	22597	600	585
				Tata teleservices	4755347	18882	600	582
				Videocon	2426766		600	
				Aircel	22694		585	
				Vodafone	5726055	270	600	186

EAST ZONE

Sl	Licensed Service Area and category	Areas covered	Name of licensees (Service Provider)	Subscriber base as on 31 st December 2014		consumers sample size for Survey		
				Mobile+Basic Wireless	Mobile+Basic Wireless	Mobile+Basic Wireless	Basic Wireline	
01.	Assam	C	Entire area falling within the State of Assam.	Bharti Airtel Limited	4879060		384	
				BSNL	1276828	176841	384	334
				Aircel	4231441		384	
				Reliance Telecom	2256672		384	
				Vodafone	3060613	1350	384	299
				IDEA Cellular	728824		384	
02.	North East	C	Entire area falling	BSNL	3312390	128710	384	383

			within the States of Arunachal Pradesh, Meghalaya, Mizoram, Nagaland, Manipur and Tripura.	Bharti Airtel Limited	274044		384	
				Reliance Telecom	841141		384	
				Aircel	2863557		384	
				Vodafone	1280728	120	384	92
				IDEA Cellular	428926		384	
03.	West Bengal and Andaman & Nicobar	B	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.	Sistema Shyam Teleservices Ltd	1753263		600	
				Bharti Airtel Limited	11353704		600	
				Reliance Telecom	5865671		600	
				BSNL - WB	1948531	438465	600	599
				BSNL - A&N		12852		574
				Tata teleservices	884998	3688	600	516
				Vodafone	14316992	30	600	29
				Aircel	4661966		600	
				IDEA Cellular	3874282		600	
				Reliance Comm.	853918	1901	600	456
04.	Bihar & Jharkhand	C	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 th August, 2000.	Reliance Telecom	6158118		384	
				Reliance Comm	2587492	6100	384	361
				BSNL - Bihar	2939455	203695	384	384
				BSNL Jharkhand		150944		383
				IDEA Cellular	7764446		384	
				Bharti Airtel Limited	23260424		384	
				Tata teleservices	2338168	12228	384	372
				Telewings	6574110		384	
				Vodafone	7880695	780	384	258
				Aircel	5674192		384	
05.	Orissa	C	Entire area falling within the State of Orissa.	Reliance Telecom	3615669		384	
				Reliance comm.	300984	2952	384	340
				BSNL	3451231	324412	384	384
				Bharti Airtel Limited	8601791		384	
				Vodafone	3583658	570	384	230

				Tata teleservices	2326360	7800	384	366
				IDEA Cellular	1327635		384	
				Aircel	3909753		384	
06.	Kolkata	Met ro	Local Areas served by Calcutta Telephones.	Bharti Airtel Limited	4048302	106355	1067	1057
				Vodafone	4747270	3180	1067	799
				BSNL	802446	785053	1066	1066
				Reliance Telecom	2519573		1067	
				IDEA Cellular	1635759		1066	
				Aircel	3634662		1067	
				Tata teleservices	2902369	44839	1067	10442
				Sistema Shyam Teleservices Ltd.	644162		1065	
				Reliance Comm	1024836	80650	1066	1053

Note: The above details are in respect of service providers who have commissioned service by 31st December 2014

Broadband Subscribers Base

S.No.	ISPs	Service Areas	Dec'14	consumers sample size for Survey
1	Bharat Sanchar Nigam Ltd.	All India (except Delhi, Mumbai)	9977290	Nx1067(Metro &A) + Nx600 (B) +Nx384(C)
2	Mahanagar Telephone Nigam Ltd.	Delhi, Mumbai	1134994	1067
3	Bharti Airtel Ltd.	All India	1411021	Nx1067(Metro &A) + Nx600 (B) +Nx384(C)
4	Atria Convergence Technologies Pvt. Ltd	All India	611050	Nx1067(Metro &A) + Nx600 (B) +Nx384(C)
5	You Broadband India Ovt. Ltd	All India	424771	Nx1067(Metro &A) + Nx600 (B) +Nx384(C)
6	Hathway Cable & Datacom Pvt. Ltd.	All India	311946	Nx1067(Metro &A) + Nx600 (B) +Nx384(C)
7	Quadrant Televentures Ltd. (HFCL Infotel Ltd)	Punjab	137140	600
8	Asisnet Satellite Communications Ltd	Kerala	134598	600
9	Reliance Comm. Ltd.	All India	104565	Nx1067(Metro &A) + Nx600 (B) +Nx384(C)
10	Syscon Infoway Pvt. Ltd	Maharashtra & Mumbai	103690	1067
11	D-Vois Broadband Private Limited	All India	70471	Nx1067(Metro &A) + Nx600 (B) +Nx384(C)
12	GTPL Hathway Pritvate Limited (Gujarat Teleink Pvt. Ltd.)	Gujarat	68880	1067
13	Tata Teleservices (Maharashtra) Ltd	Maharashtra & Goa	61870	1067
14	Five Network (Solution (India) Ltd	All India	61829	Nx1067(Metro &A) + Nx600 (B) +Nx384(C)
15	Alliance Broadband Services Pvt. Ltd.	Kolkata	61003	1067
16	Broadband Pacenet (I) Pvt. Ltd.	All India	51761	Nx1067(Metro &A) + Nx600 (B) +Nx384(C)

17	Ortel Communication Ltd	AP, Kolkata, MP, Orissa	49705	
18	Citycom Networks Pvt. Ltd.	All India	37603	
19	Tata Teleservices Ltd	All India	34601	
20	Honesty Net Solutions (I) Pvt. Ltd	All India	31881	
21	Tata Communications Ltd	All India	31376	
22	Siti CableNetwork Ltd. (Wire and Wireless India Ltd.)	All India	27120	
23	Digital Network associates Pvt. Ltd.	Maharashtra & Goa	26610	
24	Indusind Media & Communications Limited (in2cable (I) Ltd.	All India	26170	
25	Home Systems Pvt. Ltd	Mumbai	24398	
26	Wish Net Pvt. Ltd	WB & Kolkata	19343	
27	Vasai Cable Pvt. Ltd	Mumbai	18470	
28	DEN Networks Ltd	All India	15649	
29	Rajesh Multi Channel Pvt. Ltd.	Mumbai	14588	
30	R.K. Infratel Limited	Gujarat	14483	
31	Nextra Teleservices Pvt. Ltd	Delhi	14247	
32	Railtel Corporation of India Ltd	All India	13720	
33	Noida Software Technology Park Ltd	All India	13537	
34	Smartlink Broadband Services	Mumbai	12238	
35	North East Dataa Network Pvt Ltd.	Karnataka	11052	
36	Meghbela Cable & Broadband Services (P) Ltd	WB & Kolkata	11015	
37	Southern Oline Bio Technologies Ltd	AP	10937	
38	Pioneerelabs	Telangana (AP)	10749	