



भारतीय दूरसंचार नियामक प्राधिकरण
Telecom Regulatory Authority of India
(IS/ISO 9001:2015 Certified Organisation)



**Invitation of
Expression of Interest (EoI)
For
Empanelment of Application Service Providers for
providing various ICT based solutions to TRAI**

Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan (next to Zakir Hussain College)
Jawaharlal Nehru Marg (Old Minto Road)
New Delhi: 110 002

1. Introduction

- 1.1 The Telecom Regulatory Authority of India (TRAI) was established with effect from 20th February, 1997 by an Act of Parliament, called the Telecom Regulatory Authority of India Act, 1997, to regulate telecom services, including fixation of tariffs for telecom services which were earlier vested in the Central Government.
- 1.2 TRAI's mission is to create and nurture conditions for growth of telecommunications in the country in a manner and at a pace which will enable India to play a leading role in emerging global information society. One of the main objectives of TRAI is to provide a fair and transparent policy environment which promotes a level playing field and facilitates fair competition. TRAI also monitors and ensures compliance of standards to ensure good service to consumers.
- 1.3 For functional convenience, TRAI has divided its activities in six broad verticals namely NSL, BB&PA, B&CS, F&EA, QoS, Consumer Affairs and IT. Due to M-Governance, E-Governance, Digital India, Smart Cities policies of the government, etc., the demand for a wide range of services based on ICT platform involving M2M and internet of things (IOT) etc. has increased manifold in recent times. The coming years are likely to see a big boom in the areas of E/M-Governance, Digitalization and Smart City Solutions, besides other applications of M2M and IOT. In the wake of government thrust on initiatives focusing primarily on technology-based services for improving governance and citizen services, TRAI envisages massive expansion in the field of ICT and E/M-Governance services.
- 1.4 Accordingly, TRAI invites proposals from Application Service Providers (ASP)/IT Solution Providers having the capability of providing customized ICT based solutions in telecom/broadcasting domain and are willing to work with TRAI in the new envisioned areas. The Application Service Providers (ASP)/IT Solution Providers must have sound domain knowledge to conceptualize, develop, test, implement and support cutting edge solutions, utilizing the mobile, data centre services and opensource technologies. ASP(s) must have experience of handling turn-key projects, development & implementation of the software application, designing & conceptualizing systems, database management, Cloud/data centre administration, cloud migration, Mobile Applications, network installation/ configuration/ management, Data Analytics with visualization etc. The responsibility of exploring the opportunity, conceptualizing/ designing solution, project evaluation, preparing study reports, project monitoring, software and managing the same will be that of empanelled bidder i.e. Application Service Providers (ASP)/IT Solution Providers.

2. EoI Scope

- 2.1 TRAI, as a part of its E-governance initiative wants to roll-out IT solutions with the involvement of private sectors. This EoI is in response to the expressed need of TRAI to shortlist various vendors as explained in this EoI. The aim is to empanel vendors as Application Service Provider/IT Solution Provider (hereinafter referred to as ASP).
- 2.2 EoI is intended to evaluate and shortlist vendors based on the technical and domain knowledge for empanelment on following terms-

- (a) All rights on customised software/solutions developed by ASPs in response to TRAI requirements would be vested with TRAI. The ASP shall be fully responsible for the quality of implementation and services for his implementation.
- (b) Development of the solution will be on open source platforms and source code of all such development(s) will be provided to TRAI and stored at the designated location indicated by TRAI; and the ownership of the complete source code will remain with TRAI.
- (c) For maintaining the existing solutions (app/portal), the ASP(s) may configure, change the solution as per the TRAI's requirement. The ASP(s) shall report the new changes/features of the solution to TRAI. The ASP shall be responsible for bug-fixing, updates and next release of the software.
- (d) The detailed Roles & Responsibilities and Terms & Conditions would be part of final agreement of the concerned project.
- (e) The ASP shall be required to do project evaluation, system study, requirement gathering, preparing technical documents, solution designing, developing, testing, implementing, maintenance, exploring new techniques/processes/methodologies, handling of staging environment, production environment and cloud administration.
- (f) The ASP's solutions in general must be able to enhance and scale the software application to meet the changing needs of TRAI, the changing technologies and changing regulatory environment as well.
- (g) The E-Governance, M-Governance and M2M solutions generally involve devices also that need to be managed (provision, de-provision, suspend, control, trouble shoot, test, map to a Connection ID etc). Thus, the ASP shall be responsible for providing the hardware as well as software apart from all such devices wherever required. The ASP shall have to do all operation and management of the hardware devices.
- (h) The ASP shall explore the possibility for optimum utilisation of TRAI's available infrastructure in providing digital solutions to the organisation.
- (i) The ASP may be required to depute the developer/support/monitoring team at TRAI along with their own IT resources or need to provide support from its own office.
- (j) The ASP may be required to establish project management unit as a project.
- (k) These features are indicative and not exhaustive. Any other details of the software/services to be offered may also be provided to the concerned ASP after approval by TRAI.
- (l) TRAI intends to empanel upto 10 ASPs through this EoI. However, TRAI reserves the right to increase or decrease the total numbers of ASPs to be empaneled.

2.3 Award of Work

- (a) For awarding work, detailed Request for Proposal (RFP) shall be floated among empanelled ASPs.
- (b) Technical Evaluation Committee will evaluate technical proposal and shortlist the qualified ASPs. Further, Financial Evaluation Committee will evaluate financial bids of technically qualified empanelled ASPs. Subsequently, qualified shortlisted ASP will be awarded the work.

- (c) In response to the RFP issued by TRAI to empanel ASPs, they shall have to submit project cost in terms of detailed manpower cost. Prior to publishing RFP, for estimation of the project cost TRAI shall use NICSII Tier-II empanelment manpower rates. The empanelment rates are published on NICSII website from time to time. For reference, the prevalent detailed manpower costing (designation-wise) of NICSII Tier-II empanelled vendors is given at Annexure-II.
- (d) Upon selection in response to RFP, the ASP shall be required to sign a project specific agreement. During the validity period of the signed agreement, the manpower rates shall not be revised.
- (e) Depending upon the project requirements and complexity, TRAI reserves the right to decide the works/projects to be done through empanelled ASPs or from an agency outside the panel.

3. Information on present setup

Information regarding the existing TRAI IT projects is available in the public domain and the portals are accessible from the TRAI official website. The details of portals/apps hosted on NIC Cloud/Azure are given below. For facilitating the maintenance and development, TRAI shall provide all the available documents like User Manual, Design Document, Training Material, and Source Code to the selected bidder.

(a) B&CS Integrated Portal (BIPS) (<https://bips.traigov.in/>)

BIPS facilitates all stakeholders of broadcasting sector viz. broadcasters and distributors to submit information related to interconnection and other agreements pursuant to the Telecommunication (Broadcasting and Cable) Services Register of Interconnection Agreements and all such other matters Regulations, 2019.

(b) CMS App & Portal (<https://cms.traigov.in/>)

For redressal of complaints related to Value Added Services (VAS), the Complaint Management System Portal enables consumers to fetch details of VAS services activated on their phones. Where double consent for VAS has not been recorded by TSPs, the consumers shall be able to raise claims for the cost of VAS for one month and the claims, if any, will be settled by the respective TSPs.

(c) MySpeed App & Portal (<https://myspeed.traigov.in/>)

Myspeed App allows telecom users to measure data speed experience and sends the results to TRAI on a crowdsourcing basis. The application captures and sends coverage, data speed and other network information along with device and location of the tests. MySpeed Portal facilitates users to explore the crowdsourced average Mobile Data speeds across India. Users can also check average data speeds at the location of their interest. Through the portal, data is also available for download.

(d) Tariff Portal (<https://tariff.traigov.in/consumerview/index.aspx>)

Tariff Portal is a platform where consumers are facilitated to see tariffs of different ISPs/TSPs and their different Licensed Service Areas (LSAs) at a single place. This platform benefits not

only the consumers but also helps other stakeholders for online filing of tariffs. User division can analyse, review, accept/reject the tariffs submitted by TSPs/ISPs. Various types of reports can also be generated from the portal.

(e) Header Information Portal (<https://smsheader.trai.gov.in/>)

The Header Information Portal facilitates customers to know the sender of Commercial and Government awareness communications. This portal may also help other principal entities to check whether any look-alike header is registered by any other entity. Anyone can query a particular header or download the complete list. TSPs can upload the list of alphanumeric headers assigned to Principal Entities (business or legal entities).

(f) DND APP (<https://play.google.com/store/apps/details?id=traigov.in.dnd&hl=en-gb>)

DND (Do Not Disturb) Services App enables smartphone users to register their mobile number under DND to avoid Unsolicited Commercial Communication (UCC)/Telemarketing Calls/SMS. This is based on TRAI's Telecom Commercial Communication Customer Preference Regulations, 2018 (hereinafter referred to as "TCCCPR, 2018").

(g) SMS Header exemption (<https://smsheader.trai.gov.in/exemption/>)

This portal facilitates government entities to online apply for the exemption from SMS termination charges up to 5 paise for registered headers under regulation 35 of TCCCPR, 2018. This portal also helps government entities to know about the renewal dates and other information related to the 5 paise exemption.

(h) Channel Selector App & Portal (<https://channelselector.trai.gov.in/>)

This portal offers the functionality via which consumers can view their DPO's offerings, fetch the existing subscription details, choose & optimize channel and Bouquet selection, modify existing selection and set selection with respective DPOs. The portal will suggest an optimum configuration i.e. combination of channels/bouquet based on consumer's selection so as to reduce total monthly bill. In addition, it will suggest a combination of channels/bouquet based on consumer's interest keeping in view geographical, regional, language, genres, etc. preferences. The portal also allows users to download & print current subscription offerings and set subscription requests.

(i) Recommendation Status Portal (<https://trsp.trai.gov.in/>)

This portal is a repository of TRAI's recommendations along with status. The portal facilitates TRAI to forward the recommendations to Government of India, pertaining to telecom & broadcasting sector. The implementation/action taken by the Government on such recommendations shall be updated by them and can be viewed through this portal.

(j) MNRL Portal (<https://mnrl.trai.gov.in/>)

MNRL Portal is a platform where respective TSPs can submit the list of permanently disconnected mobile numbers. The stakeholders like banks can download MNRL and clean up their databases by using their own workflows (for example, a bank could download the list, check each number and if it is one of their customers', then can flag it, and let the customer update it with his new number). The stakeholders thereby shall not send a one-time password etc. to someone other than their customer. This will help those customers, who may either not be using the concerned services regularly and hence do not find a reason to update their mobile

number, or due to lack of awareness of potential danger due to mobile number reuse on re-allocation of a mobile number to other person/entity.

(k) Analytics Portal (Drive Test and MyCall App & Portal) (<https://analytics.trai.gov.in/>)

TRAI conducts Independent Drive Tests (IDT) for evaluating various QoS parameters in real-time. This portal can be used to explore the results of independent drive tests along with performance of QoS parameters. It facilitates users and service providers to explore and resolve various issues in different telecom services. It has three portals for different Quality of Service parameters:

- (i) **TRAI Drive Test Portal (<https://analytics.trai.gov.in/trai/qos/index.php>):** It is a portal to explore the results of independent drive tests done by TRAI.
- (ii) **TRAI MyCall Portal (<https://traigov.in/mycall-dashboard>):** Through this portal, explore Voice Call Quality feedback ratings collected from the users via TRAI MyCall App. This portal provides a map based view for data visualization of the ratings collected via MyCall App. Users can rate their voice call quality experience by downloading the MyCall App.
- (iii) **TRAI MySpeed Portal (<https://myspeed.trai.gov.in/>):** The portal facilitates users to explore the mobile data experience of customers across India. Users can submit data by downloading the app and testing their data speeds.

(l) Link Shortener (<https://link.trai.gov.in>)

This in-house developed application is for internal use of TRAI to convert large URLs into shareable short links.

(m) BCCMS Portal (<https://bccms.trai.gov.in>)

This portal is being used for uploading various complaints received in TRAI through letters/emails against respective service providers in broadcasting domain.

(n) TCCMS Portal (<https://tccms.trai.gov.in>)

This portal is being used for uploading various complaints received in TRAI through letters/emails against respective service providers in telecom domain. It also facilitates customers by providing details of the complaint center for lodging a complaint with their telecom service provider, details of the appellate authority to escalate the issue in case their complaint has not been addressed satisfactorily by the telecom service provider, and the status of a complaint or appeal already lodged.

4. Expression of Interest

TRAI invites Expression of Interest bids in the format given in Annexure-I (Part A, B & C).

4.1.1 Eligibility Conditions

The bidder is required to meet the following criteria and submit documentary proof as under seriatim along with their offer: -

- (a) The bidders shall submit Rs.5,000/- towards processing fees.
- (b) The bidders shall submit Rs.50,000/- as bid security. However, bidders registered as Micro/Small/Startup with NSIC/MSME/DIPP are eligible for exemption from payment of bid security under rule 170 of the General Financial Rules, 2017 (hereinafter referred to as “GFR”) and shall submit self-attested relevant certificates and documentary proofs for claiming the exemption and a bid-securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security (PBG) before the deadline defined in the request for bid document, they may be suspended from participating in any tender on discretion of TRAI.
- (c) The bidder must be an entity/company registered in India under The Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1932 with amendments if any, or a proprietorship firm for the business of providing/ implementing E-GOV, M-GOV, M2M and ICT solutions (Copies of MOU, Article of Association, Certificate of Incorporation to be submitted).
 - i. The bidder must have successfully implemented ICT based turnkey solutions/projects (mere supply of technical manpower and/or IT hardware/equipment will not be considered as experience). For the purpose of evaluation, projects executed in last five years of value Rs.25 lakh or above shall be considered.
 - ii. Here it is clarified that orders which include development and maintenance of the same project for any individual organization shall be considered as one project for evaluation. Maintenance/enhancement orders of the same project over the time shall also be considered as part of the same project for evaluation. Preference will be given to those who have prior experience in the telecom/broadcasting domain (Project completion certificates, along with a copy of work order/ contract/ agreement/ sanction orders/payment receipt from the client to be submitted).
- (d) The bidder must have a minimum average annual turnover of Rs.5 Crores in ICT based solutions (excluding supply of technical manpower and/or IT hardware/ equipment supply) during last 5 years (Certificate by CA to be submitted). The turnover details of each year during last five years shall be submitted by the bidder.
- (e) The bidder must have a positive net worth in any of the three financial years out of last 5 years (Copy of the same certified by CA to be submitted).
- (f) The bidder must have a registration number for GST (Goods and Services Tax) and carry a valid PAN (Copy of PAN, GSTIN registration to be submitted.)
- (g) The bidder must not have been blacklisted for bad performance/delayed delivery or for any other reason by any Central/State Government departments, autonomous bodies or any other organizations from participating in projects either individually or as a member of a consortium as on the date of submission of EoI (Undertaking to be submitted).
- (h) To provide support for project(s) and for smooth functioning of work and coordination, the selected bidder must have a local office in Delhi/NCR (Address proof of office in Delhi/NCR to be submitted)

4.1.2 Requisite Compliances

The bidder is required to submit undertaking as under along with their offer: -

- (a) The bidder must comply with all the applicable regulatory and legal guidelines issued by GOI/DOT/TRAI regarding M-Gov, E-Gov, IOT/M2M Solutions.
- (b) In case of projects related to innovative/new emerging technologies/complex solutions, there may be a need to take up a simulation model/ pilot project. The detailed requirement, if any, to undertake the model/pilot will be elaborated in the Request for Proposal (RFP) of the concerned project (Self-declaration to be submitted, that depending upon any project-specific requirement, the bidder is ready to undertake a pilot project at his own cost, if so desired by TRAI).
- (c) A self-declaration that:-
 - (i) Bidder is not insolvent, in receivership, or being wound up, does not have its affairs administered by a court or a judicial officer, does not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
 - (ii) Bidder or any of its directors or officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings
 - (iii) Bidder shall comply with the self-certification for code of integrity.
 - (iv) Bidder shall comply with the code of conduct and will not work against the interest and sovereignty of the state.

TRAI reserves the right to reject any non-compliant bid on account of deficiency in relevant documents submitted against EoI requirement.

4.2 Processing Fees

The bidder shall submit Rs.5,000/- online through RTGS/NEFT as processing fees. Bids received without processing fees will be rejected summarily. The bidder shall submit the fees in the account of TRAI given below:-

Name : Telecom Regulatory Authority of India
Bank : Union Bank of India, Asaf Ali Road, Delhi-110002.
A/c No. : 510101004370731
IFS Code : UBIN0906794

The details of payment must be submitted by the bidder along with the bid.

4.3 Bid Security

- 4.3.1 The bidder shall submit a refundable Bid Security deposit of Rs.50,000/- online through RTGS/NEFT. The amount must be deposited in the account of TRAI mentioned in para 4.2 and the details of payment must be submitted along with EoI.
- 4.3.2 The bid security deposit will be refunded to those bidders who do not qualify under this EoI. The bid security deposit will be refunded, without interest, after one month of declaration of successful bidders and will be retained for qualified and successful bidders only. The bid security deposit of the successful bidders will be released only after receipt of PBG.
- 4.3.3 As per rule 170 of the, GFR, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/Departments are exempted from submission of Bid Security.
- 4.3.4 Exemption of bid security deposit will be considered for eligible bidders registered as Micro/Small/Startup with NSIC/MSME/DIPP etc., however, bidders themselves have to ensure that they are eligible for the same and submit self-attested relevant certificates and documentary proofs for claiming the exemption. In case the exemption is sought, the bidder shall also submit a bid-securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security (PBG) before the deadline defined in the request for bid document, they may be suspended from participating in any tender on discretion of TRAI.

4.4. Validity of the EoI

The EoI submitted by the bidder will be valid for 180 days from the last date of submission of the bid.

4.5. EoI Submission

- 4.5.1 All the necessary information as sought in this EoI is required to be provided by the bidder before the last date and along with the bid submitted.. .
- 4.5.2 The last date for submission of EoI is **21 February 2022 (12.30 PM)**. Any EoI received after the specified date shall be rejected.
- 4.5.3 TRAI reserves the right to accept or reject an EoI without assigning any reason.
- 4.5.4 The important dates with reference to this EoI are given below:-

(a) **Date of floating of EoI : 21 January 2022**

(b) **Last date for submission of EoI : 21 February 2022 (12.30 PM)**

4.6. Pre-bid Meeting

4.6.1. TRAI shall hold a pre-bid meeting with the prospective bidders as per the schedule below:-

- (a) Date of pre-bid meeting : **10 February, 2022**
- (b) Time of pre-bid meeting : **03:30 PM**
- (c) Venue: Online (link will be shared)

4.6.2. Queries received from the bidders within the scheduled time, regarding bidding conditions, bidding process, evaluation criteria etc., shall be addressed. The queries may be sent to TRAI through email (in an excel file) to it-eoirfp@traigov.in having subject 'TRAI-EoI Pre-Bid Query'.

4.6.3. Only those pre-bid queries which are received by **07 February 2022**, in the following prescribed format shall be entertained:

Company name		M/s.		
S. No.	Relevant Section / Annexure of EoI	EoI Page No.	Relevant Content from EoI	Bidder's Query/ Comment

4.6.4. TRAI is not bound to clarify any query received after the day as described above. TRAI will review every query and on due consideration will issue clarification/ corrigendum (if required). However, TRAI does not undertake to answer each individual query(ies). Bidders shall not assume that their unanswered queries have been accepted by TRAI.

4.6.5. Due to the Covid-19 pandemic, the pre-bid meeting will be organized through Video Conference. All interested prospective bidders (two authorized representatives) may participate in the pre-bid meeting. The joining link/credentials will be shared over the email provided by the bidder.

4.7. Documents to be enclosed with EoI

- (a) EoI document duly signed (digital signature) each page.
- (b) Details of payment of Rs.5,000/- towards processing fees.
- (c) Details of payment of Rs.50,000/- as bid security or bid securing declaration by eligible bidders registered as Micro/Small/Startup with NSIC/MSME/DIPP alongwith self-attested relevant certificates and documentary proofs for claiming the exemption.
- (d) Undertaking by the bidder to accept all the terms and conditions mentioned in the EoI and complete details such as company name, address etc. as per Annexure-I Part-A.
- (e) Bidder's disclosures and documents to support the various clauses as per Annexure-I Part-B.

- (f) Documents to support the various clauses in the evaluation criteria as per Annexure-I Part-C.
- (g) Authority letter to designate a person to interact with TRAI for all bid related activities, queries, presentations, etc.

4.8 Bid Submission

- 4.8.1 The bid is required to be submitted by the bidder online through email of the authorized signatory to it-eoirfp@traigov.in. The details of the authorized signatory (name, designation, mobile number, etc.) must be mentioned in the email. The bid document digitally signed on all pages by the authorized signatory containing all the documents mentioned in Annexure-I Parts A, B and C must be submitted in a single **.pdf** format with password protection. Bidders are required not to share the password in any manner through any mean with any person including TRAI. The password for the pdf file must be sent in a sealed envelope and be received in TRAI before the scheduled bid opening time or is to be shared by the authorized person during the bid opening. If the digital signature is found to be not verified, the bid submitted will be rejected. The bids received online after the last date and time for bid submission will be rejected.
- 4.8.2 The hard copy of the digitally signed bid document may be submitted, within 7 days from the last date of bid submission, in one envelope mentioning “**EoI for Empanelment of Application Service Providers at TRAI**” and address it to “TRAI”.

4.9 Opening of Bids

The bids will be opened as per the following schedule:

- (a) **Date : 21 February, 2022**
- (b) **Time : 03:30 PM**
- (c) **Venue : Online through video conferencing (link will be shared on the email through which the bid is received)**

5. Instructions to the Bidders

- 5.1 Brief profile of the bidder along with bid undertaking as specified in Annexure-I (Part-A) must be submitted.
- 5.2 At any time before the submission of EoI, TRAI may carry out amendment(s) to this EoI document and/or the schedule. The amendment will be made available on the website (<https://traigov.in>) and will be binding on the bidders.
- 5.3 TRAI may, at its discretion, extend the deadline for the submission of EoI by amending the EoI documents, in which case all rights and obligations of TRAI and bidders previously, subject to the deadline, will thereafter be subjected to the deadline as extended.
- 5.4 To assist in the examination, evaluation and comparison of EoI, TRAI, at its discretion, can ask the bidder for clarification of its EoI. The request for clarification and the response shall be in

writing. However, post submission of the EoI, no clarification at the initiative of the bidder shall be entertained.

- 5.5 Bidders may be called for making a presentation (online/offline) before the TRAI Committee.
- 5.6 TRAI reserves the right to accept or reject any application without assigning any reason thereof.
- 5.7 Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this document or those that do not adhere to the formats, wherever specified shall be liable for rejection and no further correspondence will be entertained with such bidders.
- 5.8 Canvassing in any form would disqualify the bidder.
- 5.9 The bidder must digitally sign on each page of the bid document submitted, as a token that all terms and conditions reflected therein have been fully understood.
- 5.10 Any willful concealment of facts by the bidder, if detected at any stage of processing, will lead to the rejection of the bid.
- 5.11 All pages in the bid document must be sequentially numbered and digitally signed by the authorized signatory.
- 5.12 There should not be any over-writing. However, any corrections must be initiated by the authorized person.
- 5.13 TRAI reserves the right to cancel the EoI process and reject any or all of the bids at its sole discretion.
- 5.14 This EoI does not constitute and will not be deemed to constitute any commitment or confirmation on part of TRAI for any purchase/work order to the bidders.
- 5.15 Bidders shortlisted in the aforesaid EoI shall be required to sign a Master Service Agreement (MSA) with TRAI on mutually accepted terms and conditions. The validity of such Agreement shall be for a period of 3 years and further extendable by 1 year at the sole discretion of TRAI.
- 5.16 The bidder shall bear all costs associated with the preparation and submission of its response to this EoI, including costs of demo/presentation for the purpose of clarification of the offer, if so desired by TRAI. TRAI will not, in any case, be responsible for these costs regardless of the conduct or outcome of the EoI process.
- 5.17 Due diligence must be exercised while providing information against the EoI. Unnecessary or irrelevant information will not give any advantage to the bidder. Only relevant and precise information must be provided. If any information provided by the bidder is found to be incorrect at any stage, it would render his or her bid liable for rejection and the empanelment fee shall be forfeited.

- 5.18 At any time prior to the last date of receipt of the offers, TRAI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the EoI document and all formats including Annexures, by issuing clarification and/or amendment. In order to provide prospective bidders reasonable time to take the amendment into account in preparing their offers, TRAI may, at its sole discretion, extend the last date for receipt of offers and or make other changes in the requirements set out in the invitation for EoI.
- 5.19 For specific projects, the ASP shall be responsible for complete implementation of the project during the period of agreement and comprehensive AMC (including warranty etc.) wherever required by TRAI. Complete implementation means full responsibility to extend the end-to-end service as per the requirement and as agreed between the ASP and TRAI. Likewise, comprehensive AMC means full responsibility to undertake effective & efficient Operation & Maintenance of the system deployed along with activities as specified. This includes all incidentals/services/materials/manpower/ permissions/ liaison/ licenses/consumables etc., whether explicitly listed or implicitly required for the satisfactory completion and performance of the project as per the specifications, meeting international codes and standards.
- 5.20 While this EoI has been prepared in good faith, neither TRAI nor its employees make any representation or warranty, express or implied or accept any responsibility or liability whatsoever in respect of any statement or omission herein or the accuracy, completeness or reliability of information and shall not incur any liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EoI even if any loss or damage is caused by any act or omission on their part. Bidders who are willing to work with TRAI on non-exclusive basis and strictly on back-to-back terms and conditions may kindly send their EoI in line with the aforesaid requirements to:

**Technical Officer (IT),
Telecom Regulatory Authority of India (TRAI)
Mahanagar Doorsanchar Bhawan,
Jawaharlal Nehru Marg, New Delhi, Delhi 110002
Email ID: it-eoirfp@traigov.in**

6. Empanelment Process

6.1. Selection Process

- 6.1.1. The bids will be opened by the duly designated Committee online on the given date and time in the presence of the bidders.
- 6.1.2. After opening the bids, they will be scrutinized to ascertain that the processing fees is in order. Only the bid documents of those bidders whose processing fee is in order will be evaluated by the Committee.
- 6.1.3. The duly designated Committee will scrutinize the documents submitted as per Annexure-I Parts-A, B and C. Further, the Committee will evaluate work experience of the bidder and may call for presentation & site visit to evaluate actual work done.

- 6.1.4. After scrutinizing the documents submitted by the bidders, they may be asked for a technical presentation which will include understanding of the present IT solutions of TRAI and their proposed solution, evaluation, futuristic plan, roadmap, technology upgradation, innovative solution for improvements & enhancements, if any. and future planning & road map for executing the services. A write-up on the futuristic approach, around 250 words, shall be provided along with the bids.
- 6.1.5. Successful bidders will be informed, after approval of the Committee's Evaluation Report in due course by TRAI.
- 6.1.6. A panel of successful bidders will be formed, and all such bidders will be authorized to participate in the RFP for projects that are issued by TRAI from time to time.
- 6.1.7. Bidders are not supposed to have any interaction with the Committee members. However, TRAI may seek clarifications from the bidders on the already submitted information, in writing.

6.2. Signing of Agreement

- 6.2.1. The empanelment will be initially for a **period of three years**, extendable for next **one year** solely at the discretion of TRAI on same terms and conditions or additional mutually agreeable conditions.
- 6.2.2. After empanelment, TRAI shall sign a master service agreement with the ASP. However, if required, an addendum agreement may be signed depending upon the commercials of the project. The addendum agreement and other requirements of the project shall be finalized in discussion with the ASP.
- 6.2.3. The agreement will be non-exclusive and nothing in the agreement will be construed to prevent either Party from entering into a similar agreement with any other party or to restrict such Party from directly engaging in related activities.
- 6.2.4. After award of work, the ASP shall not, under any circumstances. withdraw or refuse to execute the work, partly or fully, as mentioned in the RFP or proposal submitted by the ASP against the RFP. In case of any refusal or withdrawal, the ASP shall be liable to pay liquidated damages to TRAI to the tune of Rs. 5,000/- per day from the date of submission of proposal against RFP.

6.3. Performance Bank Guarantee (PBG):

- 6.3.1 The empanelled bidders shall submit a PBG in favour of Telecom Regulatory Authority of India, New Delhi, from a Commercial Bank for an amount of Rs. 50,000/-, valid for a period of three months beyond the empanelment period.
- 6.3.2 In case the duration of empanelment is extended for a further period as provided in Para 5.2, the empanelled bidder shall extend the Performance Bank Guarantee which shall have validity up to three months beyond the extended period.

6.3.3 The empanelled bidder shall also submit a bank guarantee equal to 3% of the total cost of the project (i.e. amount quoted against RFP) to TRAI after award of work. PBG shall be valid for the entire duration of project assignment and deliverables with empanelled bidder. TRAI shall reserve the right to encash the PBG in case of unsatisfactory execution and delivery of the work.

6.4 Indemnity

TRAI shall not, in any event, be liable to the ASP for special, direct, indirect or any other damages in connection with or arising out of the performance or use of services provided by the supplier/solution provider under this EoI. The ASP shall indemnify TRAI in respect of any damages, claim, loss or action against TRAI for any act of commission or omission on the part of the bidder, its agents or servants.

6.5 Correspondence

The bidder shall appoint one of its employees as coordinator who shall represent it in dealings with TRAI. All correspondence relating to EoI shall be addressed to the Technical Officer (IT), Telecom Regulatory Authority of India, Mahanagar Doorsanchar Bhavan, New Delhi-110 002.

6.6 Confidentiality

All information gathered during the EoI process will be the sole property of TRAI. The ASP shall not transfer/pass on the information of one service provider to another service provider or to any third party under any circumstances. Further, by signing this EoI document, the bidder confirms that he shall not disclose any information contained in this document or part thereof to any third party without prior written consent of TRAI.

6.7 Jurisdiction

The courts located at New Delhi/Delhi shall alone have the jurisdiction to decide any dispute arising out of this EoI, the tender document to be issued to a bidder found technically qualified upon after evaluation of EoI and agreement which may be entered into by TRAI with the ASP.

6.8 Arbitration

In the event of any dispute arising between TRAI and the ASP, 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 EoI process or the agreement signed between the parties. The bidder shall not be entitled to raise any objection to the appointment of such officer of TRAI as the sole arbitrator.

6.9 Force Majeure

“Force Majeure” means an event beyond the control of the ASP and not involving the ASP and not involving the ASP’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of either TRAI in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force

Force Majeure situation arises, the ASP shall promptly notify TRAI, in writing, of such conditions and the cause thereof. Unless otherwise directed by TRAI in writing, the ASP shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. TRAI may terminate the contract with the ASP, by giving a written notice of minimum 30 days, if, as a result of Force Majeure, the ASP is unable to perform a material portion of the services for a period of more than 60 days.

UNDERTAKING FROM THE BIDDER
On Company's letter head.

To,

Telecom Regulatory Authority of India,
Mahanagar Door Sanchar Bhawan,
Jawaharlal Nehru Marg,
Old Minto Road,
New Delhi 110 002.

Sir,

1. I/We have read the Invitation of Expression of Interest (EoI) No. IT-5/1/(2)/2021-IT dated __Jan 2022 for Empanelment of Application Service Providers for providing various ICT based solutions to TRAI, and hereby accept all terms and conditions mentioned in the same.
2. The details of processing fees and bid security amount paid through RTGS/NEFT is given below:-
 - a) RTGS/NEFT Number :
 - b) Date :
 - c) Bank Name/Branch :
 - d) Amount :
3. The company profile in the prescribed format is attached herewith.

Yours faithfully,

(Signature of Tenderer)

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

(Company Seal)

Company Profile

S. No.	Name of the Organization: Website:
1.	Name of the Contact Person: Name: Address: Telephone: Fax: Mobile: E-Mail:
2.	Year of Incorporation:
3.	Type of Organization: a. Public Sector/Public Limited/Private Limited/Partnership/Proprietorship/Society/Any other b. Whether Foreign Equity Participation (Please give name of foreign equity participant and percentage thereof) c. Names of Directors of the Board/Proprietors d. Name and address of NRI(s), if any
4.	Category of the firm: Large/Medium/Small Scale Unit
5.	Address of the Registered Office:
6.	Number of offices with addresses (Excluding Registered Office): India: ----- Abroad:-----
7.	Certificate of registration:
8.	Permanent Account Number:
9.	GST Registration No.:
10.	Details of Bank Account of the bidder Name : Name of Bank : A/c No. : IFS Code :

Check List of Documents to be Submitted

S. No.	Eligibility Criteria	Qualification	Supporting Document	Document attached Yes/No
a.	Eligibility Criteria			
1.	Letter authorizing a person to interact with TRAI	Essential	Authority letter	
2.	Processing Fees	Essential	Payment Details	
3.	Bid Security	Essential	Payment details or self-attested relevant certificates and documentary proof for claiming exemption and also a bid-securing declaration (refer para 4.3.4).	
4.	The bidder must be a registered company under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1932 or a proprietorship firm.	Essential	Self-attested copy of the Certificate of Incorporation/ partnership/ proprietorship.	
5.	The bidder must be registered with the Service Tax department and carry a valid PAN and GST Number.	Essential	Self-attested copy of GSTIN registration	
			Self-attested copy of PAN Card	
6.	The bidder must have successfully completed /provided ICT based turnkey solutions/projects in the last five years of the value Rs.25 lakh or above	Essential	Self-attested project completion certificates	
			Self-attested copy of work order/contract/agreement from the client/owner to be submitted	

	(mere supply of technical manpower and/or IT hardware/equipment supply will not be considered as experience)		Self-attested project/work-wise details of technology/tools employed for developing/implementing/delivering the solution	
7.	Minimum average financial turnover of Rs. 5 crores in ICT based turnkey solutions/projects (excluding supply of technical manpower and/or IT hardware/equipment supply).	Essential	Last 5 financial years Certified by CA	
8.	Positive net worth certificate	Essential	In any of the three financial years out of last 5 years. Copy certified by CA.	
9.	The bidder must not have been blacklisted for bad performance/delayed delivery or for any other reason by any Central/State Government departments, autonomous bodies, any other organization from participating in projects either individually or as a member of a consortium as on the date of submission of EoI.	Essential	A self-declaration	
10.	Proof of office in Delhi/NCR.	Essential	Copy of proof of office	
11.	Write-up on the futuristic approach	Essential	Write-up around 250 words	
b.	Requisite Compliance			
12.	Compliance of regulatory and legal guidelines issued by GOI/DOT/TRAI regarding M-Gov, E-Gov, IOT/M2M Solutions.	Essential	A self-declaration	

13.	The bidder must be ready to undertake a pilot project at his own cost, if so desired by TRAI.	Essential	A self-declaration	
14.	<ul style="list-style-type: none"> - The bidder must not be insolvent, in receivership, or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. - The bidder or any of its directors and officers must not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. - The bidder must comply with the self-certification for code of integrity. - The bidder must comply with the code of conduct and must not have worked against the interest and sovereignty of the state. 	Essential	A self-declaration	

Technical Evaluation Criteria

S. No.	Criteria	Max. Marks
1.	Experience of the bidder	50
i.	Past experience of design/development/implementation/maintenance etc. (mere supply of technical manpower and/or IT hardware/equipment supply will not be considered as experience) for Apps/Portals/Websites/ Analytics during the last 5 years (Orders which include development and maintenance of the same project for any individual organization shall be considered as one project for evaluation. Maintenance/Enhancement order of same project over time shall be considered as one project for evaluation.):	
	a. No of Projects having value more than Rs.25 lakh each (@ 1 mark for each Project. Additional 1 mark shall be given if the project is related to telecom/broadcasting, maximum 4 projects can be considered)	8
	b. No of Projects having value more than Rs.50 lakh each (@ 2 mark for each Project. Additional 1 mark shall be given if the project is related to telecom/broadcasting, maximum 5 projects can be considered)	15
	c. No of Projects having value more than Rs.2 Cr each (@ 3 mark for each Project, Additional 1 mark shall be given if the project is related to telecom/broadcasting, maximum 3 projects can be considered)	12
ii.	Past experience of design/development/implementation/maintenance etc. (mere supply of technical manpower and/or IT hardware/equipment supply will not be considered as experience) for Apps/Portals/Websites/ Analytics for government sector during the last 5 years (Orders which include development and maintenance of the same project for any individual organization shall be considered as one project for evaluation. Maintenance/ Enhancement Order of same project over time shall be considered as one project for evaluation.): 1 mark per project (maximum 5 marks)	5
iii.	Past experience of successful development/implementation of Apps/ Portals/Websites involving Artificial Intelligence/Machine Learning/Data Analytics tool with Visualization/Chatbots/Surveys during the last 5 years: 2 marks per project (maximum 10 marks)	10
For points i, ii & iii above, individual project would be considered in only one category.		
2.	Manpower strength No. of technically qualified professionals:	5

	More than 100 professionals – 5 marks 75-100 professionals – 3 marks 25-75 professionals – 2 marks	
3.	Overall strength of the bidder in terms of turnover, profitability and cash flow Average Turnover figure for last three years: More than 20 Crores – 10 marks Between 10 - 20 Crores – 6 marks Between 5-10 Crores – 3 marks	10
4.	CMMI Certification CMMI I & II – 2 marks CMMI-III – IV – 3 marks CMMI-V – 5 marks	5
5.	Write-up & presentation on the futuristic approach (provided of around 250 words)	30
	Total	100

NICSI Tier-II Charges

S. No.	Manpower Category	Monthly Charges (in Rs.)
1	Program Manager	1,49,766.00
2	Project Manager	99,844.00
3	Solution Architect	68,643.00
4	UI Designer	62,402.00
5	Developer (0-2 Years)	27,457.00
6	Developer (3-5 Years)	39,938.00
7	Developer 5+ Years	68,643.00
8	Quality Expert	43,682.00
9	Mobile App Developer 0-2 Years	43,682.00
10	Mobile App Developer 3-5 Years	56,162.00
11	Mobile App Developer 5+ Years	81,123.00
12	Database Admin 3-5 Years	62,402.00
13	Database Admin 5+ Years	74,883.00
14	Security Expert	49,922.00
15	System Admin	49,922.00
16	Tester 0-2 Years	24,961.00
17	Tester 3-5 Years	37,441.00
18	Tester 5+ Years	62,402.00
19	Documentation Expert	31,201.00
20	Business Analyst 3-5 Years	44,930.00
21	Business Analyst 5+ Years	56,162.00
22	Training and Change Management Expert	34,945.00
Non-Technical Expert		
1	Requirement Gathering Expert	34,945.00
2	Translation and Correction Expert	41,186.00
3	Proof Reading Expert	43,682.00
4	Project Coordinator for Translation	31,201.00
5	Help Desk Services	24,961.00