

Date: 11th December 2025

Reply to the Queries /Clarifications sought by prospective bidders

on

Tender for Engagement of Agency for Conducting QoS Performance Monitoring Report (PMR) Audit of Access (Wireline and Wireless) Service and Broadband (Wireline and Wireless) Service of Hyderabad Zone

vide Tender id GEM/2025/B/6925938 dated 28.11.2025

S. No.	Section No./ Clause No.	Original Clause	Query	Clarification issued
1	Clause No. 2.17. Force Majeure Page No. 18 of 65 of Tender Document	Force majeure	We request you to add the following events in the Force Majeure definition i.e. "Pandemic, any other catastrophic, unforeseeable, circumstances, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation.	The Clause remains unchanged. Events mentioned in the query is covered under clause 2.17.1 (iii) and 2.17.1 (v) of Section-II of the Tender.
			We request you to kindly allow us to provide a written notice within 60 (Sixty) days of occurrence of such force majeure.	The Clause remains unchanged.
2	Clause No. 2.23. Jurisdiction of courts Page No. 20 of 65 of Tender Document	Jurisdiction	We request you to allow Courts of Mumbai to have exclusive jurisdiction over the matter.	The Clause remains unchanged.

3	<p>Clause No. 2.24.</p> <p>Arbitration</p> <p>Page No. 20-21 of 65 of Tender Document</p>	Arbitration	<p>We request you to kindly consider the Arbitration as per Indian Arbitration and Conciliation act 1996 & appointment of “Sole & independent Arbitrator” should be agreed by both the parties mutually for any amount of claim.</p>	The Clause remains unchanged.
4	<p>Clause No. 2.18.</p> <p>Termination</p> <p>Page No. 18-19 of 65 of Tender Document</p>	Termination	<p>a. We request you to consider prior written notice of 60 days before termination of Contract due to any reason.</p> <p>b. We request you to please allow the equal right for termination by giving 60 days prior notice in writing to the contractor.</p> <p>c. We understand that client shall pay the outstanding fee prior to the termination, also we request you to please give the clarification on the payment after the termination of the contract.</p>	The Clause remains unchanged.
5	<p>Clause No. 4.4</p> <p>Acceptance of the reports and Liquidated Damages</p>	<p>Acceptance of the reports and</p> <p>Liquidated damages</p>	<p>Please confirm whether the cumulative penalty for delays—calculated at 5% per week (up to two weeks) and 6% per week (beyond two weeks up to four weeks)—is capped at 10% of the quarterly contracted value,</p>	The Clause 4.4(i) is self-explanatory and remains unchanged.

	Page No. 46-47 of 65 of Tender Document		<p>or if it can exceed 10% as per the current calculation?</p> <p>Further, we request you to consider Liquidated Damages applicable under this contract to be limited to a maximum of 5% of the total contract value.</p>	
6	<p>Clause No. 2.19.</p> <p>Indemnity</p> <p>Page No. 19 of 65 of Tender Document</p>	Indemnity	We understand that the limit of indemnification by a Third-party inspection agency/ Contractor will be limited to the contract fees in any circumstances.	The Clause remains unchanged.
7	<p>General</p> <p>(Not a Tender Clause)</p>	Limitation of liability	We understand the Limitation of Liability shall be limited to 100% of the total contract fees under any circumstances for this contract.	Not accepted.
8	<p>Point 4. (c)</p> <p>Page no. 26 of 65 of Tender Document</p>	<p>Cumulative downtime (Cells not available for service) and Worst Affected Cells due to downtime</p> <p><i>(c) The log needs to be extracted from NOC/ OSS or any other relevant tool in front of the audit agency.</i></p>	Logs need to be extracted from NOC/OSS or any other relevant tool in the presence of the audit agency. However, given the current unavailability of this data from TSPs directly at the NOC/ OSS sites, we seek your guidance on if we can proceed by providing logs from their internal systems or alternative processed platforms?	The Clause remains unchanged. The audit has to be done within the framework of schedule of requirements and QoS regulations.
9	<p>Point 9. (b), (e) Page no. 29 of 65 of Tender Document</p>	<p>Downlink Packet Drop Rate for Packet Switched Network (4G/5G and beyond)</p> <p>[DLPDR_QSD (s, t)]</p>	Please confirm if, for each selected cell, we need to include one day's data along with DCR computed from primary data for the last five	Yes. The clause is self-explanatory.

		<p>And Uplink Packet Drop Rate for Packet Switched Network (4G/5G and beyond) [ULPDR QSD (s t)]</p> <p><i>(c) Identify one (1) day for each of cells selected above,</i></p> <p><i>(e) Similarly, ULPDR or DLPDR, as applicable, for these cells may also be computed using primary data for last five (5) days from the date of audit. The same shall be included in report.</i></p>	days from the audit date in the report?	
10	Point 20. (c) Page no. 31 of 65 of Tender Document	Resolution of billing/ charging complaints within four (4) weeks	Please confirm if verification can be done with checkback calls, if yes please confirm format for such will be shared to collect the feedback.	The clause is self-explanatory. The auditor is free to devise methodology to verify to verify the correct resolution.
11	Clause No. 3.2.5 -3.	Availability of service wise geospatial coverage map on service provider's website for percentage of working cells	Availability of service wise geospatial coverage map on service provider's website for percentage of working cells: verification of the cells published in the coverage map portal of respective TSP every quarter, whether cells were deleted/added and coverage map reflecting the same or not.	Kindly refer to the Broad guidelines for audit of at S. No. 3. of clause 3.2.5.2. It is self-explanatory.

12	Clause No. 3.2.5 -26	Verification of drive test conducted by service providers	Only records of the drive tests to be verified or the drive tests log files? If log files, who will share the access of the post processing tool?	Respective Service provider shall facilitate the access of the tools used.
13	Clause No. 3.2.5 -27	Exclusion	Exclusions to be verified up to 5 incidences in every quarter or all the quarters of the designated LSA?	Kindly refer to the Broad guidelines for audit of at S. No. 27. of clause 3.2.5.2. It is self-explanatory.
14	Not a Tender Clause		All the TSP's to be audited in the same month of that LSA as per assignment from Hyderabad RO	Kindly refer Section-III for Frequency of Audit
15	Not a Tender Clause		All the wireline/broadband exchanges to be visited or zonal exchange at LSA level to be visited?	Kindly refer Section-III. It is self-explanatory.
16	Not a Tender Clause		How many days the auditor will be at the audit location and what all activity he/she will be required to be carried out, whether auditor has to grab the details live from the system or he/she will be supported by TSP's person for all required details which are to be verified.	Kindly refer Section-III. It is self-explanatory. There is no cap on number of days for the auditor to visit TSP location(s).
17	Not a Tender Clause		What if the performance reporting tool which is a third-party giving the output, whereas KPI formulas of OEM (Ericsson/ Nokia/ Tejas/ etc) vs Third-party Performance reporting tool, who will certify that.	Respective Service provider shall facilitate for the audit activities. The audit has to be conducted within the framework of QoS regulations.
18	Not a Tender Clause		What is the criteria of minimum 385 cells, is it certain percentage of cells of	There is no cap on number of cells

			the TSP of the LSA or a fixed number already decided by TRAI	which can be taken up for audit.
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