Clarification issued on 31.07.2026 to the Queries raised by prospective Bidders for Tender No.: AU-4/2/6(2)/2026-QoS dated 13.07.2026

S. No.	Clause No./ Section of Tender	Clarification/ Query sought	Clarification issued
1	Clause 5 (a) under Section-I; Clause 2.7	If a bidder applies for all six zones, can a single consolidated Demand Draft covering all zones (₹2.5L for Delhi + ₹3L × 5 = ₹17.5 lakhs in total) be submitted, or must separate DDs be submitted per zone?	Separate Demand Draft/ Banker's cheque of Bid security for each Zone is required to be submitted by the bidder.
2	Clause 18 under Section-I and Clause 2.28	As per the clause, consortium is not allowed for participation in the RFP. Kindly let us know if subcontractors/ SME for select portion of work and select portion of duration can be associated with the Bidding Firm. If permitted, we would be declaring the same with details and qualifications in our RFP response.	The Clause 18 of Section-I and Clause 2.28 are self-explanatory.
3	Clause 20 (S. No. 7) of Section-I	We understand that suitable time gap shall be provided to the bidders after the minutes of meeting/ clarification of queries are provided. Also, duly considering the nature of expertise involved and niche services to be provided for this assignment, we are in the process of preparing a comprehensive proposal. Further, being a company having headquarter in Munich, Germany, our proposal are being reviewed and approved at global level. In consideration of the same, we request you to please grant an extension of 7 days from the due date of submission. Kindly Confirm	Last date and time for submission of Bid has been extended to 11.08.2026 at 17:00 Hrs.
4	Clause 2.2 (v) & Annexure-6	The Tender stipulates that the Bidder should not have a "business relationship" with any Licensed Telecom Service Provider (TSP) as on the date of submission of bid. Kindly clarify the scope of the term "business relationship" – specifically, whether completed assignments, statutory audits, ISO certification, training, software	The Clause 2.2 (v) & Annexure-6 are self-explanatory.

		implementation, consultancy, inspection, testing, manpower deployment or other unrelated services undertaken with a TSP would constitute a “business relationship” leading to disqualification, or whether the restriction is limited to engagements relating to QoS PMR audit / network operations of the TSP as stated in Clause 2.2(v).	
5	Clause 2.2 (v) & Annexure-6	Kindly clarify whether the restriction on “business relationship” applies only to the legal entity submitting the bid, or also extends to its holding company, subsidiary companies, associate companies, group companies, promoters and affiliates.	The Clause 2.2 (v) & Annexure-6 if self-explanatory.
6	Clause 2.2 (vii) & 2.13.5 (Sl. No. 1)	The Tender refers to “audit of quality of service of telecom network or assessment of quality of service of telecom network” as qualifying experience. Kindly clarify whether regulatory audits, independent third-party audits, network performance audits, SLA audits, benchmarking studies or similar telecom QoS assessment assignments (undertaken for telecom regulators, TSPs or other clients) shall be treated as eligible experience for this purpose.	The experience is specific to conducting audit of quality of service of telecom network or assessment of quality of service of telecom network relevant to the scope of work specified in Section-III of this Tender. The Clause 2.2 (vii) & 2.13.5 (S. No. 1) are self-explanatory.
7	Clause 2.9.2 (S. No. v)	The undertaking in Annexure 6 prohibits 'business relationship with any Licensed Service Provider in India with regard to QoS PMR Audit or their network operations.' - Does this include advisory, consulting, or management consulting engagements unrelated to QoS?	The Clause 2.9.2 (S. No. v) is self-explanatory.
8	Clause 2.9.2 (S. No. vii)	Kindly confirm the acceptable documentary evidence for establishing the relevant experience mandated under this clause – specifically, whether Work Orders, Completion/Experience Certificates, Client Appreciation Letters, Certificates for ongoing projects, or Purchase Orders accompanied by	The clause 2.9.2 (S. No. vii) is self-explanatory.

		proof of execution, shall be accepted in addition to the documents listed in the clause.	
9	Clause 2.9.2 (S. No. vii)	Company having telecom network (wireless / wireline) parameter collection, analytics and reporting experience is requested to be considered at equal footing and graded yearly marks should be accorded for telecom experience.	The Clause 2.9.2 (S. No. vii) is self-explanatory and remains unchanged.
10	Clause 2.9.2 (S. No. vii)	Company having experience in telecom network benchmarking covering network performance parameters, analysis and outlier reporting is requested to be considered as this requires in-depth understanding and analytic mindset. Graded marks can be accorded for this with minimum 25% marks for experience less than 1 year.	The Clause 2.9.2 (S. No. vii) is self-explanatory and remains unchanged.
11	Clause 2.9.2 (S. No. vii)	Company having highly experienced professionals in network performance parameters, customer service, network operations is requested to be considered at equal footing and graded yearly marks should be accorded for above experience and professional count.	The Clause no. 2.9.2 (S. No. vii) is self-explanatory and remains unchanged.
12	Clause 2.10.5	The bid is required to remain valid for 180 days from the last date of submission. Kindly clarify whether the Bidder shall have the option to decline a request for extension of Bid Validity, without forfeiture of Bid Security, in the event the evaluation process extends substantially beyond the original 180-day validity period.	The bid is required to remain valid for 180 days from the last date of submission. It is clarified that the Bidder shall have the option to decline a request for extension of Bid Validity, without forfeiture of Bid Security, in the event the evaluation process extends substantially beyond the original 180-day validity period.
13	Clause 2.13.3 & 2.13.4	Kindly clarify whether deficiencies in non-material documents, typographical errors, or inadvertent omissions in the Technical Bid may be sought to be clarified/rectified by the Bidder during the technical clarification window (as also indicated in the GeM bid	As per the GeM Bid, the time allowed for Technical Clarifications during technical evaluation is 3 days.

		parameters), or whether such deficiencies shall result in outright rejection of the bid.	
14	Clause 2.13.5	If a bidder submits bids for multiple zones (e.g., Delhi + Hyderabad), can the same set of key staff be proposed across all zones in Form-IV? Or must each zone have a completely separate dedicated team?	Yes, experts can be deployed across multiple zones, if agency is bidding for more than one Zone subject to the condition that Audit Agency should have sufficient expert staff to manage the schedule of PMR Audit in multiple zones simultaneously.
15	Clause 2.13.5	As per Clause 2.13.5 of the tender document, bidders are required to submit details of the team responsible for execution of the assignment. In this regard, we seek clarification on whether the same set of experts can be deployed across multiple zones if agency is bidding for more than one zone, or if separate/dedicated personnel are required for each zone.	Yes, experts can be deployed across multiple zones, if agency is bidding for more than one Zone subject to the condition that Audit Agency should have sufficient expert staff to manage the schedule of PMR Audit in multiple zones simultaneously.
16	Clause 2.13.5	Kindly clarify whether Technical Evaluation (including the presentation on audit methodology under S. No. 3 of the evaluation table) shall be conducted independently, Zone-wise, or whether a single common presentation/evaluation shall apply to a Bidder across all Zones for which it has applied, with the resulting technical score being uniformly applicable to all such Zones.	Single common presentation shall apply to a Bidder across all applied Zone(s). The resulting technical score shall be uniformly applicable to all applied Zone(s).
17	Clause 2.13.5 (S. No. 1)	Company having experience in telecom network benchmarking covering network performance parameters, analysis and outlier reporting is requested to be considered as this requires in-depth understanding and analytic mindset. Graded marks can be accorded for this with minimum 25% marks for experience less than 1 year.	The Clause No. 2.13.5 (S. No. 1) is self-explanatory and remains unchanged.
18	Clause 2.13.5 (S. No. 1)	Company having highly experienced professionals in network performance parameters, customer service, network operations are requested to be considered at	The Clause 2.13.5 (S. No. 1) is self-explanatory and remains unchanged.

		equal footing and graded yearly marks should be accorded for above experience and professional count.	
19	Clause 2.13.5 (S. No. 1)	Company having telecom network (wireless / wireline) parameter collection, analytics and reporting experience is requested to be considered at equal footing and graded yearly marks should be accorded for telecom experience.	The Clause 2.13.5 (S. No. 1) is self-explanatory and remains unchanged.
20	Clause 2.16.1 & 2.16.3	In case a Bidder is declared successful for multiple Zones, kindly clarify whether a single consolidated Performance Bank Guarantee (equivalent to 3% of the aggregate contract value of all awarded Zones) shall be acceptable in lieu of separate Zone-wise Performance Bank Guarantees.	Bidder shall have to submit PBG for each Zone separately.
21	Clause 2.16.6 (iii) & 2.19.2 (v)	These clauses provide that TRAI’s decision regarding factual correctness of the audit report shall be final and binding. Kindly clarify the review/reconciliation mechanism, if any, available to the Audit Agency in cases where its observations are supported by documentary evidence extracted during the audit but differ from the interpretation of TRAI or the concerned TSP.	The Clauses 2.16.6 (iii) & 2.19.2 (v) are self-explanatory. Further, the calculation methodology for the Quality of Service parameters shall in accordance with the Quality of Service Regulation' 2024 dated 02.08.2024 and as amended time to time.
22	Clause 2.17.1	The contract is valid for thirty (30) months, covering audit of eight (8) quarterly PMRs. Kindly clarify whether any services are envisaged from the Audit Agency during the remaining contract period after completion and acceptance of the 8th quarterly PMR Audit Report, and if so, the scope and commercial treatment thereof.	The contract shall be valid for a period of thirty (30) months from the date of signing of the contract, covering audit and assessment of Quality of Service (QoS) Performance Monitoring Reports (PMRs) (Monthly or Quarterly as applicable) for two years (24 months) consisting of eight quarters as specified in the Tender. Further, additional 6 months period has been taken to ensure satisfactory completion of the work as per the Tender/ contract.

23	Clause 2.17.2	Kindly clarify whether extension of the contract (up to a maximum of one year, on a six-monthly basis) shall be purely at TRAI's discretion or shall require the concurrence of the Audit Agency, and whether such extension, if granted, shall apply uniformly across all Zones awarded to the Agency.	Extension of Contract for maximum one year on a six-monthly basis at the same rate and terms & conditions as per the contract, shall be considered with consent of Audit Agency, at the sole discretion of TRAI, separately for each Zone awarded to the Agency.
24	Clause 2.18	Kindly clarify whether delays attributable to denial/restriction of access by TSPs, delayed availability of NOC/nodal personnel, system outages, restricted access to OSS/BSS platforms, or delayed sharing of primary data by the TSP shall be treated as Force Majeure/excusable delay for the purpose of the delivery schedule and levy of Liquidated Damages under Clause 4.4.	The Clause 2.18 is self-explanatory
25	Clause 2.18	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. Please Consider	The Clause 2.18 remains unchanged. Events mentioned in the query is covered under clause 2.18.1 (iii) and 2.18.1 (v) of Section-II of the Tender.
26	Clause 2.18	We request you to kindly allow us to provide a written notice within 60 (Sixty) days of occurrence of such force majeure. Please Consider	The Clause 2.18 is self-explanatory and remains unchanged.
27	Clause 2.18	We request you to kindly include notice period of 60 days in case of termination due to force majeure if applicable for this contract. Please Consider	The Clause 2.18 is self-explanatory and remains unchanged.

28	Clause 2.19	a) We request you to consider prior written notice of 60 days before termination of Contract due to any reason. b) We request you to please allow the equal right for termination by giving 60 days prior notice in writing to the contractor. 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 Please consider	The Clause 2.19 is self-explanatory and remains unchanged.
29	Clause 2.19	Kindly clarify whether the Audit Agency shall be provided a reasonable opportunity/cure period to remedy any identified deficiency in performance prior to termination of the contract under Clause 2.19.2, except in cases involving fraud or wilful misconduct.	The Clause 2.19 is self-explanatory
30	Clause 2.20	We understand that the limit of indemnification by a Third party inspection agency/ Contractor will be limited to the contract fees in any circumstances. Kindly Confirm.	The Clause 2.20 is self-explanatory.
31	Clause 2.22	Kindly clarify whether the Audit Agency may retain copies of audit evidence, working papers and supporting documents solely for statutory, legal, internal quality-assurance or ISO/NABCB accreditation requirements after completion of the assignment, subject to the confidentiality obligations continuing to apply to such retained records.	The Clause 2.22 is self-explanatory All the information collected by Audit Agency from TRAI and Service for audit purpose shall be sole property of TRAI. NDA at Annexure-7 may also be referred.
32	Clause 2.22.5 & Annexure-7	Kindly clarify whether the Non-Disclosure Agreement at Annexure-7 shall be executed as a tripartite agreement among TRAI, the Audit Agency and each concerned TSP, or whether separate bipartite NDAs shall be executed by the Audit Agency with each TSP in addition to the NDA with TRAI.	The Audit Agency, if required, shall be asked to enter into a confidentiality agreement {Non-Disclosure Agreement (NDA)} as per Annexure-7 of this Tender with TRAI, to this effect, before start of the audit.

			In addition, a bipartite NDAs may also be executed by the Audit Agency with Service providers separately, if asked by TSP.
33	Clause 2.25	Kindly clarify whether disputes relating to the technical interpretation of audit observations/QoS parameter computation shall first be referred to a technical review/reconciliation mechanism (as raised at Sl. No. 21 above) before invoking arbitration under the Arbitration and Conciliation Act, 1996.	The Clause 2.25 is self-explanatory.
34	Clause 2.27	The Tender provides that the quoted price shall be inclusive of all taxes and that any change in the prevailing tax structure or imposition of any new levy shall be borne by the Audit Agency. Kindly clarify whether this is intended to cover only prospective changes in the rate/structure of taxes already factored into the bid, or also entirely new statutory levies introduced after the date of bid submission, and whether TRAI would consider a pass-through mechanism for the latter.	The Clause 2.27 is self-explanatory.
35	Clause 3.1.3	The Tender provides that TRAI may modify existing QoS parameters/benchmarks or introduce new QoS parameters during the currency of the contract. Kindly clarify; (a) whether audit of such newly introduced/modified parameters shall be treated as part of the existing scope of work at no additional cost, or shall be compensated through an appropriate change-management/commercial mechanism; and (b) whether the Audit Agency shall be allowed a reasonable transition period, along with revised audit methodology and reporting formats, before such parameters are made applicable for audit.	No additional cost shall be paid to Audit Agency in any case. Further, the delivery schedule shall be as per the Clause 4.3.

36	Clause 3.2.5.4	The tentative wireless audit schedule uses M-1 through M-12. - What is M-1- the month of contract signing, the month of first audit visit, or the month following TRAI's issuance of instructions to TSPs facilitating access?	**'M'** stands for Month. **M-1** is the month of commencement of PMR Audit, and shall be conveyed through the Work Order to the successful bidder
37	Clause 3.2.6	Kindly clarify the expected extent and frequency of physical site visits, if any, during the audit engagement- (a) Whether visits are required for every Licensed Service Area (LSA). (b) Whether TRAI has prescribed any minimum number of onsite visits for each operator or LSA.	The Clause 3.2.6 is self-explanatory.
38	Clause 3.2.6, 3.3.6 and 3.4.7	Please clarify the expected level of access to operator systems/NOC environments during audits and whether remote audits are permissible where secure access is available.	The Clause 3.2.6, 3.3.6 and 3.4.7 are self-explanatory. Remote audits are not permissible.
39	Clause 3.2.6.1 (S. No. 2)	The minimum sample size of 5% of cells per PMR is prescribed for multiple parameters. For large LSAs like Karnataka or Maharashtra where a single operator may have 50,000+ cells, 5% translates to 2,500+ cells per PMR - kindly clarify expected methodology for selecting representative 5% samples. (a) Is there a maximum cap on the number of cells to be sampled? (b) Is there an alternative sampling methodology for larger LSAs acceptable to TRAI?	The Clause 3.2.6.1 (S. No. 2) is self-explanatory. Further, it is clarified that:- (a) There is no maximum capping on the number of cells to be sampled. (b) No
40	Clause 3.2.6.1 (S. No. 3)	Verifying coverage map accuracy requires linking specific CGIs (cell identifiers) to geographic coverage representations on the operator's website. (a) Will TRAI provide the mapping between CGI records and cells whose coverage must be reflected on the operator's website? (b) Or is the Audit Agency expected to	The Clause 3.2.6.1 (S. No. 3) is self-explanatory.

		independently derive this mapping from the CGI data provided?	
41	Clause 3.2.6.1 (S. No. 8 & 9)	For verification of DCR and Packet Drop Rate parameters, if historical CBBH-level raw counter data for the PMR period under audit is not available with the service provider, kindly clarify whether TRAI will facilitate availability of such data or whether the Audit Agency is expected to obtain the same directly from the service provider.	The Clause 3.2.6.1 (S. No. 8 & 9) are self-explanatory.
42	Clause 3.2.6.1 (S. No. 10-13)	For Latency, Packet Drop Rate, Download/Upload Speed, and Jitter parameters, the audit methodology states, 'verify the measurement setup' and 'collect measured test results. (a) Is the Audit Agency expected to independently replicate these measurements in the field using its own test equipment? (b) Or is the scope limited to verifying the operator's test records, methodology, and server configuration documentation? This distinction significantly impacts the equipment investment required.	Audit team is not expected to independently replicate the measurements in the field using its own test equipment. Further, the Clause 3.2.6.1 (S. No. 10-13) are self-explanatory.
43	Clause 3.2.6.1 (S. No. 14)	For Maximum Bandwidth Utilization between Radio and Core network, the audit requires verifying 'all RAN to Core network links' and then sampling minimum 5% or 3 links. For a large operator in a big LSA, there could be thousands of RAN-to-Core links. (a) Will the operator provide a complete inventory of RAN-to-Core links as a baseline document, or must the Audit Agency derive this from NOC data? (b) Is there a maximum cap on the number of links to verify?	The Clause 3.2.6.1 (S. No. 14) is self-explanatory. Further, there is no maximum capping on the number of on the number of links to verify

44	Clause 3.2.6.1 (S. No. 26)	The audit must verify drive test records maintained by service providers as per Regulation 7(2) of the QoS Regulations. (a) Can TRAI provide the detailed requirements under Regulation 7(2) regarding drive test frequency, route coverage, and documentation format that operators are expected to maintain?	Para 5.6. of Measurement Methodology under Schedule-I of the Quality of Service Regulations' 2024 issued on 02.08.2024 may be referred.
45	Clause 3.3.6.2 (S. No. 3) & Clause 3.4.7.2 (S. No. 8)	For fault metrics, the agency must verify rent rebate/validity extension given to customers whose faults were repaired after 3 working days. (a) What is the prescribed rate of rent rebate that operators must provide - is it defined in the QoS Regulations or elsewhere? (b) If the operator's system has already processed and closed these cases, how should the Audit Agency verify the actual rebate credit applied to customer accounts?	The Clause 3.3.6.2 (S. No. 3) & Clause 3.4.7.2 (S. No. 8) are self-explanatory. Further, Para 3.2. of Measurement Methodology under Schedule-I of the Quality of Service Regulations' 2024 issued on 02.08.2024 may be referred.
46	Clause 3.3 and Clause 3.4	For wireline and BB wireline audits, the schedule requires auditing all LSAs of all service providers at least once a year. However, not all operators are present in all LSAs (e.g., APSFL only in Andhra Pradesh, QTL only in Punjab) (a) For an LSA where a wireline operator has no local NOC, will TRAI mandate the operator to host the audit at their nearest regional/national facility?	The Clause 3.3 and 3.4 are self-explanatory, which inter-alia states that, the Audit Agency is required to visit service provider's Network Operations Centre (NOC), Operations Support System (OSS), Business Support System (BSS) etc., as per the network monitoring systems deployed, for audit of the PMR, as per the scope of work of the audit.
47	Clause 3.4	Pan-India ISPs (Category A, e.g., Jio, Airtel, GTPL, Excitel) submit one All India PMR rather than LSA-wise PMRs. (a) Which Regional Office zone will be assigned to audit a Pan-India ISP ?	Each Zone shall be assigned ISPs of both Category-A and Category-B for PMR audit as per the total quantity for PMR of Broadband Service (Wireline) assigned to the zone for the audit in two years.
48	Clause 3.4.6.2	Annexure 2C lists 107 ISPs across the country. TRAI will decide which ISPs are selected for audit each year.	Clause 3.4.6.2 is self-explanatory. Further, refer Table 5.1 to Table 5.6 under Section-V of Tender for the Total Quantity for PMR of

		(a) Can TRAI provide a guidance range on the expected number of ISPs to be audited per zone per year?	Broadband Service (Wireline) to be audited in two years.
49	Clause 4.2	Payment is proposed on a quarterly basis, Zone-wise, after acceptance of the PMR Audit Report. Kindly, (a) specify the maximum timeline within which TRAI shall communicate acceptance, observations, or rejection of a submitted report; and (b) confirm whether undisputed payments for LSAs whose reports stand accepted shall be released even where reports for other LSAs within the same Zone remain under review/clarification, in line with the proportionate-payment principle already recognised in Clause 4.2.1.2.	The Clause 4.2 is self-explanatory.
50	Clause 4.3.3	Kindly clarify whether the 45-day timeline prescribed at Sl. No. (d) of the Delivery Schedule for submission of PMR Audit Reports shall commence only after TRAI's approval of the final audit methodology and reporting formats (Sl. No. (b)), and whether TRAI would consider a modest payment milestone (e.g., 10-15%) linked to submission/approval of the methodology and reporting formats, to provide working-capital relief to the Audit Agency ahead of the first quarterly payment.	The Clause 4.3.3 is self-explanatory.
51	Clause 4.3.3	We kindly request that the commencement of PMR Audit submission timeline be extended from 45 days to 90 days.	The Clause 4.3.3 remains unchanged.
52	Clause 4.3.3(d)	Clause 4.3.3(d) states the Audit Report must be submitted within 45 days of 'commencement of PMR Audit as per Serial No. (c) of this table. (a) Does this 45-day period apply separately for each LSA/operator audit cycle, or is it a	The Clause 4.3.3 (d) is self-explanatory.

		single 45-day window for all audits within a zone per quarter? (b) If a zone has audits staggered across multiple months (e.g., as per the T-1/T-2/T-3/T-4 schedule), does each TSP batch have its own 45-day clock starting from its first NOC visit?	
53	Clause 4.3.3(d) / 4.4 & Section-III	Kindly clarify whether the PMR Audit shall be deemed "complete" upon submission of the Audit Report by the Audit Agency within 45 days as per Clause 4.3.3(d), or only upon formal acceptance of the report by TRAI, and whether the period taken by TRAI for review/acceptance (including any rounds of clarification sought under Clause 4.4(vii)) shall be excluded while computing timelines for the purpose of Liquidated Damages.	The Clause 4.3.3 (d)/ 4.4 & Section-III are self-explanatory.
54	Clause 4.4	Clause 4.4 states total Liquidated Damage (LD) shall not exceed 10% of 'the contract value of the respective zone.' (a) Is the zone contract value the total 2-year financial bid (e.g., Grand Total from Table 5.1 for Bengaluru)? (b) For multi-service audits within the same LSA, are LDs applied per service or at the LSA total level?	The Clause 4.4 is self-explanatory. The total amount of liquidated damages imposed, in accordance with Clauses 4.4 (i) and 4.4 (ii) of Section-IV, for delay in submission and deficiency observed in PMR Audit Reports shall not exceed ten percent (10%) of the contract value of the respective Zone.
55	Clause 4.4	Request the change the clause 4.4 Acceptance of the reports and Liquidated Damages: (i) In case the PMR Audit reports of Access (wireline and wireless) Service and Broadband (wireline and wireless) Service is delayed, liquidated damages shall be levied by TRAI which shall be realised from the amount payable to the Audit Agency, at the following rates: (a) for delay up to two (2) weeks, Three percent (3%) of the value of quarterly contracted work for the respective service	The Clause 4.4 is self-explanatory and remains unchanged.

		in the LSA audited, per week or part thereof; (b) for delay beyond two (2) weeks and up to four (4) weeks, additional Two percent (2%) of the value of quarterly contracted work for the respective service in the LSA audited, per week or part thereof. (ii) In case, deficiencies or quality issues are observed in PMR Audit report of Access Service (Wireline), Access Service (Wireless) including Broadband (Wireless) and Broadband (Wireline) Service, liquidated damages, in addition to the provisions of liquidated damages at Clause 4.4 (i) of Section-IV, shall be levied on the amount payable to the Audit Agency for that PMR, at the following rates: (a) for major deficiencies like missing parameters for audit, not adhering to the broad guidelines stipulated for audit in scope of work under Section-III of the Tender, calculation mistakes etc., Five percent (5%) of the amount payable for that PMR, (b) for minor deficiencies like non-submission of supporting information for the audited values, improper or incomplete analysis for the deviations observed for audited value vis-a-vis reported values, five percent (5%) of the contracted value of PMR Audit report for each case. Provided that the total amount of liquidated damages imposed, in accordance with Clauses 4.4(i) and 4.4(ii) of Section-IV, for delay in submission and deficiency observed in PMR Audit Reports shall not exceed Five percent (5%) of the contract value of the respective Zone.	

56	Clause 4.4	We request you to consider an overall cap of 5% of the contract value. Please Consider.	The Clause 4.4 remains unchanged.
57	Annexure-7 (NDA)	Kindly confirm that the Audit Agency shall retain ownership of its proprietary audit methodology, analytical tools, scripts, templates and software utilities developed independently prior to, or during, execution of the assignment, while TRAI shall have the right to use the audit reports and deliverables generated specifically for the assignment, as distinct from the Agency's underlying IP.	Kindly refer Clauses 3.8.3. and 3.8.4.
58	Annexure-7 / Section-II	Kindly clarify whether the liability of the Audit Agency under the NDA (Annexure-7) and the Contract shall be limited to the value of the respective Zone-wise work order/contract, or whether any unlimited liability is envisaged, and whether the Agency may engage domain experts/technical specialists under confidentiality obligations, with prior intimation to TRAI, wherever specialised expertise is required.	The agency shall be responsible for maintaining the confidentiality of data made available by the service provider or TRAI as a part of the contract.
59	General - No Clause No.	Kindly clarify the order of precedence of documents in case of any inconsistency among the Tender Document, GeM Bid/GTC conditions, Corrigenda, Pre-Bid Clarifications issued by TRAI, and the final Contract Agreement/Work Order.	The order of precedence of documents shall be governed by the applicable provisions of the Contract Agreement/ Work Order, Corrigenda, Pre-Bid Clarifications, Tender Document and GeM GTC, as applicable.
60	General – No Clause No.	Could you please clarify whether there are any specific Educational qualification requirements for the key staff mentioned in the tender?	The Clause 2.13.5. (S. No 2) and FORM-IV under Section VI of the Tender document are self-explanatory.
61	General – No Clause No.	We request you kindly suggest actual requirement of Insurance for the services provider for this tender. Kindly Clarify	The query does not pertain to any Clause of the Tender. The Tender may kindly be read in totality.

62	General – No Clause No.	We understand the Limitation of Liability shall be limited to 100% of the total contract fees under any circumstances for this contract. Please Confirm.	The query does not pertain to any Clause of the Tender. The Tender may kindly be read in totality.
63	General – No Clause No.	Kindly clarify the procedure to be followed where a TSP refuses/delays access to records, NOC/OSS/BSS systems, or otherwise restricts verification required for the audit. Specifically, whether such instances, once reported to TRAI/respective Regional Office in a timely manner, shall be excluded while computing the delivery timelines under Clause 4.3.3 and the Liquidated Damages under Clause 4.4.	Audit shall be carried out under the supervision of Regional offices (ROs) of TRAI. Such issues, if any, shall be addressed by the respective RO of TRAI.
64	General – No Clause No.	Clause 3.5.6 requires the service provider's Nodal Officer to sign all verified data templates. (a) If the Nodal Officer disputes the Audit Agency's findings and refuses to sign specific templates, how should the Audit Agency proceed? (b) Will TRAI treat an unsigned template as an incomplete audit, or can the Audit Agency submit a note documenting the dispute alongside the template?	Audit shall be carried out under the supervision of Regional offices (ROs) of TRAI. Such issues, if any, shall be addressed by the respective RO of TRAI.