

Corrigendum Details

Corrigendum Details

Modified On: 2026-03-19 16:46:49

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Bid extended to **2026-03-27 15:00:00**

Bid Opening Date: **2026-03-27 15:30:00**

Modified On: 2026-03-10 15:23:38

Bid extended to **2026-03-25 15:00:00**

Bid Opening Date: **2026-03-25 15:30:00**

View(s)

View(s)

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 11-03-2026 18:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 11-03-2026 18:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 120 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Communications |
| विभाग का नाम/Department Name | Department Of Telecommunications (dot) |
| संगठन का नाम/Organisation Name | Telecommunications Consultants India Ltd |
| कार्यालय का नाम/Office Name | Tcil Bhawan |
| वस्तु श्रेणी /Item Category | Financial Audit Services - APPOINTMENT OF INTERNAL AUDIT FIRM FOR TCIL FOR FY 2026-27; Audit Firm, CA Firm |
| अनुबंध अवधि /Contract Period | 1 Year(s) |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service | 5 Year (s) |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover | No |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover | No |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |

| बिड विवरण/Bid Details | |
|--|--|
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 1 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 3 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| न्यूनतम मूल्य/Floor Price | This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value. |
| अनुमानित बिड मूल्य /Estimated Bid Value | 1200000 |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |

ईएमडी विवरण/EMD Detail

| | |
|-----------------------------|-------|
| एडवाइजरी बैंक/Advisory Bank | ICICI |
| ईएमडी राशि/EMD Amount | 25000 |

ईपीबीजी विवरण /ePBG Detail

| | |
|---|-------|
| एडवाइजरी बैंक/Advisory Bank | ICICI |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%) | 5.00 |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 14 |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

TCIL

Tcil Bhawan, Department of Telecommunications (DOT), Telecommunications Consultants India Ltd, Ministry of Communications

(Telecommunications Consultants India Limited)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

| | |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

| Parameter Name | Max Marks | Cutoff Marks | Qualification Methodology Document |
|----------------|-----------|--------------|------------------------------------|
| As per ATC | 100 | 60 | View File |

Total Minimum Qualifying Marks for Technical Score: 60

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:TCIL BHAWAN, GREATER KAILASH-1, NEW DELHI-110048

Financial Audit Services - APPOINTMENT OF INTERNAL AUDIT FIRM FOR TCIL FOR FY 2026-27; Audit Firm, CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification | मूल्य/ Values |
|---------------------------------|--|
| कोर / Core | |
| Scope of Work | APPOINTMENT OF INTERNAL AUDIT FIRM FOR TCIL FOR FY 2026-27 |
| Type of Financial Audit Partner | Audit Firm , CA Firm |
| Type of Financial Audit | As per ATC document |

| विवरण/ Specification | मूल्य/ Values |
|---|---------------------|
| Category of Work under Financial Audit | As per ATC document |
| Type of Industries/Functions | As per ATC document |
| Frequency of Progress Report | As per ATC Document |
| MIS Reporting for Financial Audit support | Yes |
| Frequency of MIS reporting | As per ATC document |
| State | NA |
| District | NA |
| एडऑन /Addon(s) | |
| Post Financial Audit Support | NA |

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

| | |
|--|-----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | Yes |
|--|-----|

| प्राचल/Parameter | मूल्य/Values |
|------------------|--------------|
| कोर / Core | 1080000 |

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | Quantity | अतिरिक्त आवश्यकता /Additional Requirement |
|---------------|---|---|-------------------------|---|
| 1 | Ramakrishna K A | 110048,TCIL BHAWAN, GREATER KAILASH - 1 | Project / Lumpsum Based | N/A |

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

All terms and conditions including eligibility criteria (financial and similar work experience) shall be applicable as per ATC document.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

**ATC Document
for
APPOINTMENT OF INTERNAL AUDIT FIRM
FOR TCIL FOR FY 2026-27**

Tender No. GEM/2026/B/7258186

Date of Issue: 18-02-2026

Issued By:
SCM Division
Fax: +91 (11) 26242266
Tel: +91 (11) 26202020
<https://www.tcil.net.in/>

| | | |
|---|---|--|
|  | <p style="text-align: center;">Telecommunications Consultants India Ltd. (A Govt. of India Enterprise) TCIL Bhawan, Greater Kailash-I New Delhi – 110048 (India) e-mail: tcil@tcil.net.in</p> <p style="text-align: center;">CIN: U74999DL1978GOI008911</p> | <p style="text-align: center;">IS/ISO 9001</p>  |
|---|---|--|

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SECTION-1

NOTICE INVITING TENDER (NIT)

Bids are invited from all eligible bidders for “Appointment of Internal Audit Firm for TCIL for FY2026-27”.

Telecommunications Consultants India Ltd. (TCIL) is a Govt. of India Enterprise, under Department of Telecommunications, Ministry of Communications. It was set up in 1978 to share Indian experience and expertise with developing countries and to assist bulk users of telecom services in setting up dedicated telecom networks.

TCIL has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom Software, Switching and Transmission Systems, Cellular Services, Rural Telecommunications, Optical Fiber based Backbone Transmission Systems etc. TCIL has diversified its operation and has been executing projects in the field of Civil Infrastructure, Architecture and Power, Rural Roads and Civil Construction. TCIL has been executing projects in the latest technologies like FTTH, VOIP, IPTV etc.

1.1 ELIGIBILITY CRITERIA

This tender is open only for *Chartered Accountants/Cost Accountants firms* fulfilling the minimum qualifying requirements, for which documentary evidence shall have to be submitted by the bidder. **No Consortium is allowed.**

- a) The bidder firm should be having minimum 10 years of presence. Documentary evidence shall be submitted for establishing the same.
- b) The bidder firm should have undertaken and successfully completed at least five (05) Internal Audit or Statutory Audit assignments during the last 5 financial years i.e. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 in Indian Companies having turnover not less than Rs. 500 Crore in the respective year. The bidder shall submit letter from previous clients certifying the execution of Internal Audit assignment along with details as per prescribed format.
- c) The average annual turnover of the bidder firm should be at least Rs. 3 Cr (Rs. 2.85 Cr for MSEs) from services in India in the last three financial years i.e. 2022-23, 2023-24 & 2024-25. Certified Audited balance sheets and profit & loss account statements shall be submitted by the bidder.
- d) The bidder firm should be profit making firm in two years out of last three financial years.
- e) The bidder firm should have a valid PAN and registered with GST, and other requirements on taxation/ legal formalities.
- f) The firm should have at least 10 nos. of CA/ICMA qualified employees (with minimum 2 partners) employed with them on its roll, out of which at least 2 should be DISA qualified and minimum 2 Partners should have minimum 10 years practicing experience as Auditor and balance 8 (eight) CA /ICMA should have minimum 5 years of experience. The firm should also have at least 15 nos. of semi qualified Assistant/Articles. CVs of all such employees should be submitted in the bid.

- g) The firm should submit Form-18 of ICAI or Form M-5 of ICMAI for firm.
- h) The bidder firm should have registered office in Delhi-NCR and there must be at least 4 partners/qualified employees stationed at Delhi.
- i) The bidder firm shall submit an undertaking as per prescribed format for no conflict of interest.
- j) The Chartered Accountants/Cost Accountants firm should be well versed in the following areas:
- (i) DIPAM guidelines and other Government of India guidelines.
 - (ii) Knowledge of the Companies Act, 2013, SEBI LODR, Indian rules for Merger and Acquisitions etc., applicable various Tax laws, Indian and International accounting and audit practices etc.
 - (iii) The firm should have experience in audit in ERP environment.
- Undertaking should be submitted by the bidder declaring the same.
- k) The bidder shall submit the undertaking for the following requirements:
- i. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
 - ii. The bidder shall undertake that:
 “In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:
 We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.
 We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.”
 [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]
 - iii. Vendors whose Purchase Order(s) for any Project of TCIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years are not eligible to participate in this tender. The bidder shall submit the undertaking that they are not such a vendor.
 - iv. The bidder should give an undertaking that all the documents/ certificates/ information submitted by them against this NIT are genuine.
 In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period up to 2 years.
 - v. LABOUR LAWS: The bidder shall comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman’s Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.
 - vi. A statement showing clause-by-clause compliance to all terms & conditions of

all the sections of this NIT shall be submitted by the bidder. Alternatively, the bidder may submit No-Deviation Certificate.

1.2 BID SECURITY (EARNEST MONEY DEPOSIT)

EMD amount shall be **Rs 25,000/-** (Rupees Twenty-Five Thousand only). **The validity period of Bid Security / EMD (in any form) should be 120 days.** EMD amount can be submitted in the form of

- Demand Draft (DD) drawn in favour of “Telecommunications Consultants India Limited” payable at New Delhi, or
- Fixed Deposit Receipt (FDR), or
- Bankers Cheque, or
- Electronic transfer (details given in Clause-1.3), or
- Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform, or
- Insurance Surety Bond in the prescribed format.
(BG and Insurance Surety Bond formats given in Section-6).

Details of beneficiary for issue of BG under SFMS Platform is as below:

| | | |
|--|------------------------|---|
| Name of Beneficiary and its Details | Name | Telecommunications Consultants India Limited |
| | Address | TCIL Bhawan, Greater Kailash-1, New Delhi-110048 |
| Name of Beneficiary Bank and its Details | Name | ICICI Bank Limited |
| | Account No | 000705005880 |
| | Address | 9-A PHELPS Building, Connaught Place, New Delhi- 110001 |
| | Unique Identifier Code | TC503394486 (UID to be mentioned in field 7037 of the BG advising message code) |
| | IFS Code | ICIC0000007 |

1.3 BANK DETAILS FOR PAYMENT OF EMD

EMD can also be paid through the following prescribed electronic modes of payment (**UTR No. is to be provided by bidder in the technical online bid**):

- a. Debit card powered by RuPay
- b. Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – **tcil80@ICICI**
- c. Unified Payment Interface (UPI) Quick Response Code: As below.



- d. Bank details for NEFT:

| | | |
|---------------------|-------------|--|
| Name of Beneficiary | Name | Telecommunications Consultants India Limited |
| | Account No. | TCIL58SCM |
| Name of | Name | ICICI Bank Limited |

| | | |
|----------------------------------|----------|---|
| Beneficiary Bank and its Details | Address | 9-A PHELPS Building, Connaught Place, New Delhi- 110001 |
| | IFS Code | ICIC0000106 |

1.4 NOTES FOR EMD EXEMPTION

- a) Micro & Small Enterprises (MSEs) (for 'Goods' and 'Services' tenders only) and Start-up Enterprises are exempted from the payment of EMD.
- b) To avail benefits prescribed in the tender for Start-up Enterprises, the bidder shall submit their registration certificate issued by DIPP/DPIIT. Non-submission of requisite proof shall be treated as non-Start-up Enterprise bid.
- c) To avail benefits prescribed in the tender for Micro & Small Enterprises (MSEs), the bidder shall submit Udyam Certificate for item/services (mentioned in this NIT) along with a certificate from their Statutory Auditors certifying the amount of investment in plant and machinery by Micro and Small Enterprise in accordance with provisions of MSMED Act 2006 to be read with notifications No SO 2119(E) dated 26.06.2020. Non-submission of requisite proof and certificate from statutory auditors shall be treated as non-MSE bid.
- d) Traders/ resellers / distributors/ authorized agents will not be considered for availing benefits under MSME Act 2006 and PPP Policy 2012, as per MSE guidelines issued by MoMSME.
- e) MSEs who are manufacturer of Goods/ Items and provider of Services, need to ensure that ALL delivered Goods/items and Services of the NIT are listed in their Udyam certificate. Partial listing of Goods/Services in the certificate shall render MSEs ineligible for benefits.
- f) The bids submitted without bid security or inadequate bid security fees will be rejected. No interest shall be payable on bid security amount.
- g) If bid security is submitted as BG/DD, it should reach the office of Tender Issuing/ Accepting Authority within the last date & time stipulated for bid submission in the tender and timelines as per GeM GTC.
- h) The EMD of unsuccessful bidder shall be returned as promptly as possible, but not later than 30 days after expiry of the bid validity period.
- i) The Bid Security may be forfeited if:
 - (i) If the bidder withdraws its bid during the period of bid validity or
 - (ii) Fails or refuses to execute the contract, if required; or
 - (iii) The successful bidder fails to submit performance security within the prescribed time; or
 - (iv) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

1.5 EVALUATION

- a) TCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only.
- b) A bid determined as substantially non-responsive technically/financially shall be rejected, even after opening the price bid.
- c) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- d) **Technical Bid Evaluation**
In the first stage, only the technical bids would be evaluated. TCIL will undertake a detailed evaluation of the technical bids. In order to evaluate the bids, TCIL will examine the information supplied by the bidders in their technical bids. Each technical

bid will be assigned a technical score out of a maximum of 100 as per the criteria specified below in Table-A. **Minimum technical score to qualify for financial bid opening shall be 60.** TCIL's decision in this regard shall be final & binding.

e) **Financial Bid Evaluation**

The financial bids of only those bidders will be opened who qualify the technical evaluation.

Note:

Information relating to the examination, clarification, evaluation and comparison of bids shall not be disclosed to bidders or any other persons not officially concerned with such process till the evaluation process is completed. Any attempt by a bidder to influence the bid evaluation or award decisions may result in the rejection of its bid.

| SL. | EVALUATION CRITERIA | MAXIMUM SCORE |
|----------|--|-----------------|
| A | FINANCIAL CAPABILITY Average annual turnover of the bidder in the last three (3) Financial Years from services in India | 20 MARKS |
| | A \geq Rs. 3.0 Cr (Rs. 2.85 Cr for MSEs) | 10 Marks |
| | B \geq Rs. 5.0 Cr (Rs. 4.75 Cr for MSEs) | 15 Marks |
| | C \geq Rs. 7.0 Cr (Rs. 6.65 Cr for MSEs) | 20 Marks |
| B | PAST EXPERIENCE OF THE FIRM The firm should have undertaken and successfully completed Internal Audit or Statutory Audit assignments in an Indian Company having turnover not less than Rs. 500 Cr in last during last 5 Financial years. | 30 MARKS |
| | Number of Projects: | |
| | A \geq 5 projects | 10 Marks |
| | B \geq 10 projects | 15 Marks |
| | Extra Points: if firm has completed internal audit/ Statutory Audit assignment for any PSU Company having turnover more than Rs. 500 Cr in respective year, during last 5 years. | 5 Marks |
| | Extra Points: if firm has done at least 3 internal audit assignment for any EPC Company having turnover more than Rs. 500 Cr in respective year, during last 5 years. | 10 Marks |
| C | KEY PERSONNEL PROPOSED FOR PROJECT The firm should have at least 10 nos. of CA/ICMA qualified employees (with minimum 2 partners) employed with them on its roll, out of which at least 2 should be DISA qualified and minimum 2 Partners should have minimum 10 years practicing experience as Auditor and balance eight CA /ICMA should have minimum 5 years of experience. The firm should also have at least 15 nos. of semi qualified Assistant/Articles. | 20 MARKS |
| | A \geq 10 nos. of CA/ICMA qualified employees and 15 nos. of semi qualified Assistant/Articles. | 10 Marks |
| | Extra Points: 1 point for each Partner (above the min. criteria of 2 Partners) | 11-20 Marks |

| SL. | EVALUATION CRITERIA | MAXIMUM SCORE |
|--------------|---|------------------|
| D | APPROACH & METHODOLOGY Approach & Methodology proposed by the bidder in the technical proposal and technical presentation. <ul style="list-style-type: none"> • Understanding of the audit process and its objectives. • Overall approach and its responsiveness to the audit objective. • Methodology to be adopted. • Audit Plan with milestone and timelines • Organization and Staffing The schedule and venue for technical presentation shall be communicated later to the bidders | 30 MARKS |
| TOTAL | | 100 MARKS |

f) **QCBS SELECTION CRITERIA:**

A final combined score will be arrived at by applying relative weightage score of technical bids (70% weightage) & financial bids (30% weightage). The proposal with highest weighted combined score shall be selected for initially one year term. Subsequently, based on satisfactory performance, extension may be provided with the approval of competent authority.

Example of QCBS (TCIL-Procedure) is given here under:

| Bidder | Technical Score (Assumed) X | Financial Bid (Assumed) Y | Financial Score A= (Y'low/Y x30) | Technical Score B= (X/X'high x70) | Total Score (A+B) |
|--------|-----------------------------|---------------------------|----------------------------------|-----------------------------------|-------------------|
| A | 90 | 7,00,000/- | 25.71 | 70 | 95.71 (H1) |
| B | 80 | 7,00,000/- | 25.71 | 62.22 | 87.94 |
| C | 60 | 6,00,000/-(L1) | 30 | 46.67 | 76.64 |
| D | 70 | 8,00,000/- | 22.5 | 54.44 | 76.94 |

As above case, Bidder 'A' will be selected on the basis of highest score as per QCBS method.

Note-1: In case of highest score is similar of more than one bidder, the highest turnover in FY 2024-25 shall be used for short listing the successful bidder.

Note-2: Estimated Cost: The estimated cost is Rs Twelve Lakhs (incl. GST) and bid quoted below 90% value of estimated cost will be rejected.

1.6 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days, after the date of bid opening. The bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity if same is extended by end client and accordingly, the bid security shall also be suitably extended by the bidder.

1.7 NON-DISCLOSURE AGREEMENT (NDA)

Selected bidder shall sign an NDA with TCIL on a non-judicial stamp-paper of Rs. 100, in the prescribed format (Section-14).

1.8 AUTHORIZATION LETTER / BOARD RESOLUTION

The bidders need to submit board resolution along with authorization letter in Online mode authorizing the signatory to act on behalf of the bidder. The authorized person should be either authorized by Board or an employee authorized by one of the following persons who has the Board Resolution to delegate authorization to other:

1. Managing Director
2. Chief Executive Officer
3. The Manager
4. Company Secretary
5. Whole-time director
6. Chief Financial Officer

1.9 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that TCIL may verify authenticity of all the documents/ certificates/ information submitted by them against the NIT. If it is established at any stage of the process that bidder has submitted forged documents/ certificates/ information towards fulfillment of any of the tender/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract and forfeit Bid Security/ Performance Security submitted by the bidder, and debar them from participation in future tenders of TCIL for a period up to 2 years.

1.10 CLARIFICATION FROM BIDDERS

Queries may be asked from bidders for submitting shortfall documents, which will have to be submitted by the bidder within specified date and time. Also, each document submitted against such queries should be signed by the authorized bid signing authority (Clause-1.10) , without which the documents will not be accepted as valid.

1.11 REGISTRATION OF MSE VENDORS

All MSE bidders may be registered on TReDS platform (<http://www.rxil.in>) and MSME-SAMADHAAN portal. Participating MSE bidders shall submit an undertaking regarding the same.

1.12 The bidder must ensure that their bid is complete in all respects and conforms to tender terms and conditions, failing which the bids are liable to be rejected without seeking any clarifications on any exception/ deviation taken by the bidder in their bid.

1.13 TCIL reserves the right to accept or reject any or all the bidss without assigning any reason.

1.14 CONTACT INFORMATION

IA Division: Sh. Chanchal Nandi, Jt. General Manager
Telephone: 011-26202366
e-mail: chanchal.nandi@tcil.net.in

SCM Division: Ms. Mukta Singh, Jt. General Manager
Telephone: 011-26202474
e-mail: mukta@tcil.net.in

END OF SECTION-1

SECTION-2**GENERAL CONDITIONS OF CONTRACT****2.1 FINANCING OF TRADE RECEIVABLES OF MSE'S THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM**

- a) Based on the initiatives of government of India to help MSME vendors get immediate access to liquid fund based on TCIL's credit rating by discounting MSE's trade receivables through an auction mechanism where multiple financiers can participate and bid, TCIL registered itself on TReDS platform with M/s RXIL.
- b) Micro and Small Enterprise (MSE) bidders / vendors can avail this benefit by registering themselves with M/s RXIL providing e-discounting/electronic factoring services on its TReDS platform and following the procedures defined therein.
- c) All costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Bidders / Vendor.
- d) MSE Bidders / Vendor hereby agrees to indemnify, hold harmless and keep TCIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the RXIL's TReDS Platform or from the use of Services or from the TCIL's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- e) TCIL shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using facilities on RXIL's TReDS platform.

2.2 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES – Not applicable**2.3 PURCHASE PREFERENCE: MAKE IN INDIA – Not applicable****2.4 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

The bidder shall offer and supply only those product(s)/ goods/ equipment(s)/ software(s) under this tender/ contract which are in compliance with Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD dated 23-07-2020 (as amended from time to time). (ref. <https://dpiit.gov.in/policy-guidelines-andforms>)

- 2.4.1 Bidder who is found violating these directions/ guidelines of Govt. of India or any other guidelines in this regard shall be liable to face action from TCIL, which may include non-award of work, cancellation of contract, rejection of goods supplied, getting the work done at risk & cost of the bidder, forfeiting the Performance Security, banning for future work for a period up to **five (5) years** or any other action as deemed fit.

2.5 RISK PURCHASE

- a) In case, the sub-contractor/ Supplier is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of non-

- performance by a particular date/period, the contract shall be terminated and the work/project will be executed (through a third party) at the risk and cost of the said sub-contractor/ supplier as per the terms of the contract.
- b) On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the sub-contractor/supplier. Along with this notice of termination, intimation shall be sent to the said sub-contractor/supplier for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the sub-contractor/supplier fails to turn up on an appointed date for joint preparation of inventory, in that situation he shall be proceeded ex parte and the inventory shall be prepared by TCIL/Employer and the same be sent to the sub-contractor/supplier.
 - c) Further at the time of award of work to another sub-contractor/ Supplier, if the work is awarded at an additional cost than the original sub-contractor/ Supplier, another notice may be issued to the original sub-contractor/ Supplier specifying that the work has been awarded to another agency at the additional cost of such and such amount, and he is liable to pay that amount to TCIL.
 - d) Demand notices may be sent to the original sub-contractor / supplier from time to time.

2.6 GENERAL LIEN / SET-OFF

- a) Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at any time thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.
- b) Any some of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

2.7 REPEAT / ADD-ON ORDER

- a) In exceptional situation where the requirement is of an emergent nature, the purchaser reserves the right to place repeat order up to 50% of the value of goods and services contained in the running tender/contract within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- b) Further if required, an additional order for 50% of the value of the goods & services limited to 100% of the value of goods and services contained in the running tender/contract may be placed within a period of twelve months from the date of commissioning/ commercialization of the project (date of acceptance of APO of the items procured in case where no installation, commissioning is involved) on the existing vendors at the same rate or a rate negotiated (downwardly) considering the reasonability

of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

2.8 PURCHASERS RIGHT TO VARY QUANTITIES

TCIL will have the right to increase or decrease up to 25% of the value of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

2.9 FORCE MAJEURE

The supplier shall be exempted from the responsibility for any non-performance arising from a case of force majeure or act of God, hereinafter called force majeure (a) war and (b) earthquake. If such circumstances should arise, the supplier shall inform the purchaser within 72 hours in writing of the existence of the fact before suspending work without penalty on either side from the period of such suspension not exceeding 3 months. Likewise, it must proceed to inform the end of such fact. As soon as the facts constituting a force majeure cease in their effects, the supplier shall restart or continue the fulfillment of its obligations agreed upon. Should suspension of work as explained above exceed three months, the contract shall be violable at the option of either party without penalty on either side.

2.10 DISPUTE RESOLUTION

- 1) The parties to this agreement/contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU through a “Conciliation and Settlement Mechanism (CSM)” and the detailed guidelines/procedure for such CSM is annexed hereto as **Annexure-A**. That it is understood and agreed between the parties that the CSM annexed as **Annexure-A** with the present agreement forms and shall be treated as part and parcel of the present agreement.
- 2) In cases, wherein the contract value/price is less than or equal to Rs. 5 crore (Rupees Five Crore) and the parties fail to resolve such disputes through the conciliation proceedings as provided in sub- clause ‘1’ above, then and only then, the dispute shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre (“IIAC”) in accordance with the India International Centre (Conduct of Arbitration) Regulations (“IIAC Regulations”) for the time being in force, which regulations are deemed to be incorporated by reference in this clause.. The place/seat of the arbitration proceedings shall be New Delhi, India and the language of the arbitration shall be English. The Tribunal shall consist of one Arbitrator. The Law governing the Arbitration agreement as well as the contract shall be Indian Law.
- 3) For all the contracts other than those mentioned in sub-clause ‘2’ above, the matter shall not be referred to arbitration at all and such disputes, on failure of conciliation proceedings in sub-clause ‘1’ above, shall be resolved under the mechanism provided by the State in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.
- 4) The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
- 5) The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under the above clauses.

For Public Sector Undertaking / Government Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Center Enterprise (CPSEs)/Port Trusts inter se and also between CPSEs and Govt. Depts/ organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Dept), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dated 8th December 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

2.11 FALL CLAUSE

- a) The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract
- I. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service

And/or

- II. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension/during rate contract, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

- b) The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as “We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”

In case undertaking as in (b) above is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

2.12 OFFLINE DOCUMENTS

The bidder should submit all the bid documents online as indicated in the Tender schedule. The bidder shall mention the online transaction details (UTR No.) if the EMD is paid through online mode. However, if the EMD is submitted through any other mode (DD/ BG/ FDR/ Insurance Surety Bond etc.), the same shall be submitted in offline mode at the address given below:

JGM (SCM), Room No. 404A, 4th Floor, TCIL Bhawan, Greater Kailash-I, New Delhi-48

2.13 BANNING OF NON-PERFORMING VENDOR

In case any of the vendor’s work/PO/agreement is cancelled/terminated by TCIL after award, due to non-performance, the vendor may be banned/blacklisted up to 2 years or action as deemed fit may be taken by TCIL.

2.14 AMENDMENT TO BID DOCUMENTS

- a) At any time, prior to the date of submission of bids, TCIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments, which shall be available on TCIL Website and the e-tendering portal.
- b) In order to give the required time to the prospective bidders, in which to take the amendments into action in preparing their bid, TCIL may at its discretion extend the deadline for submission of bid suitably.

2.15 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by TCIL). If the bidder has mentioned “at actual”, “extra”, “to be given later” etc. or left blank against the prices of any of the line items of the price BoQ, then the charges for the such items shall be considered as “Zero” and the same shall be a binding on the bidder.

2.16 MODIFICATION AND WITHDRAWAL OF BIDS

- a) Bid withdrawal/modification shall not be allowed after end date and time of bid submission.
- b) Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender or as extended, may result in the forfeiture of the bid security. Such defaulting bidder is liable to be debarred from participating in future bids for a period of up to 2 years.

2.17 CLARIFICATION OF BIDS

During evaluation of bids, TCIL may at its discretion ask the bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price of substance of the bid shall be sought or permitted.

2.18 TERMINATION FOR DEFAULT

- a) TCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
 - if the supplier fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by TCIL.
 - if the supplier fails to perform any other obligation(s) under the contract;
 - if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as TCIL may authorize in writing) after receipt of the default notice from TCIL.
 - Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

- b) In the event TCIL terminates the contract in whole or in part pursuant to above clause, TCIL may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to TCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.

2.19 **TERMINATION FOR INSOLVENCY**

TCIL may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TCIL.

- 2.20 If at any time, any wrong information/ document related with eligibility of the bidder or non-compliance to any terms and conditions of tender comes to the knowledge of TCIL, then TCIL reserves the right to cancel or reject the bid of such bidder or cancel the tender or take any other action as deemed fit in accordance with EOI/ tender terms and conditions.

2.21 **ADDITIONAL CLAUSES FOR DEBARMENT**

- A. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **three (3) years** if he has been convicted of an offence as under:
- a) under the Prevention of Corruption Act, 1988; or
 - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- B. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding two (2) years if the following code of integrity as per rule 175 of GFRs 2017, is breached:
1. prohibition of
 - a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

- g) Obstruction of any investigation or auditing of a procurement process.
 - h) making false declaration or providing false information for participation in a tender process or to secure a contract;
2. disclosure of conflict of interest.
 3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (1) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- C. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding two (2) years if the following is breached:
- (i) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - (ii) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Security in accordance with the terms and conditions (including timelines for furnishing Performance Security) of this tender.
 - (iii) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- D. The debarment in all cases shall be automatically extended to all its allied firms. In case a Joint ventures/ Consortium is debarred, all partners shall also stands debarred for a period specified in debarment order. The names of partners should be clearly specified in the debarment order.

END OF SECTION-2

SECTION – 3**SPECIAL CONDITIONS OF CONTRACT**

(In case clauses/ sub-clauses have any difference mentioned in this tender at different places, the conditions mentioned in Section-3 shall prevail.)

3.1 PAYMENT TERMS

- a) No advance payment will made.
- b) Fee for internal audit shall be paid on quarterly basis after completion of discussion on the report and after the approval of internal audit report by Audit Committee. Payment will be released as per the milestone table.
- c) All payment shall be made after deduction of applicable penalties (if any) and deduction of taxes (as applicable).
- d) Payment of GST shall be reimbursed upon submission of valid proof of GST deposit with the Government, such as GSTR-3B and GSTR-2A filings.

3.2 PERFORMANCE SECURITY

- a) The bidder will submit performance security for a value of 5% of the contract value within 15 days from the date of the contract, and it shall be valid for 60 days beyond contract period.
- b) PBG can be submitted in the form of:
 - Fixed Deposit Receipt (FDR), or
 - Bankers Cheque, or
 - Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform, or
 - Insurance Surety Bond in the prescribed format.
(BG and Insurance Surety Bond formats given in Section-12).

| | | |
|--|------------------------|---|
| Name of Beneficiary and its Details | Name | Telecommunications Consultants India Limited |
| | Address | TCIL Bhawan, Greater Kailash-1, New Delhi-110048 |
| Name of Beneficiary Bank and its Details | Name | ICICI Bank Limited |
| | Account No | 000705005880 |
| | Address | 9-A PHELPS Building, Connaught Place, New Delhi- 110001 |
| | Unique Identifier Code | TC503394486 (UID to be mentioned in field 7037 of the BG advising message code) |
| | IFS Code | ICIC0000007 |

- c) The proceeds of Performance Security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor. Recovery/adjustment due to LD or any other loss to TCIL shall be in addition to point (e).
- d) The Performance Security will be discharged by TCIL after completion of supplier's obligations, including any warranty obligations, under the contract.

- e) Failure of the successful bidder to submit the Performance Security or bidders' failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the award / cancellation of the award of work and forfeiture of the Bid Security / Performance Security. Additionally, TCIL reserves the right to debar such defaulting bidder from participating in future bids for a period up to 2 years.

3.3 ACCEPTANCE OF DELAYED PERFORMANCE SECURITY

- a) Performance Security shall be submitted within 15 days from the date of LOI/PO/contract (whichever is earlier). In the event of a delay in submission of Performance Security beyond the stipulated timeline, the Purchaser/Procuring Entity may, at its sole discretion, accept the delayed submission under the following conditions:
- i. The vendor provides valid justification for the delay in writing, which is deemed acceptable by the Purchaser.
 - ii. The vendor submits a request for extension before the expiry of the original deadline.
- b) If the delayed Performance Security is accepted, the Purchaser reserves the right to take following actions:
- i. Withholding the payments due to the vendor under any other LOA/PO/WO/Agreement, until compliance is ensured.
 - ii. Any other remedial measures as deemed appropriate.
- c) If the Performance Security is not submitted within the extended period, the Purchaser may initiate other actions as per the tender/EOI terms, including termination of the contract.
- d) The decision of the Purchaser regarding the acceptance or rejection of delayed Performance Security shall be final and binding.

3.4 TIMELINE FOR ASSIGNMENT

The time schedule of Internal Audit shall be as under:

| Sl. | Particulars | 1 st Quarter | 2 nd Quarter | 3 rd Quarter | 4 th Quarter |
|-----|-----------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 1 | Commencement of Audit | 1 st July | 1 st Oct. | 1 st Jan | 1 st Apr. |
| 2 | Draft Report | 15 th July | 15 th Oct. | 15 th Jan. | 15 th Apr. |
| 3 | Compliance of Report | 22 nd July | 22 nd Oct. | 22 nd Jan. | 22 nd Apr. |
| 4 | Final Report | 25 th July. | 25 th Oct. | 25 th Jan. | 25 th Apr. |

3.5 PERIOD OF CONTRACT

The period of contract shall be for one (01) year i.e., for FY 2026-27 which may be extended for one more year (i.e., FY 2027-28) on satisfactory performance of the bidder, on the same terms & conditions and audit fees.

3.6 TERMINATION OF CONTRACT

The contract can be terminated at any time during the contract period by giving one (01) month notice to the service provider.

3.7 PENALTY FOR DELAY IN COMPLETION OF WORK

Penalty for delay in work completion, wherever referred under this tender/PO, shall mean and refer to the amount, which the supplier agrees to pay in the event of delay in delivery of services, breach of contract etc. as the case may be.

- a. The date of delivery of the services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of penalty in terms of Clause b below.
- b. While granting extension of delivery period for services, the penalty shall be levied as follows:

Should the supplier fail to provide services within the stipulated time, the purchaser shall be entitled to levy penalty @0.5% of the value of the purchase order for each week of delay or part thereof or a period up to 8 (Eight) weeks and thereafter @ 1.0% of the value of the purchase order for each week of delay or part thereof or another 8 (Eight) weeks of delay

3.8 TAXES (GST)

GST invoice / Debit Note / Credit Note:

- a. It shall be the responsibility of Bidder / Supplier / Contractor / Vendor to raise Tax Invoice (e-invoice wherever applicable) as per the provisions of GST Laws and send to TCIL promptly.
- b. The Bidder / Supplier / Contractor / Vendor shall ensure that Tax Invoice contains all the requirements as per GST Law from time to time, for e.g. E-Way bill along with transportation details etc., wherever applicable. TCIL GST Number to be mentioned on the Invoices as advised by TCIL, etc.
- c. The Bidder / Supplier / Contractor / Vendor shall ensure to issue Debit / Credit Note (wherever applicable) as prescribed under GST Act and send to TCIL within the prescribed time limit. All documents should be received well in advance so as to enable TCIL to claim eligible credit.

GST Compliances:

- d. The Bidder / Supplier / Contractor / Vendor shall ensure
 - To issue Tax Invoice / Debit Notes / Credit Notes to enable TCIL to claim tax benefit on or before the stipulated time period provided by the GST law.
 - To file its GST Returns (GSTR – 1 and GSTR – 3B) within the time limits prescribed in GST Laws with all Debit and Credit Note details, so as to ensure availing ITC Credit of GST by TCIL.
 - To declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc.
 - To issue all Tax Invoices / Debit Notes / Credit Notes to the registered premise of TCIL for availing of credit and ensure that the place of supply as per GST law is same as registered premise of TCIL.
- e. The Bidder / Supplier / Contractor / Vendor shall ensure to keep its GST Numbers active at all times and in case the same is blacklisted, cancelled or blocked etc by GST Authorities, the same needs to be promptly intimated to TCIL.

Tax Indemnity:

- f. There should not be any loss of ITC of GST to TCIL due to default of bidder. In case of any financial loss including interest, same will be recovered from the Bidder / Supplier / Contractor / Vendor for delay / non-compliance on the part of the Bidder / Supplier / Contractor / Vendor.
- g. In case, the eligibility of ITC of GST is questioned or denied to TCIL on account of default by the Bidder, the same would be recovered by TCIL from the Bidder / Supplier / Contractor / Vendor.
- h. No payment shall be made by TCIL against Performa Invoice issued by Bidder / Supplier / Contractor / Vendor. Payment will be made only against Valid Tax Invoice as per GST Laws.
- i. In case of delay in deposit of Tax & filling GSTR-1 by the Bidder / Supplier / Contractor / Vendor, the input tax credit will not be available to TCIL and as a result TCIL to pay the total output tax without availing input tax credit and in such case the financial loss including interest shall be recovered from the Bidder / Supplier / Contractor / Vendor.

Documents:

- j. Self-declaration along with evidence that the Bidder / Supplier / Contractor / Vendor is not blacklisted.
- k. An undertaking from the Bidder / Supplier / Contractor / Vendor that information provided by him is correct and in case of any loss, the Bidder / Supplier / Contractor / Vendor is fully responsible.

3.9 RELEASE OF GST PAYMENT ALONG WITH PAYMENT OF RA BILL

- a) In all projects, where running bill continue to be raised periodically, GST shall be paid along with running bill but amount equivalent to GST of previous RA bill as well as current RA shall be withheld if GST of previous bill is not paid/reflecting at time of payment of next (current) RA bill.
- b) At the time of final bill of the project, GST shall be paid only if payment of all GST dues of the project by vendor is visible in GST portal.
- c) The above shall be applicable for all projects involving payment in multiple trenches (Running bill).

END OF SECTION-3

SECTION-4**SCOPE OF WORK****A. INTERNAL AUDIT SCOPE**

Scope of Internal Audit includes the following areas related to operational Units as well as Projects in India and shall be covered by the Internal Auditors while undertaking the audit assignment in TCIL.

| | |
|------------|---|
| 1. | OPERATIONAL AUDIT |
| | |
| I | INTRODUCTION OF PROJECT / UNIT |
| | Brief of project |
| | |
| II | PROGRESS / IMPLEMENTATION OF PROJECT |
| | (Objective: Delays are properly monitored & controlled) |
| | Project name |
| | Scheduled date of start |
| | Scheduled date of completion |
| | Actual date of completion |
| | % of TCIL's margin |
| | Contract value |
| | Value of work done till date |
| | % of work completed |
| | Bills raised |
| | Bills realized |
| | Bills unrealized |
| | Unbilled |
| | Extensions available up to (with/without LD) |
| | Escalation of cost due to client |
| | Terminations, if any (with reasons & status thereof) |
| | Project monitoring on fortnightly basis and report to the concerned directors |
| | Obtain GANTT chart and MIS report for checking progress of project, if any. |
| | For delay of project, check hindrance register maintained. |
| | Check documents in support of hindrances and action taken in this regard. |
| | Verify any LD clauses invoked if applicable and action taken in this regard to counter the same. |
| | Check reasons of escalation in the cost estimate based on actual expenditure incurred and quantum of impact on profit from the project. Action taken to remedy the situation whether adequate or not. |
| | Customer complaint on failure of contractual obligation on TCIL part and action taken are adequate. |
| | |
| III | MAINTENANCE WORK STATUS/ AGEING (O&M) |

| | |
|------------|---|
| | (Objective: Delays are properly monitored & controlled) |
| | Maintenance period |
| | Date of start of maintenance period |
| | Date of completion of maintenance |
| | Maintenance bills raised till date |
| | Maintenance work contract value |
| | Unbilled maintenance period work |
| | Unbilled maintenance work in rupees |
| | Total bills to be raised |
| | Total bills raised (pkg. wise status- primarily for pmgsy works) |
| | TCIL's security (SD/PBG/FDR) with client |
| | |
| IV | MANPOWER MANAGEMENT |
| | (Objective: No idling of Manpower & adequacy of leave intimation system) |
| | Get composition of staff at project. |
| | Check if the staff is commensurate with size of project as per standard norms. |
| | Check system of leave booking/absentee statement intimated to HQ |
| | |
| V | FUND MANAGEMENT |
| | (Objective: to see there is no idleness of holding funds) |
| | Check if the collection and payments are under CMS, if under CMS check the system of drawl of funds are within authorized limit and limits are fixed on accepted norms basis. |
| | In case the branch does not come under CMS, check that project do not keep excess cash balances and FDRs taken with approval of HQ. or funds remitted back to HQ promptly. |
| | |
| VI | CONTRACTUAL |
| | (Objective: Appointment of Contractors within Accepted Norms and Provision of various Contracts are complied with) |
| | Obtain copy of agreement entered with the client and check salient clauses affecting financial and other obligations. |
| | Obtain List of sub-contractors, consultants and agreement entered with them |
| | Check contractors/consultants' agreement for salient clauses relating to payment terms etc. vis-à-vis actual transactions with them during the audit period. |
| | Check basis of appointment of contractors and verify their records of appointment to see that they satisfy all criteria of selection. |
| | Methodology to appoint subcontractor/service provider to confirm that it is as per provision of purchase manual. |
| | |
| VII | INTERNAL CONTROL |
| | All circulars & guidelines issued by management to be followed. |
| | Assessment of risk involved in all the processes. |
| | |
| 2. | COMPLIANCE AUDIT |
| | STATUTORY COMPLIANCES (PAYMENT OF STATUTORY DUES/ RETURN SUBMISSION ETC.) |

| | |
|-----------|--|
| | Objective: All legal compliances are observed) |
| | checking the correctness of compliance report submitted |
| | Labor cess |
| | Minimum wage act |
| | GST (input, output) |
| | GST TDS |
| | TDS |
| | Stamp Act (if cash payment exceeds Rs. 5000) |
| | All returns to be filed timely (copy of return required) |
| | Interest/ penalty levied |
| | PF |
| | Bonus |
| | Legal Notices (if any) |
| | Status of assessment of taxes and check pending cases with statutory authority with reasons and justifications. |
| | Timely payment to MSME suppliers / vendors (MSME act) |
| | Check that statutory prescribed records/returns such as relating to taxes TDS, GST & etc. for personal & others are maintained and filed in time. |
| | Check pending cases with Statutory Authority. (e.g., VAT, Service Tax, TDS & GST Demand Letters from Departments) |
| | Check proper recovery of taxes and deposit with prescribed authority, if any as per local laws. |
| | |
| 3 | <u>FINANCIAL AUDIT</u> |
| I | HEAD QUARTER |
| | |
| i | INVESTMENT OF SURPLUS FUNDS |
| | (Objective: to see there is no idleness of holding funds) |
| | To see that investment of surplus funds is made as per guidelines issued by Ministry of finance/Department of Public Enterprises from time to time. |
| | Check if the collection claims and payments are received under CMS. |
| | To see that directives of audit committee/board regarding CAR of banks in which investment is made is followed. |
| | To see that fund position is reviewed periodically with reference to balance with banks in countries abroad. |
| | Verifies the fixed deposit register to see that this is kept up to date on day-to-day basis and head office control account & remittance accounts are reconciled periodically. |
| | To see that surplus funds are not kept in current account. |
| | To report idling of funds if any. |
| | To check whether new avenues giving higher yields and within norms are being tapped. |
| | Comparison of rates of returns with private sector banks and new avenues. |
| | Suggesting use of technologies for efficient cash management system. |
| | |
| ii | TREASURY MANAGEMENT |

| | |
|------------|--|
| | It is examined that there is adequate security for the cash, cheques, unused receipt books and other valuables; |
| | It is examined that cash cover is taken for cash in transit and cash-in-safe, as well as fidelity guarantee in respect of the employees handling cash. |
| | |
| iii | FIXED ASSETS |
| | (Objective: Proper records and existence of Fixed Assets) |
| | To see that all assets are capitalized at a cost which is incurred to bring the assets working condition for its use. |
| | All items received are properly examined, counted and accounted for in the books of accounts. |
| | The location of the fixed assets of the company is properly shown in the fixed assets register. |
| | There is a system of marking assets with easily identifiable numbers. |
| | To ensure that physical verification of assets is carried out at least once in a year with representative of internal audit. |
| | |
| iv | HEDGING FOR CURRENCY & MATERIAL PROCUREMENT |
| | Objective: (Payable/Receivable on A/c of foreign currency or commodity are timely hedged) |
| | Check forward cover against foreign currencies are taken in accordance with Market perception. |
| | Booking of Profit/Loss for forward covers is done as per Accounting Standard. |
| | To verify Derivatives planning. |
| | |
| v | ACCOUNTING MATTERS |
| | Recognition of revenue: To ensure that income is booked as per accounting policy for income recognition in respect of the project. |
| | To review the ledger of EMDs given in the form of cash/FDRs to various clients along with tenders. For the purpose to ensure the recoveries of EMD after submission of performance guarantee/award of work to other party in case of unsuccessful bid. |
| | To claim recoverable and advances given to third parties with an objective of its recovery/adjustment within the time prescribed in the agreement. |
| | To see that control accounts are periodically reconciled with projects. |
| | To check Bank Reconciliation Statement periodically and ensure that credit is given by the banks in agreed time and debits regarding commission and charges are made as per agreement. |
| | |
| vi | BILLING AND THIRD-PARTY PAYMENTS |

| | |
|-------------|--|
| | <p>To examine that bills are raised in time as per agreement and are realized in time.</p> <p>To see that project wise bill register is maintained.</p> <p>To test check 3rd party bills to see that system and controls are adequate for verification of claims and payments.</p> <p>To check that statutory prescribed records/returns such as relating to GST, TDS & GST TDS are maintained and filed in time.</p> <p>To check proper recovery of taxes and deposit with prescribed authority.</p> <p>To check clause in agreement with Service Providers are complied with.</p> <p>To check expenditure is within the cost estimates.</p> <p>To check propriety of expenses and basis of appointment of service provider.</p> <p>To ensure that optimum benefit is derived from expenditure and service provider is competent to provide services efficiently.</p> |
| vii | STAFF PAYMENTS |
| | To see staff payments like Medical Reimbursement, Children Education Allowance, LTC Expenses and Traveling expenses are passed and paid as per entitlement of Official/Officer and are in accordance of the rules framed by the company in this regard. |
| viii | DIRECT TAX |
| | <p>To see direct taxes liability, income tax and returns are filed in time and advance taxes are deposited within prescribed. To further see that all available rebates/exemptions have been availed.</p> <p>To monitor the status of assessment and follow up of appeals against assessment orders with Appellate Authority i.e., Commissioner (Appeals) and Income tax Tribunal.</p> |
| ix | SYSTEM AUDIT |
| | To carryout continuously System Analysis / Audit and Value Engineering for further improvement. |
| II | PROJECT |
| i | RECEIVABLES / SUNDRY DEBTORS / BILLING |
| | (Objective: Collection are as per terms & no delay/dispute adequate measures are taken to speed up collection) |
| | > 3 years |
| | > 2 years |
| | > 1 years |
| | Below a year |
| | Unbilled |
| | Not Due |
| | Provisions against bad debts |
| | Bad Debts written off during year (debtors to be reviewed in detail with latest status) |
| | Corresponding creditors |
| | Client wise turnover debtors ratio |
| | LD (deducted by client / imposed on creditors) |

| | |
|------------|--|
| | ECGC and other insurance covers to ensure timely realization of dues. |
| | All deductions by clients to be entered in books of accounts |
| | Close monitoring of outstanding dues on fortnightly basis & report to the concerned director |
| | Timely legal actions taken to realize the old dues in spite of best efforts |
| | Reasons for delay are ascertained and corrective action to realize the bills are adequate. |
| | Check MIS on receivable tally with books and correctly reported. |
| | All the bills realized as per the terms of agreement with clients |
| | |
| ii | BILLING ON CLIENT |
| | (Objective: No delay in raising proper bills on client) |
| | Timely invoicing as per payment terms & conditions of agreements & e-invoicing provisions |
| | Project wise bill register (client vs. sub-contractor with % margin) |
| | Reasons for any delay in billing (if any). |
| | Test check (in depth) of bills raised on client & check that systems & controls are adequate for raising & realization of bills. |
| | Value of work done and bills raised are correctly reported to mis |
| | |
| iii | UNBILLED WORKS |
| | (Objective: No delay in raising Unbilled works on client) |
| | Value of work done |
| | Value of work certified & billed |
| | Value of work certified & unbilled |
| | Value of uncertified work (WIP as on date) |
| | |
| iv | PAYABLES / CREDITORS / BILLS RAISED BY VENDORS & SUB-CONTRACTORS |
| | (Objective: Bills are Passed as per the terms of agreement) |
| | Details of non-moving creditors for 3 years |
| | Test check payments of other sub-contractor & suppliers |
| | Bills / vouchers of creditors pending for payment (matched with books of accounts) |
| | Back-to-back recoveries as per deducted by client |
| | Verification of latest RA bills of all sub-contractors including MB's, PO's / LOI's |
| | Amount of risk and cost (contractor wise) |
| | To check clause in agreement with Service Providers / suppliers / Vendors are complied with. |
| | To check propriety of expenses and basis of appointment of service provider / Supplier / Vendors. |
| | To ensure that optimum benefit is derived from expenditure and service provider / Supplier / Vendors is competent to provide services efficiently. |
| | Basis of Provisions booked |
| | Check Purchase/sub-Contractor Bill Registers are upto date and proper & timely booked in books of accounts |
| | Check MIS on vendor's overdue advances & recoveries and action on same are adequate. |

| | |
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| | Test check in depth sub-contractors' bills to see that systems and controls are adequate for submission & verification of claims / payments including site visits |
| | |
| v | PROFITABILITY |
| | (Objective: Analyzation of Financial Performance of Project) |
| | Profitability as per budgets |
| | Profitability as per books(actual) |
| | % Deviation (actual to budget) |
| | (Copy income chart required |
| | |
| vi | COST ESTIMATE AUDIT |
| | (Objective: EXPENDITURE WITHIN APPROVED COST ESTIMATE to maximize the profitability) |
| | Pre bid cost estimate |
| | cost estimate approved by management (entered & updated in ERP also) |
| | Guidelines & circular for preparation of cost estimate (realistic, logical & scientific & reflecting true scenario of market with due diligence & linked with pre bid cost estimate & etc.) issued by management |
| | timely revision for deviations (actual vs estimates) |
| | separate cost estimate for O&M contracts |
| | (copy of approved cost estimates required) |
| | |
| vii | ADVANCES TO CONTRACTORS / SUPPLIERS |
| | (Objective: To claim recoverable and advances given to third parties with an objective of its recovery/adjustment within the time prescribed in the agreement) |
| | Calculation of interest on interest bearing advances |
| | Recovery / adjustment of advances as per contract / agreement |
| | Close monitoring of advances to sub-contractors to ensure timely suitable actions for recovery |
| | Status to be given along with corresponding credits & provision created for doubtful advances and action taken against defaulting contractors. |
| | |
| viii | ADVANCES FROM CLIENTS |
| | (Objective: Timely adjustment / recovery of Advances given) |
| | Timely adjustment of advance received as per payment terms / contract / agreement in the books of accounts |
| | Statement of advance received & secured |
| | Utilization chart of advance received as per requirement of clients |
| | Statutory compliances (GST) on advance received |
| | Details of cash loss on GST (e.g., advances & etc.) |
| | |
| ix | ADVANCES TO STAFFS |
| | (Objective: Timely adjustment / recovery of Advances given) |
| | Timely submission of bills by staffs against advance received by staffs |

| | |
|-------------|--|
| | Timely adjustment / recovery of advances to staffs in the books of accounts |
| x | INSURANCE COVERAGE / INSURANCE CLAIMS |
| | Objective: Project Manpower, Assets, 3rd Party Liability adequately secured) |
| | Examination of insurance policies {CAR, EAR, WC, Fire & Theft of Assets, Cash (Chest & Fidelity) etc.} as to its adequacy for the project as per terms and that they are nor lapsed and renewed in time. |
| | Any losses at the project whether claim filed with the insurance co.or not progress of recovery from insurance co. |
| | Timely lodging of claims & status of follow-ups of pending insurance claims |
| | To examine claim/settlement ratio of particular Insurance Co. |
| | Beneficiary shall be TCIL to protect the interest of co. |
| | (copy of insurance cover required) |
| xi | BANK GUARANTEES |
| | Bank guarantees expired as on date |
| | Check that guarantee is as per terms. |
| | Bank guarantees renewed as on date |
| | BG confirmation from banks (Through SFMS) |
| | BG to seen physically |
| | Invoked BG & its treatment |
| | BG status updation in ERP |
| xii | ACCOUNTING MATTERS |
| | (Objective: Accounts are kept up to date in all respect & reconciled) |
| | Obtain latest trial balance. |
| | Scrutiny of ledgers |
| | Check that up-to-date entries are passed in book of accounts. (real time accounting) |
| | Test check of payment vouchers. |
| | Check all TK Forms relating to previous closing of accounts are completed. |
| | Cash count certificate as on date |
| | Odd balances of books of accounts |
| | Project wise booking of expenses & profitability |
| | Bank reconciliation statement & verification of its outstanding items |
| xiii | FIXED ASSETS |
| | (Objective: Proper records and existence of Fixed Assets) |
| | Check Proper fixed Assets Register are kept as per prescribed proforma. |
| | Check periodical verification of Assets are carried out and any differences are properly dealt with and reported to H.Q. |
| xiv | SECURITY DEPOSIT (BG/FDR/WITH HELD AMOUNT) WITH CLIENT |
| | Amount security deposit with client |
| | Due date of release of security deposit |
| | Actual date of release of security deposit |

| | |
|--------------|---|
| | FDR's given against security deposit |
| | Amount of security deposit refunded |
| | |
| xv | SECURITY DEPOSIT RECEIVED |
| | Amount security deposit from suppliers / vendors / sub-contractors |
| | Due date of renewing of security deposit |
| | Actual date of release of security deposit |
| | FDRs received against security deposit |
| | Amount of security deposit forfeited |
| | |
| xvi | VOUCHING & VERIFICATIONS |
| | (Objective: VOUCHING TO BE CARRIED OUT TO THE MAXIMUM EXTENT) |
| | |
| xvii | OTHER FINANCIAL OBSERVATIONS |
| | List of tenders issued / awards of works with committee reports including fall clause |
| | Gift, local assets & attendance register |
| | Log books of vehicles |
| | Delegation of financial powers if any exceptions/ deviation to be reported |
| | Follow-up action of last audit report & persisting issues to be discussed |
| | To check whether previous audit reports are adequately replied and acted upon. |
| | Proper books keeping system |
| | All the outstanding queries are reminded for compliance. |
| | Details of project wise out of cash |
| | |
| xviii | LEGAL ACTIONS/ CASES |
| | No. of defaulting contractors |
| | Amount outstanding against defaulting cont. |
| | No. of legal cases ought to be initiated |
| | Status of legal cases |
| | |
| xix | INVENTORY |
| | Objective: Control over Receipt, Issue, Storage is adequate) |
| | Check proper priced stock ledger are kept wherever applicable. |
| | There is adequate internal control for receipt and issue of material. |
| | There is system of physical verification of stock and reconciliation. |
| | Details of inventory & obsolete inventory |
| | To examine whether there is a need to have ABC control of inventory specially in departmental work. |
| | Any shortage or excess are properly dealt with. |
| | |
| xx | PLANT & MACHINERY GIVEN ON RENT |
| | (Objective: Adequate returns on hiring and proper control) |
| | Check proper records are kept for hiring out Plant& Machinery. |
| | Check hiring rates are charged as approved by Management. |
| | Check idleness percentage of those equipment's and reasons for idleness. |

| | |
|-------------|--|
| | Check MIS of hiring out of machines. |
| | |
| xxi | MAJOR EXPENDITURE AUDIT |
| | (Objective: To check major expenditure like Machinery Hiring, Rent, Vehicle Hiring etc. are in order). |
| | Check propriety of expenses and basis of appointment of Service Provider. |
| | Check clauses in agreement with Service Providers are complied with. |
| | Check that expenditure incurred is within the Delegation of Powers of Project Director. |
| | Check expenditure is within the cost estimates. |
| xxii | RISK BASED INTERNAL AUDIT |
| | |
| 4 | <u>INFORMATION SYSTEMS AUDITS</u> |
| | <u>(Objective: IT Resources are used productively and properly secured)</u> |
| | All transactions should be entered in ERP & if any deviations that should be pointed out |
| | Regular back-ups & proper maintenance of data |
| | All software installed are legal and properly authorized. |
| | For other application & operating software version are installed as per company policies. |
| | AMCs are maintained for software & hardware & latest versions of software are installed wherever necessary. |
| | System are adequately secured against viruses. |
| | Check system are physically secured against theft and environment hazards. |
| | Check management policies relating to e-mail (no personal email id's to be used), internet usage etc. are being followed by project. |
| | Check important data of the company on spread sheet or any software are retained in an organized manner for easy reference and use in future. |
| | |
| 5 | <u>SUPPLY CHAIN MANAGEMENT (SCM)</u> |
| | (Objective: to see that procedure prescribed for pre-qualification of vendors for various types of materials are procured by the company through an advertisement has been followed.) |
| | The standing committee for pre-qualifications of vendors is as per monetary limits placed for purchases of material as per purchase manual. |
| | To check the list so prepared is reviewed and kept updated by carrying additions and deletions at regular intervals. |
| | In case of open tenders and limited tenders to examine whether procedure as per purchase manual has been followed. |
| | To check that single tenders are resorted only to those items for which there is no alternative source is available or it is a spare of machinery installed for which as per management decisions, spare is to be used of original supplier only. |
| | To see that no repeat orders are placed beyond the period of six months in case purchases were earlier made on the basis of limited/open tender basis. these are placed only after getting the certificate from user department/material management division to the effect that rates have not gone down for these items on the basis of survey done by them. also repeat orders are restricted to the quantity earlier ordered in the purchase order. |

| | |
|----------|--|
| | To see whether tenders for pre-tie-up of vendors are being issued in time. |
| | To see whether procedure prescribed in purchase manual is being followed. |
| | To see application of liquidated damages for delays. |
| | To examine that yearly rate contracts are entered with the supplier/service provider on the basis of open tender. |
| | To examine orders for material/services are within cost estimates of the project or provision is there in the budget estimates. in case of non-provision or inadequate provision whether approval of competent authority is obtained before placement of order. |
| | On pre-tender tie up or consortium arrangements, analysis of various options available is carried out by divisional head along with the officer of the rank not less than CGM for tie up with reputed company. While analyzing the factors like preference of client, preference of equipment, the market hold the manufacturer sources preference of the funding agency and maintenance service etc. are kept in view. |
| | To confirm that approval of Chairman and Managing Director is accorded for such tie-ups. |
| | Pre tender tie up as transparent manner in the best interest of the organization. |
| | Memorandum Of Understanding for such tie up is in consultation with representative of finance for vetting by legal department is formulated. |
| | To confirm that terms are legally sound and are in the interest of the company. |
| | Any relaxation or waiver off from the purchase procedure is duly approved by CMD with concurrence of D(F) on the recommendation of standing committee. |
| | To see that performance guarantee as prescribed for tender documents is received within reasonable time of intimation of acceptance of tender towards due and proper fulfillment of the contract. |
| | EMD's are received at the scale prescribed in purchase manual and any deviations from these scales are approved by CMD on exceptional basis. |
| | To check that EMD is refunded to successful bidder on receipt of performance guarantee and to unsuccessful tenderers on finalization of tenders/submission of tender. |
| | To see that suppliers supply the material within stipulated delivery period, LD clause is invariably given in the purchase order. |
| | To see that transit insurance is taken invariably from Indian Insurance companies on the basis of rates taken from all insurance companies and on the basis of lowest quoted rates. to further see that in purchase orders, clause is invariably incorporated to make it obligatory on the part of suppliers to make declaration on fax to insurance company directly under intimation to TCIL for dispatches being made, name of the vessel, number of packets and value at 110% for C&F value. |
| | to see that warranties are insisted on back-to-back basis. |
| | to see that all terms regarding inspection and payment terms against purchased material embodied in letter of credit are duly complied with. |
| | To check whether project get material in time in accordance of philosophy of JIT (just in time) and as per execution schedule of project. |
| | To check delays in procuring /placement of purchase orders. |
| | To check system of evaluation of bids. |
| | To check taxation aspect to suggest methods of saving in cost. |
| | |
| 6 | PAYROLL GROUP AUDIT |

| | |
|--|---|
| | Objective: For purposes of audit control, the employees are brought under the following categories:- |
| | Employees on consolidated pay. |
| | Employees deputed from State/Central Govt./Public Sector Undertakings on deputation |
| | Other than those coming under (i) &(ii). |
| | It is ensured that claims of pay and allowances, benefits of leave, provident fund are regulated according to conditions of contract of personnel policy. |
| | All rate changes reflecting promotions, reversion, grant of increments are checked to see that they are processed in accordance with the rules applicable to them approved by competent authorities. |
| | In case of advances it is seen that advance is paid with the sanction of the authority. The personal ledgers of the employees are examined from time to time to see that the PRG Group is regularly affecting recoveries and long overdue advances where regular recoveries are not affected are enquired and reported. |
| | It is ensured that the interest at the appropriate rate is charged and recovered from the employees. |
| | Statutory deductions such as Provident fund, Income Tax etc. are test checked to see that these are being affected in such manner and at such rates as are prescribed under the relevant laws/rules. |
| | Recoveries made from pay rolls for remittances to Government Departments, Statutory Bodies are reviewed from time to time to see that these are properly assessed and remitted regularly and within the due dates to the respective units and in the prescribed manner. |
| | It is checked that fixation of pay is as per pay rules. |
| | It is checked that no payment of House Rent Allowance is made where employee is provided with the Companies accommodation or share accommodation with Spouse/Parents/Children which is provided by Govt. organization. |
| | Ensuring that there is a proper system of checking and reconciliation of unpaid salaries and wages along with their recording in control accounts. |
| | The amount of pay, special pay, personal pay have been arrived as per entitlement in accordance with the rules framed by the management |
| | Pay rolls are checked independently by another person. |
| | To check that no payment is made for unauthorized absence and leave without pay and where absence is on account of authorized leave, leave pay/salary is computed correctly. |
| | The various allowances are drawn and paid correctly as per the rules and rates subject to the conditions laid down by the management from time to time. The eligibility shall be checked in particular in all cases wherever required with reference to duty. |
| | To check on test basis income tax is calculated on income of employees based on the declaration & TDS is deducted and deposited in time and TDS returns are filled in time. To see that Form 16 is given to the employees in time. |
| | Review the procedure for recruitment, determination of employee benefits including bonus, recovery of dues and settlement of employees' accounts including PF & Gratuity |
| | To ensure that Government Rules/Direction and company policy is followed in right spirit. |
| | To see that there is proper sanction of each post operated upon. |
| | To see that total strength do not exceed the required strength. |
| | To ensure the accuracy of closing balances appearing in personal advances of employees. |

| | |
|----------|---|
| | To see whether recruitment is as per sanctioned posts for regular employees and also to see that sanctioned posts are in tune with present requirements taking into account the ever-changing Scenario / Environment. |
| | To check whether contract employees / casual are as per Budget / Project cost estimates. |
| | To check idling /surplus staff and its deployment. |
| | |
| 7 | HRD |
| | SERVICE RECORD |
| | (Objective: To see the following on periodic basis) |
| | Check if the staff is commensurate with size of project as per standard norms. |
| | Check system of leave booking. |
| | Authenticated service records of each employee are available. |
| | Entries in respect of increments/promotions etc. are duly and promptly made in the service card and attested by competent authority. |
| | No alteration is made in the date of birth without the sanction of the competent authority; |
| | The service cards are kept in the safe custody of some responsible person. |
| | Leave records are maintained in the proper form and entries in respect of leave taken is recorded promptly. |
| | To check whether surplus staff is re-trained, retained and re-oriented for effective utilization in productive areas to cover planning issues. |
| | |
| 8 | ADMINISTRATION |
| | (Objective: To see the following on periodic basis) |
| | Examine approvals for hiring office/residential accommodation; |
| | Examine applications/approvals for housing loans and compliance of various requirements by the employees. |
| | Examine contracts awarded for repairs and maintenance of office buildings, air-conditioners etc. |
| | Examine proposals for disposal of furniture and office equipment etc. |
| | Check that residential telephones provided as per norms fixed by the company. |
| | Check whether administration has obtained all necessary hypothecation deeds/comprehensive Policy in respect of vehicles for which company has given loans |
| | |
| 9 | PERSONNEL |
| | Examine maintenance of leave records and test check with reference to approved leave applications. |
| | Check maintenance of LTC entitlement records with reference to LTC availed as per approved applications/cancellations of LTC. |
| | Examine whether Govt. directives on intimation of vacancies to employment Exchange etc. are complied with at the time of outside recruitment. |
| | Examine whether company's policy regarding advertising vacancies for recruitment is compiled with. |
| | Examine whether the Govt. directives with reference to Scheduled Caste/Tribe etc. have been complied with. |

| | |
|--|---|
| | Examine whether selection is done by a duly constituted committee and approved by competent authority as per company's policy. |
| | Examine whether the employee strength is within the sanctioned strength, grade wise. |
| | To ensure that employees are appointed as per government guidelines and according to company's policies in a transparent and unbiased manner. |

Audit needs to be done Units wise (units as maintained in ERP System). List of units (as maintained in ERP) is attached herewith. Some of the units are located other than HQ. List of Major locations other than HQ, where audit needs to be conducted is also attached. List of units and locations is indicative only and may change according to TCIL's requirement.

Note:

1. Out of pocket expenses will be reimbursed only to the extent of travelling expenses for outstation audit as per TCIL policy. Other than travelling expenses for outstation audit no other out of pocket expenses shall be reimbursed. No travelling/conveyance expense shall be reimbursed for audit conducted at Delhi/NCR. Air travel expenses, if required, will be reimbursed only to the partner of the firm.
2. Assignment of work in FY 2027-28 is only subject to satisfactory performance of FY 2026-27.
3. If progress/performance of the audit team is not found satisfactory, TCIL management reserves the right to terminate the appointment of the Firm.
4. The audit firm, along with its subsidiaries / JVs, may be debarred from getting any assignments in TCIL in future, in the following cases:
 - a. If the firm secures the contract on the basis of misrepresentation of information or mis-statement of facts at the time of submission of bids.
 - b. If the audit firm is found to have sub-contracted the work.
 - c. If the audit firm does not take-up audit in terms of the appointment letter/PO.
 - d. If the audit firm does not submit the Audit Report, complete in all respects, in terms of the appointment/PO

List of Units

| Project Incharge | Co Code | Company Name/ Division | Priority (A/ B/ C) |
|-------------------------|----------------|--------------------------------|----------------------------|
| CGM (F&A) | 100 | Head Quarter(LPF) | Once in a year |
| CGM (F&A) | 100 | Head Quarter(PRG) | Twice in a year |
| CGM (Bkg.) | 100 | Banking | Twice in a year |
| GM (IT) | 100 | IT Division | Once in a year |
| GM (Tax) | 100 | Tax Division | Twice in a year |
| VP (SCM) | 100 | SCM | Once in a year |
| ED (HR & Admin) | 100 | HR & Admin-HQ | Once in a year |
| ED (HR) | 100 | Legal Division | Once in a year |
| ED (DC&CS) | 106 | IT Division | A |
| ED (DT) | 172 | Smart Classroom Project-MH | B |
| ED (DT) | 104 | Wire Line Business | B |
| ED (DT) | 108 | BCN Division | A |
| ED (DT) | 193 | Digital Transformation Project | B |
| ED (DT) | 513 | PAN Africa | B |

| | | | |
|--------------|-----|--|---|
| ED (ET) | 189 | ED IT&T-II Division | B |
| ED (ET) | 109 | DGLL Division | B |
| ED (ET) | 138 | PGCIL J&K Project | B |
| ED (ET) | 155 | BBNL project | B |
| ED (ET) | 161 | MahaNet - I Project | B |
| ED (ET) | 163 | KFON PMA Project | B |
| ED (ET) | 167 | Wireless Infrastructure | B |
| ED (ET) | 177 | Alt. Tel. Submarine ANI Project | B |
| ED (ET) | 178 | In-Building Solution Project | B |
| ED (ET) | 181 | Drive Test-NER Project | B |
| ED (ET) | 185 | BSNL IPMPLS Project | A |
| ED (ET) | 170 | KLI PROJECT | C |
| ED (Telecom) | 140 | Defence Uttarakhand Office | B |
| ED (Telecom) | 141 | Defence UP Office | B |
| ED (Telecom) | 142 | Defence Rajasthan Office | B |
| ED (Telecom) | 145 | NAVY - Northern Zone | B |
| ED (Telecom) | 146 | NAVY - Western Zone | B |
| ED (Telecom) | 147 | NAVY - Eastern Zone | B |
| ED (Telecom) | 148 | NAVY - Southern Zone | B |
| ED (Telecom) | 159 | APFSL | B |
| ED (Telecom) | 162 | T-Fiber | B |
| ED (Telecom) | 187 | IT&T-III Division | A |
| ED(Civil) | 122 | UPRRDA Office | B |
| ED(Civil) | 125 | ESIC Project | B |
| ED(Civil) | 127 | Rajasthan Office | B |
| ED(Civil) | 134 | REC | B |
| ED(Civil) | 144 | Meghalaya Office | A |
| ED(Civil) | 150 | TPICA Project | B |
| ED(Civil) | 152 | TTC-Chhattisgarh Tourism Board- Project | B |
| ED(Civil) | 156 | Airport Authority of India Project | B |
| ED(Civil) | 158 | NVS Haryana | B |
| ED(Civil) | 164 | NVS- J&K WORKS PROJECT | A |
| ED(Civil) | 165 | Northeast NVS Project | B |
| ED(Civil) | 166 | Eklavya School Project- North East | B |
| ED(Civil) | 169 | EMRS PROJECT | A |
| ED(Civil) | 171 | FSCL PROJECT | B |
| ED(Civil) | 173 | Civil-Mizoram Unit | B |
| ED(Civil) | 174 | IIM Lucknow | B |
| ED(Civil) | 175 | Civil-Tripura Unit | B |
| ED(Civil) | 176 | Civil-Assam Unit | A |
| ED(Civil) | 182 | NIT-Delhi Project | A |
| ED(Civil) | 183 | Rajasthan-NVS Projects | B |
| ED(Civil) | 184 | PFC-CSR Project | B |
| ED(Civil) | 186 | EV Charging Station Project | B |
| ED(Civil) | 188 | Civil Misc. Projects - HQ | B |
| ED(Civil) | 190 | Smart Class Projects-UPECL | B |

| | |
|---------------|--|
| Miscellaneous | As and when New Projects are awarded the same will also be covered for Audit |
|---------------|--|

Definitions of Category

- A Projects more than Rs. 50 Crs.
 B Other than A & C
 C Projects which are Closed, Under Arbitration, Slow movement

| List of Location/offices of TCIL | |
|---|-------------------------------|
| Sl. | Location |
| 1 | TCIL Raipur, Chhattisgarh |
| 2 | TCIL Guwahati, Assam |
| 3 | TCIL Jaipur, Rajasthan |
| 4 | TCIL Ranchi, Jharkhand |
| 5 | TCIL Jammu, Jammu and Kashmir |
| 6 | TCIL HQ, Delhi |

**For Category-A & B: audit is to be done half yearly and one Physical visit is to be done to outstation site. For Category -C: (Annual Audit), if required only 1 physical visit is to be done to outstation site.

END OF SECTION-4

SECTION-5**PROJECT EXPERIENCE**

| S. No | Item | Details |
|--|--|----------------|
| General Information | | |
| 1 | Customer Name/Government Department | |
| 2 | Name of the Contact Person and Contact details for the Project | |
| Brief Description of scope of Project | | |
| Size of the Project | | |
| 3 | Contract Value of the Project (in crore) excluding taxes | |
| 4 | Contract Value of the Project (in crore) including taxes | |
| Project Details | | |
| 5 | Name of the Project | |
| 6 | Start Date & End Date | |
| 7 | Current Status (work in progress in %, completed) | |
| 8 | Contract Tenure | |
| 9 | Type of Project | |

END OF SECTION-5

SECTION – 6**BID SECURITY / EARNEST MONEY DEPOSIT (EMD) FORMATS****A. BANK GUARANTEE (BG) - EMD FORMAT**

Whereas (hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated KNOW ALL MEN by these presents that WE OF Having our registered office at (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (i) fails or refuses to execute the Contract, if required; or
 - (ii) The successful bidder fails to submit performance security within the prescribed time or
 - (iii) The proceeds of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract / PO / tender by the vendor.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Address of witness

Signature of the Bank Authority

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. of Branch

B. INSURANCE SURETY BOND – EMD FORMAT

(To be stamped in accordance with Stamp Act of India)

(TO BE ISSUED FROM A DELHI BRANCH)

This BOND is made as a deed AMONG the following parties

The “Bidder” as contractor..... (name and address)

The “Surety Insurer” as guarantor (name and address) and “Purchaser” as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash -I, New Delhi 110048

Whereas (hereinafter called “the Bidder”) has submitted its bid dated for the vide Tender No. dated

KNOW ALL MEN by these presents that We Of Having our registered office at (hereinafter called “the Surety Insurer”) irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents and the RFP Document by the Bidder and are irrevocably and unconditionally bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) to the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Surety Insurer binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - i. Fails or refuses to execute the Contract, if required; or
 - ii. The successful bidder fails to submit performance guarantee / security within the prescribed time.
or
 - iii. The proceeds of Surety Bond (EMD) shall be payable to TCIL in case of breach of any of the terms and conditions of the tender by the bidder.

We, the Surety Insurer, undertake to immediately and forthwith pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

This Surety Bond will remain in force up to and including THIRTY (30) days after the period of bid validity and any demand in respect thereof should reach the Surety Insurer not later than the specified date/dates. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder and the Surety Insurer shall not be

released from its liability under these presents by any exercise by the TCIL of the liberty as aforesaid or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.

The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

Name & Signature of witness

Signature of the authorized Surety Insurer

Address of witness

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. / email of Branch

Notes:

- 1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
- 3) The executing officer of the Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond.

END OF SECTION-6

SECTION-7**AUTHORIZATION LETTER****Format for Authorization letter to be submitted by Bidder**

Know all men by these presents that we (name of Company) _____, incorporated in India under the Companies Act, 1956 and having its Registered Office at _____. (India) ("Hereinafter called the Company") DOTH hereby nominate, constitute and appoint (Name, Designation) _____, S/o _____ to be true and lawful authorized signatory in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To represent the Company to all intents and purposes in connection with the matters pertaining to signing & submission of (Tender No. & Date, tender description) _____, _____, _____ and all affairs ancillary or incidental thereto.
2. AND the Company hereby agrees that all acts, deeds and things lawfully done by the said authorized signatory shall be construed as acts, deeds and things done by the Company itself and the Company hereby undertakes to ratify and confirm all and whatever its authorized signatory shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof (Name , Designation) _____, _____ of the Company acting for and on behalf of the Company under the authority conferred by the Board of Directors of the Company in its _____ meeting held on (Date) _____ has signed this Authorization Letter at (place) _____ on this (Date) _____.

The signatures of (Name, Designation) _____ given below are hereby certified.

Signature: _____
 Signature of (Name, Designation) _____
CERTIFIED
 Signature: _____

WITNESS:

Signature: _____
 (Name, Designation): _____

END OF SECTION-7

SECTION-8**MAKE IN INDIA UNDERTAKING****A. Bidder shall furnish following self-certificate on its letter head along with their techno-commercial bid.**

"We M/s _____ (Name of bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the Tender of equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide our offer No. _____ dated _____ against Tender No. _____ dated _____. Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

| S# | Description of Items / Products / services | Make | Model | location(s) at which the local value addition is made |
|----|--|------|-------|---|
| | | | | |

B. If value of procurement is more than INR 10 Crore, above undertaking shall be supported by the following certificate from Statutory Auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies giving the percentage of local content, on the letter head of such Statutory Auditor.

"We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this Tender i.e. equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide offer No. _____ dated _____ against TCIL Tender No. ----- --- dated ---- by M/s. _____ (Name of the bidder).

(Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.)

C. CALCULATION OF LOCAL CONTENT

| Sl. No. | Description of the Item | Qty | Unit | Basic Rate W/o Tax (INR) | | Total Cost W/o Tax (INR) | | Domestic + Imported |
|---------|-------------------------|-----|------|--|--|--|--|---------------------|
| | | | | Domestic (Excluding net Domestic indirect Taxes) | Imported (Including All Custom Duties) | Domestic (Excluding net Domestic indirect Taxes) | Imported (Including All Custom Duties) | |
| | | | a | b | c | d=a*b | e=a*c | f=d+e |
| 1 | Item Description | 1 | Nos | | | | | |
| 2 | Item Description | 1 | | | | | | |
| 3 | Total | | | | - | | - | |

% of Local Content = (Total Cost Domestic 3(d) / Total Cost (domestic + Imported) (3 (f))) * 100

(To be used by bidder for their internal calculation and to submit if demanded by TCIL at any stage)

END OF SECTION-8

SECTION-9**NO-CONVICTION CERTIFICATE****[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____

Date: _____

To
[Head of Department]
Telecommunications Consultants India Limited,
TCIL Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA)

Sub: Self Declaration of not been blacklisted for [NIT No.] dated [NIT date] for [NIT description]

Dear Sir,

This is to notify you that our Firm /Company/ Organization <**provide Name of the Firm/ Company/ Organization**> intends to submit a proposal in response to the subject NIT.

In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under the subject NIT.
- b. We are neither banned/ debarred/ blacklisted/ put on holiday list nor action for banning / debarment / blacklisting / holiday listing has been initiated by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

END OF SECTION-9

SECTION-10**UNDERTAKING AS PER ELIGIBILITY CRITERIA REQUIREMENT**

Sub: Undertaking as per Eligibility Conditions in Tender No._____ dated _____

We, [name of the bidder], hereby undertake that:

- i. We are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing.
- ii. In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020 (and its amendments as issued from time to time), we hereby submit that:
We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.
We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.”
[Where applicable, evidence of valid registration by the Competent Authority shall be attached.].
- iii. TCIL has not cancelled any Purchase Order(s) for any Project which was placed on us, on risk & cost basis for non-performance or non-submission of performance guarantee in the last 2 years.
- iv. All the documents/ certificates/ information submitted by us against this tender are genuine.
- v. We shall comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman’s Compensation Act, EPF/ESI provisions and any such statutory provisions. In case we are found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.
- vi. We hereby declare that our bid has No-Deviation against the subject tender.

(Signature of the Authorized signatory)

END OF SECTION-10

SECTION-11**BID SUBMISSION FORM**

Offer No.:

Date:

To: [Head of Department], TCIL

Dear Sir,

In response to your Tender No. _____, we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorized Person - Name : _____
 Designation : _____
 Mobile No. : _____
 Email ID : _____
8. Alternate Person Name: : _____
 Designation : _____
 Mobile No. : _____
 Email ID : _____
9. PAN Number : _____
10. GST Regn. No. with Address : _____

11. Beneficiary's complete Bank Details.
 Bank Account No. : _____
 IFSC / NEFT Code : _____
 Name of the Bank : _____
 Address of the Branch : _____
12. Particulars of EMD
 Amount : Rs. _____
 Mode of Payment (DD/BG) : _____

DD/BG No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____
 Validity of BG : _____

13. Particulars of Tender Fee

Amount : Rs. _____
 DD No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____

14. Turnover of the Bidder in last 3 years:

| Year | Year Annual Report attached at Page No. | Turnover in Rs. (Lakh) |
|-------------------------|---|------------------------|
| | | |
| | | |
| | | |
| Average Turnover | | |

15. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC/State.

16. If you are MSME, is it owned by SC/ST Entrepreneurs or Women Entrepreneurs? If Yes, please specify the Name of the Owner who is SC or ST or Women Entrepreneur (as applicable).

17. Following Documents are submitted to substantiate other eligibility criteria.

- i) _____
 ii) _____
 iii) _____

DECLARATION

- We have read and understood the terms & conditions of the above-mentioned tender and comply to all Terms & Conditions of the Tender.
(In case of any deviation, the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- We certify that the information mentioned above are true and correct to best of our knowledge.

Place:
Date:

Signature of Authorized Signatory with Seal
Name:
Designation:

END OF SECTION -11

SECTION -12**PERFORMANCE SECURITY FORMAT****A. PERFORMANCE BANK GUARANTEE (PBG) FORMAT**
(TO BE ISSUED BY A DELHI BRANCH)

**M/s Telecommunications Consultants India Ltd.,
TCIL Bhawan, Greater Kailash-I
New Delhi – 110 048 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No: _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials/Services as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

The proceed of performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature

Seal of Bank

Contact details

Note:

Bank Guarantee (BG)/ e-BG in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. TCIL's bank details are as under:

| | | |
|--|------------------------|---|
| Name of Beneficiary and its Details | Name | Telecommunications Consultants India Limited |
| | Address | TCIL Bhawan, Greater Kailash-1, New Delhi-110048 |
| Name of Beneficiary Bank and its Details | Name | ICICI Bank Limited |
| | Account No | 000705005880 |
| | Address | 9-A PHELPS Building, Connaught Place, New Delhi- 110001 |
| | Unique Identifier Code | TC503394486 (UID to be mentioned in field 7037 of the BG advising message code) |
| | IFS Code | ICIC0000007 |

B. INSURANCE SURETY BOND – PERFORMANCE SECURITY FORMAT

(To be stamped in accordance with Stamp Act of India)

(TO BE ISSUED BY A DELHI BRANCH)

M/s Telecommunications Consultants India Ltd.,
 TCIL Bhawan, Greater Kailash-I
 New Delhi – 110 048 (INDIA)

Surety Bond No: _____

This BOND is made as a deed AMONG the following parties

The “Supplier” as contractor..... (name and address)

The “Surety Insurer” as guarantor (name and address) and “Purchaser” as Telecommunications Consultants India Limited, (TCIL), TCIL Bhawan, Greater Kailash -I, New Delhi 110048

WHEREAS TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) has accepted the bid of the Supplier in relation to the Tender/RFP/EOI Number datedand having entered into an agreement dated _____ / issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials and/or Services as per terms and conditions given in the Agreement dated _____ / Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Surety Bond for the faithful performance of the entire contract, to the extent of xx% (xx percent) of the value of the Purchase Order / Agreement i.e. for Rs _____.

1. We, _____ (“The Surety Insurer”) which shall include OUR successors, administrators and executors irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the said Agreement/PO by the said Supplier and unconditionally and irrevocably undertake to pay forthwith to the TCIL an amount of Rs.*** ** (Rupees *** ** only (hereinafter referred to as the “Surety Bond”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Supplier, if the Supplier shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Agreement/PO.
2. Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of TCIL’s first written demand accompanied by TCIL’s declaration stating that the amount claimed is due by reason of the Supplier having failed to perform as per the Purchase Order / Agreement and despite any contestation on the part of above named supplier. Any such written demand made by the TCIL stating that the supplier is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Agreement/PO shall be final, conclusive and

- binding on the surety Insurer, notwithstanding any differences between the TCIL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other TCIL.
3. TCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions in the said Agreement/PO or to extend time for fulfillment and compliance with all or any of the terms and conditions contained in the said Agreement/PO by the said supplier or to postpone for any time and from time to time any of powers exercisable by it against the said supplier and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Agreement/PO, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the TCIL of the liberty with reference to the matters aforesaid or by any change in the constitution of the TCIL or the Supplier or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability. In the event of extension of time for performance of the contract, the Surety Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition or protest.
 4. WE hereby acknowledge and understand that it shall not be necessary for TCIL to proceed against the said supplier before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the TCIL may have obtained from the said supplier or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealized.
 5. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of TCIL in writing.
 6. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
 7. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
 8. This Surety Bond will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Surety Bond will become of no effect whatsoever whether returned to us or not.
 9. The parties acknowledge and agree that neither this Surety Bond nor any obligations hereunder are transferable or assignable.
 10. The Surety Insurer declares that this Insurance Surety Bond is issued as per applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

Authorized Signature

Manager

Seal of Insurer Surety

Contact details

Name & Signature of witness

Signature of the authorized Surety Insurer

Address of witness

Name

Signed in Capacity of

Full address of Branch

Tel No. of Branch

Fax No. / Email of Branch

Notes:

- 1) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 2) The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s).
- 3) The executing officer of Surety Bond will indicate his name, designation, and Power of Attorney No. on last page of the Surety Bond

END OF SECTION-12

SECTION-13

ANNEXURE-A TO DISPUTE RESOLUTION CLAUSE

Establishment of a Conciliation & Settlement Mechanism (CSM) for Contractual Disputes under the contract agreements with the Contractors / Concessionaires / Consultants in TCIL.

1. Objective:

The TCIL has been entering into various contract agreements with the Contractors/ Concessionaires/ Consultants for implementing projects and obtaining services in various modes. Several disputes have been arising under these contract agreements. The associated legal costs and diversion of manpower of both parties are enormous. The early resolution/ settlement of claim, preferably through an out-of-court settlement process, is in the interest of all the stakeholders.

2. The Standing Operating Procedure (SoP)

The procedure given hereunder will be implemented for resolving disputes through conciliation mechanism:

- 1) If any commercial/contractual dispute arises between TCIL and Bidder/MoU partner/Vendor/Contractor, then any of the party shall send a reference about the dispute containing a written brief identifying the subject of the dispute to the CMD, TCIL alongwith a copy of such reference to other party for resolution of dispute through conciliation.
- 2) CMD, TCIL or his authorized representative shall, within seven days of receipt of such a reference, nominate an officer of TCIL to act as the conciliator and shall arrange to issue necessary intimation to both the parties.
- 3) Within three days of appointment of conciliator by CMD,TCIL both the parties shall intimate to the conciliator, the name of their respective officer(s) who shall be representing such a party in the conciliation proceedings. The maximum number of such officer(s) shall not be more than three and no legal practitioner/advocate shall be part of such a team.
- 4) Thereafter, both the teams of the parties shall meet on the dates as fixed by the conciliator, discuss the agenda and explore the possibilities of conciliation/settlement. First such meeting shall be held within Seven (7) days of the nomination of the conciliation team by both the parties. The venue for conducting conciliation proceedings will be TCIL Bhawan, Greater Kailash-I, New Delhi 110048.
- 5) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- 6) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- 7) The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
- 8) The conciliator may, at any stage of the conciliation proceedings, make

- proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.
- 9) The teams thereafter can meet any number of times under the guidance and supervision of Conciliator and will try to find a solution that is acceptable to both the parties. The conciliation may be successful or partially successful. On the points of dispute or part of a dispute wherein parties have agreed for a common ground, the officers representing each party shall seek approval of their respective company/entity. After that a settlement deed shall be drafted and signed by the authorized representatives of the parties. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively and this shall not be challenged by any of the party in any court or under any law. The parties shall unequivocally affirm, declare and confirm in the settlement agreement that they have signed the agreement without any coercion, duress, inducement and were fully competent to sign the said agreement.
 - 10) The conciliator shall endorse and authenticate the settlement agreement and furnish a copy thereof to each of the parties.
 - 11) The conciliation process shall be concluded within 60 days of nomination of its representatives by the second party. However, the parties, with mutual consent can extend this period and then the conciliation proceedings shall be concluded in this extended period.
 - 12) If no settlement is arrived between the parties in the time mentioned in clause 11) above, then the conciliation proceedings shall be deemed to have been failed.
 - 13) The conciliator shall intimate the appointing authority the final outcome of the conciliation proceedings.

3. Resort to arbitral or judicial proceedings:

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

4. Admissibility of evidence in other proceedings.

- 1) The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,—
 - (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - (b) admissions made by the other party in the course of the conciliation proceedings;
 - (c) Proposals made by the parties or conciliator;
 - (d) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the other party.

5. Confidentiality.

Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

6. Termination of conciliation proceedings.

The conciliation proceedings shall be terminated on happening of any of the conditions below:-

- 1) by the signing of the settlement agreement by the parties, on the date of the agreement; or
- 2) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
- 3) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 4) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
- 5) by the lapse of time or extended time as provided in clause 2(12) above

END OF SECTION – 13

SECTION – 14**UNDERTAKING FOR ‘NO CONFLICT OF INTEREST’**

It is certified that no conflict of interest related to Scope of Work, specified in Section-4 of **Tender No. _____ dated _____**, the Internal Audit Firm is applying for exists as on date with any of the department or parties for this work and that during the assignment we will not undertake any work /job which may affect the interest of the TCIL.

(Authorized signatory)

Name:

Name of the bidder firm:

Date:

END OF SECTION – 14

SECTION – 15**FORMAT FOR NON-DISCLOSURE AGREEMENT (NDA)**

THIS NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT (“Agreement”) is made on the day of _____, 2024.

BETWEEN:

_____, a company incorporated under the laws of India, having its registered office at _____, (hereinafter the (hereinafter the “Disclosing Party”);

and

Telecommunications Consultants India Limited, a company incorporated under the laws of India, having its registered office at TCIL Bhawan, Greater Kailash I, New Delhi - 110048, (hereinafter the “TCIL”)

Each of and TCIL are hereinafter referred to as a —Receiving Party, and are together referred to as the “Receiving Parties”.

The Disclosing Party, and TCIL hereinafter referred to individually as a “Party” and, collectively, as the “Parties”.

WHEREAS:

For the purpose of undertaking the assignment of Internal Audit in TCIL, which will include sharing of sensitive information (the “Potential Transaction”), the Disclosing Party wishes to allow the Receiving Parties access to Information (as defined hereinafter).

The Parties wish to regulate how Information is to be treated while in the possession or control of each Receiving Party so as to protect the interests of the Disclosing Party in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants contained herein, the sufficiency and adequacy of which is acknowledged by the Parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

The following words and phrases used in this Agreement and the above Recitals, shall have the meanings set out below unless the context otherwise requires:

“Assignment” shall mean, the following:

Internal Audit in TCIL as per the scope of work.

“Control” shall mean, with respect to a Party, the ability to direct the management or policies of such Party, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise, provided that in all events, any Party who has, direct or indirect, ownership of or the power to direct the vote of more than fifty percent (50%) of the voting share capital of a Party or the power to control the composition of the board of directors or other governing bodies of such Party, shall be deemed to constitute Control of that Party.

“Group” shall mean, with respect to a Party, such Party and any entity which directly or indirectly Controls, is Controlled by, or is under common Control with that Party;

“Information” shall mean all information of whatever nature (financial, technical, commercial, legal or otherwise), whether or not proprietary, in any form or medium (whether provided in documentary or by way of model or in other tangible or intangible form; and whether disclosed orally - once it is reduced to writing or in writing), relating to the business of the Disclosing Party or any member of its Group, supplied in connection with the Potential Transaction at any time from the date of this Agreement) to a Receiving Party or its Representatives, including without limitation, any information relating to: (i) the identity of the people involved in the Potential Transaction, (ii) the existence, content, nature, progress and evolution of the Potential Transaction and the fact that the Parties are considering the Potential Transaction; and (iii) the existence and the content of this Agreement and anything related to it.

“Proper Use” shall mean the use of Information wholly necessarily and exclusively for the purpose of the Potential Transaction.

“Representatives” shall mean, in relation to one Party, its directors, officers, employees, representatives, advisors (including lawyers, auditors and consultants) or partners,

2. Confidentiality Obligations

In consideration of the provision of Information by the Disclosing Party (or by the Disclosing Party’s Representatives or by any employee or representative of the Disclosing Party’s Group) to a Receiving Party, such Receiving Party shall:-

- keep all such Information confidential; and
- use such Information only for the Proper Use; and
- permit access to such Information only to such of its Representatives having a need to know such Information for the sole purpose of the Proper Use and not for any other purpose and shall ensure that each such person is made aware in advance of disclosure of the nature of the obligations of confidentiality contained in this Agreement; the Recipient shall procure that anyone to whom it discloses the Information complies with the terms of this Agreement as if they were a Party; and
- return, within one (1) month following the expiry of this Agreement, all such Information to the Disclosing Party upon its written request or (at the Disclosing Party’s option) destroy all such Information and provide a notice to the Disclosing Party of such destruction or return (provided that the undertakings in this paragraph (d) shall not apply to Information which such Receiving Party or its Representatives must retain under any imperative applicable law, rule or regulation, including the rules of any professional body, and it is also agreed that nothing in this sub-paragraph (d) shall prevent retention of:
 - any information and all documents and all other materials containing or reflecting any Information that may be strictly required for the purposes of defending or maintaining any litigation (including any administrative proceeding) relating to this Agreement or the Potential Transaction; and
 - copies of the Information and all documents and all other materials containing or reflecting any Information, strictly required to be retained under any applicable law, internal policy, stock exchange or court or regulatory agency or authority; and
 - copies of any computer records and files containing or reflecting any Information which have been created pursuant to automatic archiving, back-up procedures and document retention, which are not, through the use of such Receiving Party's best endeavours, practicable to expunge; and
 - where the Information is notified by the Disclosing Party to be the subject of any national or governmental security regulations, take such measures as may be required by such regulations to protect the Information; and

- notify the Disclosing Party wherever specifically permitted by law, within a reasonable time, if any negotiations or discussions or any Information are required to be disclosed by law or regulation or regulatory authority and (i) where reasonably practicable to do so, shall cooperate with the Disclosing Party in relation to the manner of any such disclosure, and (ii) shall take any action which the Disclosing Party may reasonably elect to take to prevent (to the extent permissible under law and where reasonably practicable to do so) such disclosure and/or to challenge the validity of any such requirement.

3. Exceptions

Without prejudice to any obligation imposed on and assumed by a Receiving Party under any imperative national or governmental security regulations or law, the obligations of confidentiality shall not apply to any Information which is:

- in or has come into the public domain otherwise than as a result of a breach of those undertakings or of any other duty of confidentiality to any person; or
- already in the possession of such Receiving Party on a non-confidential basis at the time that it is first supplied by the Disclosing Party, its Representatives or thereafter to have been received by such Receiving Party at any time in good faith from a third party who is not bound by any obligation of confidentiality in relation thereto; or
- (in the case of technical information) to have been independently developed by employees of such Receiving Party without reference to the Information supplied by the Disclosing Party; or
- independently developed by such Receiving Party or any of its Representatives whether on its own or jointly with (a) third party(ies);

4. Further permitted disclosure

Except as otherwise provided in this Agreement, a Receiving Party may not disclose Information of the Disclosing Party except in the following circumstances:

- the disclosure is authorised in writing by the Disclosing Party to the extent as so authorised;
- the disclosure is made pursuant to applicable laws, a directive or order of a government entity or statutory authority or any judicial or governmental agency or a stock exchange, provided however that such Receiving Party shall promptly notify the Disclosing Party as specified in Clause 2(f) above, so as to enable the Disclosing Party to seek a protective order or other appropriate remedy; or
- the disclosure is made to any arbitrator or expert appointed, either mutually or through a court directive, to resolve disputes under any final agreement entered into between the Parties under or in connection with the negotiations and discussions in respect of the Proper Use.

5. Ownership of Information

Any Information disclosed or acquired hereunder shall remain the property of the Disclosing Party or the originator of such Information. No license under any trademark, copyright, patent, design rights or any other intellectual property right, is granted, whether expressly or by implication to a Receiving Party or its Group by the disclosure or acquisition of such Information. The disclosure of such Information shall not constitute any representation or warranty, express or implied, with respect to the accuracy or completeness of any Information made available to a Receiving Party or its Group, In particular but without prejudice to the generality of the foregoing, no responsibility or liability is or will be accepted by the Disclosing Party or its Group, their respective Representatives regarding the accuracy and completeness (or otherwise) of any Information made available to a Receiving Party or its Group, however, the Disclosing Party shall be liable to such Receiving Party for any liability, costs, lawyers fee etc. for (i) Information given fraudulently or (ii) the infringement

of trademarks, patents, copyright, design rights or any other intellectual property rights belonging to third parties.

6. General

A failure or neglect by either Party to enforce or exercise (in whole or in part) at any time any of the provisions of this Agreement shall not be construed or be deemed to be a waiver of its rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice such Party's rights to take subsequent action.

Neither Party shall assign this Agreement or any part thereof without the prior written consent of the other.

Without affecting any other rights and remedies that any Party may have, damages will not be an adequate remedy for any breach by a Receiving Party of any of the provisions of this Agreement; and therefore the Disclosing Party shall be entitled to claim injunctive relief in respect of any breach by a Receiving Party of this Agreement without the requirement to prove specific damage;

This Agreement shall be governed by and construed in accordance with the laws of India and the Parties submit to the exclusive jurisdiction of the courts at New Delhi, India.

This Agreement shall be effective and binding from the date hereof.

Unless extended by mutual written consent by both Parties, this Agreement shall expire one (1) year from its date of execution. However, Parties agree that the confidentiality obligations under this Agreement shall survive for a period of one (1) year from the last disclosure of Information.

This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressed set forth herein. Any exchange of Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. For the avoidance of doubt, nothing contained herein shall compel or oblige any Party to enter into the transaction(s) contemplated hereunder with the other Party. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose whatsoever and no Party shall have any authority to bind the other Party.

This Agreement contains the entire understanding between the Parties with respect to the safeguarding of the Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment of this Agreement shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorised representatives of the Parties.

The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided by law and equity independently of this Agreement.

If any provision of this Agreement is unenforceable in any jurisdiction, the unenforceability will not invalidate the remaining provisions or affect the validity or enforceability of the provision in relation to any other Party or in any other jurisdiction.

Subject to applicable law or the rules of any stock exchange or relevant regulatory body, any public announcement relating to the existence of this Agreement and/or discussions between the Parties in connection with the Potential Transaction shall be agreed in advance by both Parties in writing.

For public announcement required by law or stock exchange authorities or relevant regulatory bodies, the Parties shall endeavour, where possible, to consult each other on the content and timing of the public announcement to be made by the other Party. Where not possible, the Party under the obligation to disclose shall notify the other Party of any communication to be made in connection with this Agreement and the Potential Transaction. Such notification shall be made as soon as practicable and in any case with a reasonable period of time prior to such communication.

7. NOTICES

All notices delivered in connection with this Agreement shall be in writing and English language and shall be delivered to the address of each Party mentioned hereinbefore, by registered mail or by facsimile transmissions and shall be deemed effective upon actual receipt.

8. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF

SIGNED for and on behalf of Telecommunications Consultants India Limited

by

(Signature)

Name

SIGNED for and on behalf of

by

(Signature)

Name

WITNESSES: 1.
2.

END OF SECTION – 15

SECTION – 16**FORMAT OF APPLICATION**

1. Name of the Firm:
2. Registration No. of the Firm:
3. Date of Registration of the Firm:
4. No of year of establishment of Firm:

5. Details of Partners who are FCA/FCMA

| Sl. | Name of the Partner(s) | Membership No. | Qualification (FCA/FCMA) | Date of joining the firm as Partner | Supporting document (Form 18 of ICAI or Form M-5 of ICAI needs to be submitted) |
|-----|------------------------|----------------|--------------------------|-------------------------------------|---|
| | | | | | |

6. Details of Partners who are ACA/ACMA:

| Sl. | Name of the Partner(s) | Membership No. | Qualification (ACA/ACMA) | Date of joining the firm as Partner | Supporting document (Form 18 of ICAI or Form M-5 of ICAI needs to be submitted) |
|-----|------------------------|----------------|--------------------------|-------------------------------------|---|
| | | | | | |

7. Details of Branch Office(s) including HO:

| Sl. | HO/Branch | Address | Date of Establishment | Contact Person with contact details (Phone number & email) |
|-----|-----------|---------|-----------------------|--|
| | | | | |

8. Details of Partners/Qualified Assistants with CISA / ISA / DISSA / DISAC / Certification in Forensic Accounting and Fraud Prevention from ICAI/ICMAI:

| Sl. | Name of the Partner(s)/ Qualified Assistant | Membership No. | Details of Certification course details - CISA / ISA / DISSA / DISAC / Certification in Forensic Accounting and Fraud Prevention | Date of joining the firm | Supporting document (Relevant Qualification Certificate) |
|-----|---|----------------|--|--------------------------|--|
| | | | | | |

9. Details of Qualified Assistants:

| Sl. | Name of the Assistant | Membership No. | Qualification (CA/CMA) | Date of joining the firm as Qualified Assistant | Supporting document (Relevant Qualification Certificate and proof of joining date) |
|-----|-----------------------|----------------|------------------------|---|--|
| | | | | | |

10. Details of Semi-Qualified Assistants:

| Sl. | Name of the Assistant | Whether CA-Inter /CMA-Inter | Date of joining the firm as a Semi-Qualified Assistant | Supporting document (Relevant Qualification Certificate and proof of joining of Firm) |
|-----|-----------------------|-----------------------------|--|---|
| | | | | |

11. Details of Experience of the Firm in CPSU as Statutory / Internal Auditors in last 5 financial years:

| Sl. | Name of the Company/ Unit | Turnover in Rs. Cr. | Year of Audit | Type of Audit Statutory / Internal Audit | Supporting document (Relevant experience certificate/email from company confirming work completion along with appointment letter) |
|-----|---------------------------|---------------------|---------------|--|---|
| | | | | | |

12. Experience of firm as Statutory /Cost Auditors:

13. Whether ever associated with any of TCIL's Audit Assignments: YES/NO

14. Certificate

- a) It is confirmed that all the requirements of the NIT documents have been complied with. We hereby confirm that all terms & conditions as specified in the NIT and annexures thereto have been accepted by us.
- b) This is to certify that all the information given above are accurate and any misstatement will be liable for rejection of our participation in NIT and blacklisting by TCIL as per Company's procedures.
- c) None of our partner(s) or qualified employee(s) is a partner in any other audit firm which is applying for the current empanelment in TCIL.

(Authorized signatory)

Name:

Name of the bidder firm:

Date:

END OF SECTION – 16

SECTION – 17**BRIEF CV OF KEY PERSONNEL**

1. Name:
2. Date of Birth:
3. Educational Qualifications:
4. Total experience in Number of years:
5. Years with the bidder organization:
6. Experience (Last 10 years) (list of positions held, giving dates/ duration, names of organizations, and brief responsibilities):
7. Internal Audit assignments worked on in the Telecom Sector along with, title of assignment, clients name, location & scope of work:

(Signature of the personnel)

(Authorized signatory)

Name:

Name of the bidder firm:

Date:

END OF SECTION-17