

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-04-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-04-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (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	Bharat Sanchar Nigam Limited Portal(bsnl)
कार्यालय का नाम/Office Name	Maharashtra Telecom Circle
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For MH Circle; Finance& Accounts, Financial Services; No; Hybrid(As specified in scope of work) , Hiring of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For ITPC Circle; Finance& Accounts, Financial Services; No; Hybrid(As specified in scope of work) , Hiring of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For Gujrat Circle; Finance& Accounts, Financial Services; No; Hybrid(As specified in scope of work) , Hiring of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For CN TX west Circle; Finance& Accounts, Financial Services; No; Hybrid(As specified in scope of work) , Hiring of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For MP Circle; Finance& Accounts, Financial Services; No; Hybrid(As specified in scope of work) , Hiring of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For CG Circle; Finance& Accounts, Financial Services; No; Hybrid(As specified in scope of work)
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Partial Turn over value - 25 (in lakhs)

बिड विवरण/Bid Details	
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Partial Turn over value - 25 (in lakhs)
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Bidder Turnover,Certificate (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 दस्तावेजों 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?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
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	Yes
रिवर्स नीलामी योग्यता नियम/ RA Qualification Rule	H1-Highest Priced Bid Elimination
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	3 Days
मूल्यांकन पद्धति/ Evaluation Method	Item wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	Bank Of Baroda
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	16000
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	3000
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	12000
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	6000

Schedule 5 ईएमडी राशि/EMD Amount (In INR)	6000
Schedule 6 ईएमडी राशि/EMD Amount (In INR)	5000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank Of Baroda
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी 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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c).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 :

AO

1st Floor D wing O/o DGM CPC BSNL Maharashtra Circle office Santacruz Mumbai-54

(Ao Cash)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder

- seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. 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.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
7. 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.
8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
- If number of technically qualified bidders are only 2 or 3.
 - If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Extendability of contract requirement:As per SOW

Last 3 years average business revenue from consulting:As per Pre qualification criteria

Number of Consultants on payroll of firms:As per Pre qualification criteria and SOW

Number of projects completed in India having similar scope & size of proposed project under hiring:As per Pre qualification criteria

Scope Of work:[1773810503.pdf](#)

Pre-qualifications Criteria:[1773810543.pdf](#)

Payment Terms:[1773810546.pdf](#)

Profile of Consultants:[1773810605.pdf](#)

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	Hiring Of Consultants - Milestone/deliverable Based - Functional Consultants, Subject Matter Experts, For Mh Circle; Finance& Accounts, Financial Services; No; Hybrid(as Specified In Scope Of Work)	Project / Lumpsum Based
Schedule 2	Hiring Of Consultants - Milestone/deliverable Based - Functional Consultants, Subject Matter Experts, For Itpc Circle; Finance& Accounts, Financial Services; No; Hybrid(as Specified In Scope Of Work)	Project / Lumpsum Based
Schedule 3	Hiring Of Consultants - Milestone/deliverable Based - Functional Consultants, Subject Matter Experts, For Gujrat Circle; Finance& Accounts, Financial Services; No; Hybrid(as Specified In Scope Of Work)	Project / Lumpsum Based
Schedule 4	Hiring Of Consultants - Milestone/deliverable Based - Functional Consultants, Subject Matter Experts, For Cn Tx West Circle; Finance& Accounts, Financial Services; No; Hybrid(as Specified In Scope Of Work)	Project / Lumpsum Based
Schedule 5	Hiring Of Consultants - Milestone/deliverable Based - Functional Consultants, Subject Matter Experts, For Mp Circle; Finance& Accounts, Financial Services; No; Hybrid(as Specified In Scope Of Work)	Project / Lumpsum Based
Schedule 6	Hiring Of Consultants - Milestone/deliverable Based - Functional Consultants, Subject Matter Experts, For Cg Circle; Finance& Accounts, Financial Services; No; Hybrid(as Specified In Scope Of Work)	Project / Lumpsum Based

Hiring Of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For MH Circle; Finance& Accounts, Financial Services; No; Hybrid(As Specified In Scope Of Work) (1)**तकनीकी विशिष्टियाँ / Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Functional Consultants , Subject Matter Experts , For MH Circle
Consultant's Profile	Finance& Accounts , Financial Services
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

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

No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Sherin Chacko	400054,O/o CGMT, Maharashtra Telecom Circle, 2nd floor, A-wing, BSNL Admn. Bldg., BSNL Complex, Juhu Road, Santacruz West, Mumbai	Project / Lumpsum Based	N/A

Hiring Of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For ITPC Circle; Finance& Accounts, Financial Services; No; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Functional Consultants , Subject Matter Experts , For ITPC Circle
Consultant's Profile	Finance& Accounts , Financial Services
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

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

No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Kumar Rakesh	411019,00/o CGM,IT Project Circe, 2nd floor, RTTC Building, Plot No. 121/122, MIDC, G Block, Chinchwad Pune	Project / Lumpsum Based	N/A

Hiring Of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For Gujrat Circle; Finance& Accounts, Financial Services; No; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Functional Consultants , Subject Matter Experts , For Gujrat Circle
Consultant's Profile	Finance& Accounts , Financial Services
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Solanki Kamlesh Govindbhai	380006,O/o CAO (CA-IA and Taxation)2nd floor, Navrang Pura Telephone Exchange Bldg, Ahmedabad	Project / Lumpsum Based	N/A

Hiring Of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For CN TX West Circle; Finance& Accounts, Financial Services; No; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Functional Consultants , Subject Matter Experts , For CN TX west Circle
Consultant's Profile	Finance& Accounts , Financial Services
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज /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	Sherin Chacko	400054,O/o CGMT, Maharashtra Telecom Circle, 2nd floor, A-wing, BSNL Admn. Bldg., BSNL Complex, Juhu Road, Santacruz West, Mumbai	Project / Lumpsum Based	N/A

Hiring Of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For MP Circle; Finance& Accounts, Financial Services; No; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Functional Consultants , Subject Matter Experts , For MP Circle
Consultant's Profile	Finance& Accounts , Financial Services
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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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	Sanya Shrivastava	462016,O/ CGMT BSNL Bhavan, Hoshangabad Road , Bhopal	Project / Lumpsum Based	N/A

Hiring Of Consultants - Milestone/Deliverable Based - Functional Consultants, Subject Matter Experts, For CG Circle; Finance& Accounts, Financial Services; No; Hybrid(As Specified In Scope Of Work) (1)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Functional Consultants , Subject Matter Experts , For CG Circle
Consultant's Profile	Finance& Accounts , Financial Services
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Krishna Kumar Rathore	492007,O/o CGMT Chattisgarh Circle, Vidhan Sabha Road, Khamardih Raipur	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 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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1

bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

16. 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.
17. 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---

Pre-qualification Criteria for the Bidders:

S. No.	Pre-Qualification Criteria	Documents to be submitted
1.	The Firm should be either Chartered Accountants or Cost Accountants Firm (Partnership/Limited Liability Partnership) and have been practicing continuously in India for the last 07 years.	Registration certificate issued by concerned Authority to be submitted.
2.	Bidder should have prior experience of Internal Audit/Statutory Audit work in India in accordance with INDAS OR projects involving INDAS convergence in India OR a combination thereof in last five financial years i.e. 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 of Public Sector Undertaking(s)/ Telecommunication Company (ies) having Annual Turnover of Rs. 200 Crores or more (Rs 100 Crore for MSE/ Startups) for at least two years (one year for MSE / Startups) out of the latest 5 years.	Proof of assignment from Client along with work completion certificate from client, Published copy of P&L of Client Companies and turnover statement of the Public Sector Undertaking/ Telecommunication Companies.
3.	The Average Annual Turnover of the bidder from consultancy / Audit of the Firm for the past three consecutive years i.e. 2022-23, 2023-24, 2024- 25 should not be less than Rs.50 Lakh (Rs.25 Lakh for MSE/Startups)	Sufficient documentary proofs like audited P&L A/c, ITR etc.
4.	<p>Bidder(s) shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/departments as per provision of OM No. F.1/20/2018-PPD by Department of Expenditure (DOE), MoF dated 2nd Nov 2021, as on Bid submission date”.</p> <p>If the bidder(s) or its OEM is/are found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions.</p>	A self-declaration from the Bidder.
5	<p>A self-declaration along with the evidence that the bidder is not black listed by GST authorities shall be submitted by supplier.</p> <p>In case the supplier gets black-listed by GST authorities during the tenure of BSNL Contract, then supplier must indemnify BSNL to ensure that no loss of Input Tax credit is borne by BSNL due to a default of a supplier. Bidder should submit an undertaking to this effect.</p>	A self-declaration along with the evidence that the bidder is not black listed by GST authorities shall be submitted by supplier.
6.	<p>The bidder should have</p> <ol style="list-style-type: none"> i) A valid PAN. ii) Valid Goods and Services Tax (GST) Registration Certificate Number of the circle for which the Bidder intends to apply. In case of multiple GST numbers, all the numbers can be provided as Annexure. 	<p>Self- attested copies of PAN and GST Registration certificate are required to be uploaded</p> <p>Information to be provided in “Bidder’s profile” also</p>
7.	At least one office of the Bidder should be located in the circle for which the Bidder intends to apply.	Information to be provided in “Bidder’s profile”

8.	There should be at least 4 partners having 07 year+ experience and total strength of CA/CMA qualified persons (Partners + Assistants) should not be less than 10.	Annexure- A
9.	The Bidder must have experience of working with Companies, who have ERP platforms.	Annexure- B
10.	The bidder or any of its partners should not be associated with BSNL in any professional capacity. However any firm fulfilling all other eligibility conditions of the Tender and Currently engaged with any BSNL Circle as Internal Auditor shall be eligible to bid.	Self- declaration by the firm.
11.	A Near Relative Certificate should be submitted in prescribed format by the bidders. Refer ATC for details	Annexure-I
12.	Bidder cannot continue in one circle for more than 2 (two) years. Hence, the bidder who remained internal auditor of a Circle in BSNL for two years continuously i.e. 2024-25 &2025-26 cannot apply for that Circle.	Self- declaration by the firm.
13.	The bidder should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the bidder or its Affiliates or its member firms, nor been expelled from any project or agreement nor had any agreement terminated for Breach by such bidder or its Affiliates or member firms.	A self-declaration duly signed by the authorized signatory on letter head of the Bidder is to be submitted
14.	Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-VI of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance.	The bidders shall submit an undertaking in this regard as per format provided at Annexure-C
15.	Procurement under this bid would be in accordance with Revised Public procurement (preference to Make in India) order 2017, bearing No. P-45021/2/2017-PP (B.E.-II)-Part-IV (Vol-II) dated 19 th July, 2024 notified by DPIIT, Ministry of Commerce and Industry, and DoT Gazette Notification dated 21.10.2024, along with subsequent Amendment from time-to-time, if any.	At the time of bidding, the bidder is required to submit a self-declaration regarding the local content of their offered products without disclosing the details mentioned in points (vi) to (xiii) of Form-I (Annexure-D).
16.	EMD	Bidders should submit bank guarantee for the amount as earnest money for each circle applied for as per Annexure- C of the Scope of Work . Also refer ATC for further details.
17	Bidders profile at Annexure E along with Annexure EA	To be submitted

17	For understanding the terms & condition of Tender & Spec. of work at Annexure F	Annexure F to be submitted
18	CLAUSE BY CLAUSE COMPLIANCE	Annexure-G needs to be submitted by the bidder.
19	BID FORM at annexure-H	To be submitted by the bidder
20	Power of Attorney& authorization for executing the power of Attorney.	<p>(a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.</p> <p>(b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.</p> <p>(c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.</p> <p>(d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.</p>

The cut-off date for ascertaining experience shall be 31.12.2025.

All declarations must be duly signed by the authorized signatory on letter head of the Bidder.

Annexure- A

(To be typed on letter head of the Bidder)

Information of active Partners and Permanent Employees

Partner Details

S No.	Name of Partner	ICAI/CMA Membership No.	Partner Since date	Qualifications

Employee Detail

No. of Permanent Employees	
No of Permanent Employees having CA/ CMA Qualification	

Signature of authorized person to sign on behalf of the issuing Firm/Company.

Seal of company

(To be Typed on the letter head of the Company issuing the certificate)

Certificate for experience of working in ERP

To whom it may concern

This is to certify that M/s _____ has satisfactorily carried out the assignment of (Name of assignment) _____ during the period _____ to _____ for our company. It is further certified that we were using ERP _____ during the said period, and the assignment requires use of ERP.

Signature of authorized person to sign on behalf of the issuing Firm/Company.

Seal of company

(Please note that this is an indicative format of certificate. The Bidder may provide certificate in other format also, so as to establish the fact that the Bidder has experience of working on ERP)

Certificate to be submitted by Bidders
(On Company's Letter Head)

Reference 1 : BSNL GEM Tender No..... issued on
.....

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD(1) dated 23rd February 2023 and its subsequent Clarification, if any .

I, in capacity of authorized signatory of M/s..... (Name of the company) having
Regd. office
at..... be

ing a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

Self-declaration regarding Local Content (LC) for Telecom Product

Form-1

**Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works to be submitted on non-judicial stamp paper of the value Rs. 100/-
Date:**

I _____ S/o, D/o, W/o, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: _____ dated _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, **I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.**

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

- i) Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Telecom Product/Services/Works for which the certificate is produced
- iv) Procuring agency to whom the certificate is furnished
- v) Percentage of LC claimed**
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the Telecom product/Services/Works

- xii) List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.
- xiii) List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

- a) Imported items sourced locally from resellers/distributors.
- b) The license fees / royalties paid/ technical charges paid out of India
- c) Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPP-MII Notification dated.....

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature:

Name:

Designation:

Address:

Email Address:

Mobile No.:

Place:

Date:

Annexure E Bidder's profile

1. Name of the Firm and address of the Registered Office of the Firm.....

.....

2. Full Postal Address of Office/ Branches (in enclosed format **Annexure- EA**)

3. Date of formation (as per the constitution certificate issued by the concerned authority. Latest certificate issued by the authority will be considered).

4. Undertaking that the firm or any of its partners is not associated with BSNL in any personal capacity.

5. The bidder's certificate as defined in **Annexure-I** of preconditions that none of his/her near relative is working in the units where he is going to apply for the tender.

6. Details of the partners in the firms :

S. No.	Name	qualification	Email	Contact number
1.				
2.				
3.				

7. Number of qualified Employees (either CA and/or CMA qualification) along with their names and qualification: Self declaration by the Firm

8. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

.....

9. Permanent Account No.

10. GSTN No

Details of the Bidder's Bank for effecting e-payments:

Beneficiary Bank Name:.....

Beneficiary branch Name:.....

IFSC code of beneficiary Branch.....

Beneficiary account No.:.....

Branch Serial No. (MICR No.):.....

11. Whether the firm has Office/ works in..... (Name of the City where Circle office situated) If so state its Address

.....

12. Primary Contact Person (Name, Designation, address, mobile number, email).....

13. Secondary Contact Person (Name, Designation, address, mobile number, email).....

Place.....

Date

Signature of authorized person to sign on behalf of the issuing Firm/Company.

Seal of company

Annexure- EA

Details of the Offices / Branches of the Firm

Name of Firm:

S. No.	Name of the Office In charge	Office Address	State	Mobile / Landline No.	Email id

**Signature of the Authorized Signatory
of the Firm with seal**

UNDERTAKING & DECLARATION for GeM bid no _____

For understanding and agreeing with the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form.

2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/Performance linked Security Deposit/PBG deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct.

2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.

3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOI/ Purchase/ work order if issued and forfeit the EMD/ Performance linked Security Deposit/ PBG / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: Signature of Tenderer

Place: Name of Tenderer

Along with date & Seal

Annexure-G

PROFORMA OF “STATEMENT OF CLAUSE BY CLAUSE COMPLIANCE” / “STATEMENT OF DEVIATIONS”

(TO BE SUBMITTED ON THE ORGANISATION'S/COMPANY'S LETTERHEAD)

To,

Asst. General Manager (CPC), O/o CGM BSNL Maharashtra Circle-400054.

Sub:- Clause-by-Clause compliance/Statement of Deviations Ref:- GeM bid no __

In accordance with Clause 11.2 (a) of Section-4 Part-A of the above referred Tender document it is to state that –

1. We,____(name of Organization/Company) have read and understood all the terms and conditions of the above Tender. We accept all the Terms & conditions of the Tender under reference including/and in particular, all the technical & commercial specifications, terms & conditions mentioned in Sections 3, 4 & 5, unconditionally.

2. We also affirm that there will be no deviations in any of the Clauses of the above Tender.

Dated: day of 20...

Signature :____Name : In the capacity of :____Duly authorized to sign the bid for and on behalf of : ____

Annexure H BID FORM

To

From,

.....
.....
<complete address of the purchaser> <complete address of the Bidder>
.....
.....
Bidder's Reference No:..... ..Dated.....

Ref: GeM bid no _____

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/corrigenda / addenda Nos. dated _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ **5%** of the contract value including GST valid for 30 months for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of.....202

Signature:

Name:

In the capacity of _____

Duly authorized to sign the bid for and on

behalf of _____

Witness Name

Signature..... Address

Annexure-I
NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given by the bidder in respect of status of employment of his/ her near relation in BSNL)

** I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any **BSNL Unit** as defined in the clause in the Tender Enquiry, on Near relationship.*

OR

** Following are the details of near relatives working with the BSNL.*

<i>S. No.</i>	<i>Name of the Relative</i>	<i>Designation</i>	<i>Name of the Unit (Office & section of BSNL) where working</i>

** Strike off whichever is not applicable.*

In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor/ Partners/ Directors of the tenderer entity

With date and seal

Note: ATC may be referred or details

1) INTRODUCTION

Bharat Sanchar Nigam Limited (BSNL), A Govt. of India Enterprise, invites tender for appointment of Chartered / Cost Accountant Firms (the term 'Firm' includes 'LLP' also) for conducting Internal Audit in BSNL for the Financial Year 2026-27 & 2027-28 (Two year Tenure).

BSNL provides Telecom Services throughout India (except Delhi and Mumbai Metro Districts), through its 26 Territorial Telecom Circles and 2 Metro Districts namely Chennai Phones and Kolkata Phones. Major services provided by BSNL are Landline (Fixed) phones, Leased Circuits, National Long Distance (NLD) including leased circuits, International Long Distance (ILD), Cellular Mobile Telephone Service, V-SAT, Internet (broadband and narrowband), FTTH, Cable Landing Stations, Tower Hiring etc., as per licenses granted by the Department of Telecommunications, Govt. of India. Apart from these 26 Territorial Telecom Circles & 2 Metro Districts, there are 9 non-territorial Circles providing training, quality assurance, maintenance and project services to these 28 Circles and one Unit of CO BSNL (i.e. CA, PAO & Banking). These Territorial circles & Metro Districts, non-territorial Circles and CO BSNL Unit have been grouped into 7 (seven) zones for the purpose of Internal Audit.

BSNL has floated Bonds hence it has to strictly follow the Timelines and guidelines of the SEBI.

2) DEFINITIONS

- a. "Agreement" means the terms and conditions agreed between the Chartered / Cost Accountant firms registered with The Institute of Chartered Accountant of India/ The Institute of Cost Accountant of India and Bharat Sanchar Nigam Ltd.
- b. "The Bidder" means the Chartered / Cost Accountant firms registered with The Institute of Chartered Accountant of India/ The Institute of Cost Accountant of India which is invited to participate in the tender and submit its bid.
- c. "The BSNL" means the Bharat Sanchar Nigam Limited (BSNL), New Delhi.
- d. "Chartered / Cost Accountant firms" means the firms registered with The Institute of Chartered Accountant of India/ The Institute of Cost Accountant of India which enters into contract with BSNL to provide Professional Services under the tender.
- e. "Partners" means Chartered Accountant or Cost Accountants having membership certificate and certificate of practice from The Institute of Chartered Accountant of India/ The Institute of Cost Accountant of India.
- f. "The Contract Price" means the price payable to the Chartered / Cost Accountant firms under the agreement for the full and proper performance of its contractual obligations.
- g. "The Circle" means territorial, and other functional (non-territorial) circles of BSNL.
- h. "Nodal Circle" means Circle(s) authorize to float tender on behalf of allotted circles as mentioned in **Annexure-C**.

- i. “Zone” means Circle(s) and Nodal Circle(s) as mentioned in **Annexure-C**.
- j. “The DDO” means Drawing and Disbursing Officer responsible for collecting revenue and releasing payments, disbursing salaries and wages etc. of any of the SSAs/PAUs of BSNL.
- k. “The Circle IFA” means Internal Financial Advisor of a Circle.
- l. “The Business Areas (BAs)/ SSA” means Secondary Switching Area which is also called Telecom District and includes Primary Accounting Units (PAUs) like Civil, Electrical, Maintenance, Project Circle offices/Divisions as the case may be.
- m. Bidders are required to go through all the clauses of the bid document and before submission the Bid in BSNL it should be ensured that all the documents/ Annexures as mentioned under the bid document are attached/enclosed properly.
- n. The Bidder is expected to examine all instructions and clauses, forms, terms and BSNL requirements in the Bid Document. Failure to furnish any information required as per the Bid Document or submission of the bids not responsive to the Bid Document in any respect shall be at the bidder’s risk and may result in rejection of the bid.
- o. At any time, prior to the date of submission of Bids, Nodal Circle BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid document by amendments.
- p. The amendments shall be notified in writing or by Fax or e-mail to all prospective bidders at the address/ Fax number/ e-mail ID, intimated at the time of obtaining of the bid document from the Nodal circle and also be posted on the website. These amendments shall be binding on all prospective bidders.
- q. In order to afford prospective bidders a reasonable time to take the amendment into account for preparing their bids, the Nodal circle may, at its discretion, extend the time for the submission of bids suitably.

3) MAINTENANCE OF BOOKS OF ACCOUNTS IN BSNL

BSNL maintains its books of accounts in accordance with Indian Accounting Standards (Ind AS) notified under The Companies (Indian Accounting Standards) Rule 2015 and subsequent amendments thereto under Section 133 of the Companies Act 2013. Financial statements are prepared on a going concern basis under the historical cost convention except for some items. The scheme of accounting in BSNL is as follows:

- 1) Each Circle is divided into number of Business Areas (BAs) which is the Primary Accounting units (PAUs). All the units of BSNL which include the Telecom Circles, Core Network Circles, etc. prepare their independent books of accounts.
- 2) The Business Areas (BAs) within the Circle submits their monthly trial balances to the Circle office. Circle office consolidates the trial balances received from all BAs including its own trial balance and prepares the trial balance for the Circle as a whole.

- 3) Accounts of the Circles are audited on quarterly basis.
- 4) The Corporate office receives quarterly audited accounts from all the Circles and compiles them for BSNL as a whole.

4) ACCOUNTING SOFTWARE IN BSNL

Presently BSNL is maintaining its records on SAP in all Circles therefore final accounts are prepared in SAP.

5) INDIAN ACCOUNTING STANDARDS (Ind AS) IN BSNL

BSNL prepares its books of accounts in conformity with Ind AS from 1st April 2016.

6) INTERNAL AUDIT IN BSNL

Firms which shall be selected and entrusted the work of Internal Audit has to conduct internal audit of the units on quarterly basis. They should maintain highest standards of professional competence and ethics. A thorough professional approach towards work, concisely written Audit Report with concrete suggestions, clear and unambiguous approach towards issues of concern and practical solutions to the issues is highly desirable.

7) INTERNAL AUDITEE CIRCLE(S)

Zone wise list of Internal Audit Circle(s) is as per **Annexure- C**.

8) PLACE OF AUDIT

The appointed Firm will depute their 'Audit Team(s)' at Circle Offices and BAs/ SSAs of circle(s) assigned to them. The audit should be conducted at BSNL premises only and no auditor will be allowed to carry Company's documents outside the premises of BSNL office.

9) SCOPE OF WORK

Internal audit is an important tool of management to keep watch and exercise control over activities of the Company. With the specialized knowledge of professional firms of Chartered Accountants and Cost Accountants, BSNL endeavors to significantly improve not only finance & accounting related performance but also exercise management control over non-financial activities with the help of efficient Internal Audit mechanism.

Companies Act 2013, while giving statutory recognition to the Internal Audit and making it mandatory for certain class of companies vide Rule 13 of the Companies (Accounts) Rules 2014, recognizes the importance and usefulness of Internal Audit by providing that the report of the Board of Directors shall contain the details in respect of adequacy of internal financial control with reference to the Financial Statement (Sub-rules 4 & 5 of Rule 8 of Companies (Accounts) Rules 2014.

Accordingly, to strengthen the control over BSNL's financial and other activities management will rely extensively on the reports submitted by Internal Auditors and hence responsibilities of Internal Auditors are vast and it is expected that the Internal Auditors shall apply their expertise in bringing out the deviations and irregularities and support the concerned unit(s) in streamlining its/ their activities. BSNL management also desires to gather valuable suggestions from Internal Auditors to review, modify and enhance professionalism and financial discipline in the Company.

Based upon BSNL's requirements and working following are the broad guidelines for Internal Auditors–

(I) AS PRIME RESPONSIBILITIES OF THE INTERNAL AUDITOR

- (a) Should ensure that no transaction, agreement, act or commitment of the BSNL Unit is *ultra-virus* to the laws prevailing and/ or applicable for the period under audit.
- (b) Should ensure that no transaction is booked in the books of accounts against mandatory accounting standards issued by the Institute of Chartered Accountants of India and/ or as notified by Companies (Accounting Standards) Rules, 2015 as amended from time to time.
- (c) Should ensure that no transaction is booked in the books of accounts of the BSNL Unit against Generally Accepted Accounting Principles (GAAP), Ind AS, fundamental accounting assumptions and accounting concepts unless the GAAP is/ are superseded by Company's Accounting policies.
- (d) Should ensure that while recognizing transactions BSNL's accounting policies are adhered to.
- (e) Should ensure that the circulars, guidance and (accounting) instructions issued from time to time by BSNL Corporate Office to comply with the changes in laws, business requirements, smoothening of procedures and ease of accounting are being followed properly and correctly. It is also expected that internal auditor should check and ensure that treatment given to transactions is not ultra-virus to the circulars, guidance and instructions so issued by Corporate Office.

In the event of any conflict or inconsistency among the instructions, guidelines, rules, or policies referred to in above points (a), (b), (c), (d) and (e), the following order of precedence shall apply:

1. (a) shall prevail over all others and cannot be superseded.
2. (b) may be superseded only by (a).
3. (c) may be superseded by (a) and (b).
4. (d) may be superseded by (a), (b) and (c).
5. (e) may be superseded by (a), (b), (c) and (d).

(II) MAJOR FOCUS AREAS

The Internal Auditor should check and report that whether Unit(s) under audit is satisfactorily discharging their duties with respect to –

1. **Check and report that whether Unit(s) under audit is satisfactorily discharging their duties with respect to :-**
 - Effectiveness of financial management
 - Implementation of Projects - time, cost and return on investment.
 - Initiatives for enhancement of revenue & its efficiency.
 - Simplification of procedures and rationalization of activities.

- Cost-benefit impact of new schemes and tariff plans.
- Reduction of costs and administrative and financial reforms.

2. Internal Auditors are desired to put special efforts on following issues

- (1) Review of penalties, late fees, demurrage, fines and similar charges, including verification of approvals, identification of root causes and formulation of preventive controls to avoid recurrence and revenue leakages.
- (2) Review of fraud, theft or embezzlement of cash, stores and any other assets.
- (3) Review of all high value transactions (More than 5 Lakhs)
- (4) Review of settlement status of pending matters with CCA, DoT, taxation and other statutory authorities, including monitoring of correspondence, timelines, ageing and closure of long-pending disputes and claims.
- (5) Verification of timely decommissioning, scrapping and disposal of obsolete, impaired and non-performing assets and inventories, including compliance with prescribed procedures, valuation and accounting thereof.
- (6) Review of status and resolution of Statutory Audit and C&AG (F&C) audit qualifications and observations, with specific focus on elimination of recurring audit issues and strengthening of internal controls.
- (7) Verification of licence fees payable and paid to DoT, including identification and reporting of overpayments or underpayments, and calculation, recognition and provisioning of interest, penalties and related liabilities.
- (8) Verification of accounting, utilisation and monitoring of grants, subsidies and government assistance, in accordance with applicable corporate circulars, accounting standards and accounting policies.
- (9) Review of expenditure on telecom infrastructure including towers and related assets, and assessment of their operational performance, utilisation levels and financial viability.
- (10) Review and monitoring of Bank Guarantees, Security Deposits and Earnest Money Deposits (deposited and received), including:
 - Timely retrieval and cancellation of BGs after completion of contracts
 - Validity, renewal and safeguarding of BGs received
 - Monitoring of long-pending SD / EMD balances
 - Updating and control through ERP / SAP systems
 - Prevention of business loss and contractual exposure.
- (11) Verification of correct booking of segment-wise income and expenditure and inter-segment transactions, including timely creation of liabilities and prevention of booking of prior period expenditure as the same is not allowed.
- (12) Comprehensive review of GST compliance and input tax credit controls, including:
 - Compliance with GST rules, instructions and advisories
 - Reconciliation of GST credit between ERP / SAP and GST portal
 - Review of invoice processing and service / material receipt through ERP systems
 - Timely and eligible availment and utilisation of ITC.
- (13) Review of OYT deposits and customer security deposits, including identification of matured deposits, transfer of eligible balances to revenue accounts and resolution of

long-pending balances.

- (14) Review and reporting on government-funded and government-sponsored projects, including Bharat Net, LTE, NPS, 4G Saturation, CANI, Wi-Fi and similar schemes, with focus on billing, collection, revenue recognition, recoverability and project performance at Circle level.
- (15) Review of progress on closure of deficiencies and observations reported in previous internal audit reports, including monitoring of action taken, repeat observations and strengthening of compliance culture.
- (16) Audit of the risk monitoring and risk management framework, including adequacy of risk identification, mitigation measures, reporting mechanisms and governance oversight.
- (17) Identification and highlighting of significant operational, financial and strategic issues having a material bearing on the Company's performance, sustainability and governance.
- (18) Conduct of performance audits of business verticals and circles, including identification of areas of loss of market share or revenue, evaluation of operational efficiency and recommendations for performance improvement and turnaround.

3. Taxation :

- (1) Verification of correct adjustment, accounting and timely payment of all statutory dues including legacy indirect taxes such as Service Tax, VAT, Sales Tax and applicable cesses, as well as current Goods and Services Tax liabilities, in accordance with prevailing laws and rules.
- (2) Ensure compliance with provisions relating to deduction, collection, deposit and reporting of tax deducted at source and tax collected at source under Income-tax and GST laws, including timely filing of statutory returns and issuance of prescribed certificates.
- (3) Review of timeliness and correctness of deposit of all direct and indirect taxes, filing of statutory returns and monitoring of exposure towards interest, penalty and late fees.
- (4) Review and reporting of rectification status and outstanding demands relating to old TANS and PANs, including verification of online rectifications, responses to statutory notices and closure status.
- (5) Ensure compliance with GST provisions relating to registration, invoicing, e-invoicing (where applicable), valuation, classification of supplies, place of supply and time of supply.
- (6) Verification of compliance with Reverse Charge Mechanism, including identification of applicable transactions, timely payment of tax, proper accounting and availment of eligible input tax credit.
- (7) Verification that input tax credit is correctly availed, recorded and utilised in all eligible cases, including compliance with eligibility conditions, documentation requirements, time limits and restrictions prescribed under GST laws.

- (8) Review of reconciliation of input tax credit between books of accounts, GST returns and GST portal data, including identification of ineligible, blocked or mismatched credits and monitoring of reversals and corrective actions.
- (9) Ensure proper distribution of input tax credit under the Input Service Distributor mechanism, including registration compliance, allocation methodology, timely distribution and accounting.
- (10) Review of reconciliation of outward supplies and tax liability between books of accounts, GST returns, e-invoices and e-way bills, including identification of omissions, short payments, classification errors and rate mismatches.
- (11) Verification of compliance with e-invoicing and e-way bill provisions, wherever applicable, including generation, reporting, reconciliation and monitoring of penal exposures.
- (12) Verification of correctness and reconciliation of annual GST returns and statements, including annual returns and reconciliation statements, and proper disclosures and certifications therein.
- (13) Review of compliance relating to advance receipts, credit notes, debit notes, refunds, adjustments and reversals under GST laws.
- (14) Verification of withholding tax compliance on payments to vendors, contractors, professionals, employees and suppliers, including correct classification of payments, applicability of correct tax rates, threshold limits and exemptions.
- (15) Review of compliance with statutory audits, departmental audits, assessments, inspections and surveys conducted by Income-tax and GST authorities and monitoring of observations and directions issued thereunder.
- (16) Review of pending tax litigations, assessments, appeals and disputes with central, state and local authorities relating to Income-tax, GST, VAT, Service Tax and other statutory levies.
- (17) Assessment of adequacy of provisions made for tax demands, disputed liabilities and contingent liabilities and verification of proper recognition and disclosure in the financial statements in accordance with applicable accounting standards.
- (18) Review of actions taken in defending tax matters, including engagement of consultants, filing of appeals, monitoring of statutory timelines and evaluation of litigation strategy.
- (19) Verification of compliance relating to refund claims, receipt and adjustment of refunds and accounting thereof, including monitoring of pending refunds and interest receivable.
- (20) Review of internal controls, systems and procedures relating to taxation, including documentation, approvals, ERP / SAP controls, vendor compliance monitoring and risk mitigation mechanisms.
- (21) Identification and reporting of potential tax exposures, compliance gaps, revenue leakages and risks, including impact assessment and recommendations for corrective and preventive actions.
- (22) Verification of compliance with current amendments, rules, notifications,

circulars and judicial pronouncements under Income-tax and GST laws and assessment of their impact on operations and financial statements.

4. Finance & Accounts:

- (1) Proper and timely maintenance of books of accounts, including vouchers and supporting documents.
- (2) 100% vouching of bank and cash vouchers and JVs (except staff claims) and sample checking of staff claim vouchers.
- (3) Review of internal control mechanism for cash handling and cash transactions, including fund requisition, receipt and utilization to avoid excess or redundant funds beyond budget allotment.
- (4) Review of delay in invoice processing
- (5) Ensure timely completion of Bank Reconciliation Statements (BRS), review of unclear cheques, unlinked debits and credits, and timely reversal of cheques issued but not presented beyond 90 days.
- (6) Review of salary, advances, temporary advances and other employee-related transactions, including charging of interest on delayed settlement of temporary advances.
- (7) Timely preparation of monthly Trial Balances and Final Accounts, with verification of reverse balances, nullification of zero balance GLs and proper justification for abnormal balances.
- (8) Timely and correct booking of revenue, expenditures, liabilities and assets in the appropriate accounting period.
- (9) Timely and correct deposition of all taxes and levies (direct and indirect), filing of returns and settlement of disputes, wherever applicable.
- (10) Budget allotment and utilization strictly against respective budget heads.
- (11) Maintenance of Fixed Assets Register, physical verification of assets / inventory / WIP and proper accounting thereof.
- (12) Creation and timely recognition of ARO liabilities and ARO assets for new asset creation on leasehold land.
- (13) Proper recording, conversion and reconciliation of CWIP, including age-wise analysis and reporting of pendency.
- (14) Reconciliation of main / general ledgers with subsidiary ledgers for stores, debtors, creditors, receivables and payables and elimination of differences.
- (15) Age-wise review and reconciliation of sundry debtors, including obtaining balance confirmations and reconciliation between SLR and Trial Balance.
- (16) Review of recoverables and payables with DoT / CCA / MTNL and other departments and monitoring timely settlement of balances.
- (17) Review and recommendations for minimizing adverse / negative balances under various GLs.
- (18) Review of bank charges debited by banks as per agreements.

- (19) Verification of vendor classification and compliance with MSME provisions, including provision for interest wherever applicable.
- (20) Ensure compliance with Ind AS-115 (Revenue Recognition).
- (21) Ensure techno-economic assessment and accounting of impairment of assets.
- (22) Review of pending legal cases and adequacy of provisions, including verification of contingent liabilities for all statutory and government cases.
- (23) Ensure correct calculation, capitalization and accounting of borrowing costs and overheads, with adherence to Ind AS-16 and Ind AS-116.
- (24) Review of age-wise analysis of GRIR balances, ATD / ATCs and open purchase orders.
- (25) Review of Revenue from Operations, including timely recognition of revenue, advance income and accrued revenue across all segments.
- (26) Verification of correctness and completeness of payroll processing.
- (27) Review of decommissioning and sale of scrap and assets, including identification of assets, preparation of ACE-9, accounting of sale proceeds, MSTC commission and approvals for inventory write-off.
- (28) Review of collection and remittances of cash and cheques collected in CSCs including OCSCs and suggestions for improvement.
- (29) Review of sales and marketing transactions, including SIM sales, CTOUP sales, reconciliations and commission accounting.
- (30) Review of external projects and contributory works, including reconciliation of customer advances, expenditure incurred and timely recognition of revenue as per agreements.
- (31) Review of Real Estate Management, Land Monetization and Space Monetization activities.
- (32) Review of FTTH and CBP Wallet revenue reconciliation and commission accounting.
- (33) Review of Revenue Assurance related exceptions and monitoring of corrective actions taken to close the same.
- (34) Verification that assets related to Telegram and Telex services are decommissioned or transferred appropriately.

5. Physical stores and its verification:

- (1) Ensure real-time recording of inward and outward movement of store items and maintenance of proper registers, bin cards and movement records at stores.
- (2) Verification that Stores Receipt Vouchers (SRVs) and Stores Issue Vouchers (SIVs) are regularly forwarded to the Store Accounts Section and periodic reconciliation is carried out between store records and financial records.
- (3) Ensure valuation and classification of inventory in accordance with Ind AS-2, including identification and provisioning for slow-moving, non-moving and obsolete inventory.
- (4) Review the periodicity and adequacy of physical verification of inventory,

resolution of discrepancies and conduct test-check physical verification at least once in a quarter.

- (5) Ensure that physical verification reports, duly signed by the IFA, accompany the quarterly audit report.

6. Test of Effectiveness of Risk Control Matrices of Internal Finance Control System:

Risk Control Matrices and Process narratives for 12 significant business processes, which are relevant for Internal Finance Control in BSNL is available with the Circles. These controls are divided in to two parts based on their criticality: (i) Critical Controls (ii) Normal Controls

Internal Auditor has to perform test of operating effectiveness of all these controls on behalf of the BSNL Management and give a report to Management pointing out the control gaps and suggesting the remediation of those gaps in the Template as **Annexure- A**. The report should be in two parts Part-I for Critical Controls and Part-II for Normal Controls. Auditee circle will provide the list of controls for test of effectiveness to Internal Auditor.

7. AUDIT REPORT

The Audit Report should be concise, to the point and should be professionally written covering all important aspect. Above guidelines are indicative and not exhaustive. Wherever internal auditor notices issues to report he should clearly report in such a way that shall meaningfully be used by BSNL.

Further, internal auditor is expected to have good working knowledge of **'Standards on Internal Audit' (SIA) issued by ICAI** from time to time and should suitably apply such standards while conducting internal audit and concluding his comments.

The **Management/ Executive summary** should be integral part of audit report and auditor is expected to prepare the same for whole circle on quarterly basis and send to Internal Audit Section of Corporate Office along with the Action taken note by the IFA.

Further report of Test of effectiveness of Risk Control Matrices of Internal Finance Controls in two Parts, one for Critical Controls and another for Normal Controls along with recommendations of the Auditor for remediation of gaps will also be an integral part of the Internal Audit Report.

The Management /Executive Summary should also contain important findings of the Internal Auditor while performing Test of Effectiveness of Risk Control Matrices.

8. Additional Responsibility of Internal Auditor of Corporate Office

The Internal auditor of the Corporate Office has to consolidate quarterly Internal Audit Reports of all Circles in addition to his quarterly report of the corporate office. He should submit the consolidated report to be presented before BSNL

Management along with Executive summary and his recommendations.

9. **SUGGESTIONS**

- (1) Suggestions for improvement in accounting, following of rules, dealing with taxation matters, awareness about accounting standards, laws prevailing and amendments being introduced by government.
- (2) Suggestion for better accounting practices and business policies based on auditors' experience with practicality of uniform applicability in a pan India environment.
- (3) Suggestions for betterment of processes, capturing of information and improving MIS.
- (4) Suggestion for improvement in internal control system for financial and non-financial activities.

(III) TIME FOR COMPLETION OF WORK

Since BSNL has floated Bonds hence, it has to follow the Timeline strictly.

- a. Internal audit will be conducted on quarterly basis. The Quarters will be as follows:

Quarters	Period Covered	Quarters	Period Covered
Quarter I	1st April – 30th June	Quarter III	1st October – 31st December
Quarter II	1 st July – 30 th September	Quarter IV	1 st January – 31 st March

- b. In each Quarter at least 25% of BAs/ SSAs should be physically visited and audited by the Audit Firm. Audit of remaining 75% BAs in each phase will be conducted by Audit Firm in the Circle Office only.
- c. The audit team should comprise of at least 3 personnel, 1 Qualified CA/CMA and 2 Semi-Qualified CA/CMA. But in case of Corporate Office, report of both Bas needs to be submitted separately along with circle-wise compilation.
- d. The Audit report should be prepared circle wise considering the performance of all the BAs/ SSAs of the Circle for each quarter and should be submitted within 15 days of quarter ending. For example, audit report for the Quarter I (April – June 2026 quarter) should be submitted latest by 15th Jul 2026.
- e. The aforesaid report should be submitted in hardcopy to the Chief General Manager of Circle. Soft copy of Audit Report should also be shared invariably.
- f. The Audit Report should be in conformity with the 'Scope of Work' as indicated and Auditor may add more meaningful inputs depending on the findings in the course of Audit.
- g. In addition to the above, The Audit Report should also accompany the format enclosed as

Annexure- B.

- h. The following general guidelines has been suggested with the format for Audit Report :
- i. Auditor should give their comment on each and every point. If not applicable to circle or unit the auditor should specifically mention the same.
 - ii. While giving comment, auditor shall specify the financial impact on BSNL.
 - iii. An Executive Summary highlighting major points should be attached.
 - iv. Auditor shall mention his recommendations clearly in Executive Summary giving full disclosures.
 - v. Management replies or comments should be mentioned in the last column.
 - vi. Auditors may attach annexure to any point in case details are required.
 - vii. The auditor should consider the Action taken report by management on previous quarter Report.
 - viii. In case of difference in opinion between the Management (at Circle level) and Internal Auditor on any observations of internal auditors, the same shall be referred to BSNL Corporate Office for their comments and guidance on the matter.
 - ix. The Internal auditor of the Corporate Office has to consolidate Audit Reports of all Circles quarterly in the format enclosed as **Annexure-B** in addition to his quarterly report of the corporate office.

Annexure-A

Template for Test of Effectiveness (TOE):- To be conducted by Internal Auditors quarterly of all the controls of 12 processes:

Circle	Business Unit	Area	Category	Control Ref No.	Risk Description	Control Description	Evidence received from Circle	Evidence not received from Circle	Control performance (Y/N)	Final Status(Fully Compliant/ Partially Compliant/ Non Compliant/ Not Applicable)	Reasons of Partially Compliant/Non Compliant/Not Applicable	Recommendations	BSNL Contact person who shared the Details	Remarks

Bharat Sanchar Nigam
Limited Format of Internal
Audit Report

**INTERNAL AUDIT REPORT OF..... (Name of circle), BSNL for the
Quarter ended.....**

Sl. No.	Scope	Auditors's Observation	Financial Impact	Root Cause of Deviation, if any	Action taken Report by Management

General Guidelines for Internal Audit:

- 1. Auditor should give their comment on each and every point of Scope of work. If not applicable to circle or unit the auditor should specifically mention the same.**
- 2. While giving comment, auditor shall specify the financial impact on BSNL and root cause of deviation, if any.**
- 3. An Executive Summary highlighting major points should be attached.**
- 4. Auditor shall mention his recommendations clearly in Executive Summary giving full disclosures.**
- 5. Management replies or comments should be mentioned in the last column.**
- 6. Auditors may attach annexures to any point in case details are required.**
- 7. The auditor should consider the Action taken report by management on previous quarter Report.**

Annexure-C

(1) Details of BSNL Circles, Zone Wise Nodal Circle(s) and EMD Amount with estimated audit fees:

ZONE	Circle Name	Circle HQ Location	Nodal Circle	All Inclusive Estimated Fees (including taxes) for two years for FY 2026-27 and 2027-28 (In Rs.)	EMD Amount (In Rs.)
<i>(a)</i>	<i>(b)</i>	<i>(c)</i>	<i>(d)</i>	<i>(e)</i>	<i>(f)</i>
WEST ZONE	Maharashtra Telecom	Mumbai	Maharashtra Telecom	755554	16000
	ITPC	Pune		100252	3000
	Gujarat Telecom	Ahmedabad		587876	12000
	Core Network West	Mumbai		274198	6000
	M P Telecom	Bhopal		291998	6000
	Chattisgarh Telecom	Raipur		245720	5000

(1) PAYMENT TERMS

- i. The Audit Fees will be paid to the respective Auditors by the **Circle concerned** under intimation to its Nodal Circle.
- ii. **Fees will be paid as under:**
95% of proportionate quarterly Fees (Total Fee for two years/8*95%) will be paid on submission of Audit Report of each Quarter. However, on completion of Internal Audit for last quarter and submission of its report, balance Fees (100% for last Quarter plus balance of previous Quarters) will be paid.
- iii. Bill for Audit Fee should be raised on the Circle concerned.
- iv. Paying authority : Chief Accounts Officer, Central Registry, 6th Floor, B Wing, BSNL Admin Building, Juhu Danda Road, Santacruz West, Mumbai - 400054 (Maharashtra).
- v. Bills are to be submitted in duplicate copies to the Chief Accounts Officer, Central Registry, 6th Floor, B Wing, BSNL Admin Building, Juhu Danda Road, Santacruz West, Mumbai - 400054 (Maharashtra) along with the following documents for further processing for payments.
- vi. The Audit Firm should raise bill with all mandatory details and disclosures on its letter head and amounts with respect to fees and GST should be clearly mentioned.
- vii. The GST amount shall be paid only on reflecting the GSTR 2A.
- viii. TDS / GST TDS will be deducted as applicable.
- ix. No TA/DA/other expenses will be paid/ reimbursed by BSNL to Audit Firms except when they are called for attending any meeting and the distance travelled is more than 50 kilometers. Bill, if any, for reimbursement of TA/DA should be separately submitted.
- x. The admissible TA/ DA shall be equivalent to the TA/ DA rates applicable for Statutory and Branch Auditors (**Annexure-A**).

(2) Delays in Bidders Performance:

Services shall be provided by the Bidder in accordance with the time schedule specified by the purchaser in its Purchase Order/Work Order.

In case the service is not completed in the stipulated delivery period, as indicated in the Purchase Order/Work Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the bidder and purchaser reserves the right to procure balance unsupplied service at the risk and cost of the defaulting Bidder.

Delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions:

- a. forfeiture of its performance security,
- b. imposition of liquidated damages, and/or
- c. Short closure of the contract in part or full and/ or termination of the contract for default.

(3) Liquidated Damages

In case of any delay in submission of report as mentioned in Scope of Work, penalty at a rate of (i) Rs.2,000 per day for first One week of delay & thereafter at rate of (ii) Rs.5,000 per day will be imposed. Delays on account of the Bidder will attract penalty as above, but the penalty in total will be subject to a maximum of 12% of the effective PO cost of the respective circle.

Annexure – A

TA / DA Entitlement

Mode of Conveyance / Stay	Group			Remark
	Partner	Qualified Assistants (CA, ICWA, CS)	Other Than Qualified Assistants	
Taxi - For distances beyond eight (8) Kms.	Rs.8 /- per Km.	Rs. 8/- per Km.	Rs. 8/- per Km.	Subject to production of receipt
Own Car - For distances beyond eight (8) Kms.	Rs.6/- per Km.	Rs. 6/- per Km.	Rs.6/- per Km.	In case one or more audit staff is going to same destination on same day only Only one Taxi /Own car fare will be admissible.
Travel by Train	Equivalent to JAG	Equivalent to STS	Equivalent to Sr. AO	On production of Railway Tickets
Travel by air	Equivalent to JAG in BSNL and if the distance involved is more than 500 Kms. and the journey cannot be performed overnight	Not entitled	Not entitled	On production of Air Tickets
DA (if Stay in Hotel)	Equivalent to JAG Officers in BSNL	Equivalent to STS Officers in BSNL	Equivalent to Sr. A. O. in BSNL	Subject to production of receipt
DA (If own arrangement is made)	Equivalent JAG Officers in BSNL	Equivalent to STS Officers in BSNL	Equivalent to Sr. A. O. in BSNL	

Note: The above rates are effective as on date and any revision in the rates will be notified separately.

Buyer Added Bid Specific Terms and Conditions

1. ACTION BY PURCHASER AGAINST BIDDER/VENDOR IN CASE OF DEFAULT

Any other default whose complete list is enclosed in **Annexure- I of this document**.

2. SET OFF

Any sum or money due and payable to the bidder (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any of the person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the bidder.

GST would not be liable on security deposit. But if bidder set off these security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

3. Intellectual Property Rights:

All rights, title and interest of BSNL in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of BSNL and Bidder shall not be entitled to use the same without the express prior written consent of BSNL. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Award/Work Order.

4. INDEMNIFICATION

Bidder shall protect, defend, indemnify and hold harmless the purchaser and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages. Bidder shall submit Indemnity deed, duly signed by the authorised person, as per the format attached as Annexure-V.

5. SPECIAL INSTRUCTIONS TO BIDDERS

- i. The Firms appointed as Internal Auditors will not be allowed to sub-contract the work assigned. In case it is subsequently found at any stage of the appointment process/post appointment that outsourcing has been resorted to, the appointment will be liable for cancellation with immediate effect without prejudice to other rights and remedies available to BSNL.
- ii. The appointment of Internal Auditors will be for a period of two (2) years i.e. F.Y. 2026-27 and 2027-28 However, BSNL shall review the tender every six (6) months on a requirement basis as BSNL may shift from Circle-based accounting to Zone-based accounting. In the event that the

tender is required to be foreclosed, the concerned Nodal Circle, on instructions from BSNL Corporate Office, will inform the audit firm at least one (1) month prior to the end of the current half-year period. In the normal course, the concerned nodal Circle will independently inform the audit firm regarding the continuation of the engagement at least fifteen (15) days prior to the end of the current half-year period.

- iii. It is desirable that the Firms so appointed possess requisite knowledge of ERP/ SAP. While quality of audit must be maintained by the firm(s), BSNL will not impart any formal training to any of the partner / assistant of the Firms.
- iv. The designated team of the firm (s) will work in strict confidence and will ensure that the information in respect of the operation of the area/unit is dealt in strict confidence and secrecy. A declaration for maintaining confidentiality should be provided by the firm before commencement of work. Format for standard declaration is given in **Annexure-II**.
- v. The Firm should depute 'Audit Team(s)' to complete the work within scheduled and each Audit Team should comprise sufficient number of incumbents headed by qualified CA/ CMA. Name of the Qualified CA/CMA to be intimated in writing to BSNL. Any change in such CA/CMA should be with prior written intimation and consent of BSNL.
- vi. An Internal Audit firm cannot continue in one circle for more than 3 (three) years. Hence, the firm who remained internal auditor of a Circle in BSNL for two years continuously i.e. 2024-25 & 2025-26 cannot apply for that Circle as the EOI is to be floated for next two years consecutively. A certificate in this regard is to be provided by the firm.
- vii. A Firm can apply for more than one circle.
- viii. The appointed Firm will be debarred from getting, in future, any work in BSNL in the following cases:
 - a) If it is found that the Firm has obtained the appointment on the basis of false information, false statements, misrepresentation, unfair means and solicitation.
 - b) If the Firm does not take up the assigned work in terms of appointment.
 - c) If the Firm does not submit the report completed in all respect in terms of appointment.
 - d) If the Firm violates any of the terms and conditions stipulated under this EOI.

Also the Internal audit work assigned through this tender may be withdrawn with immediate effect.

- ix. The quality of the work performed by the Audit Firms will be reviewed quarterly by BSNL Management based on the audit report submitted along with Management comments of the respective Circle.

BSNL Management may, without prejudice to any other remedy available for the breach of any conditions of EOI, by a written notice of 14 days, issued to successful bidder at its registered office, terminate this agreement under any of the following circumstances:

- a. Successful bidder failing to perform any obligation(s) under the EOI;
- b. Successful bidder failing to rectify, within the time prescribed for rectification, any lacuna in performance of obligation as may be pointed out by BSNL;

- c. Performance of the successful bidder is not in conformity with the scope of the work;
- d. Successful bidder going into liquidation or ordered to be wound up by competent authority.

In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

- x. It is the sole responsibility of the Firm to comply with the all labour laws and other applicable Laws in relation to the Firm's staff engaged in BSNL for internal Audit assignment.
- xi. CGM of Nodal Circle is empowered to issue any clarification/modification in EOI.
- xii. ACTION AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT:
In case of default by Bidder(s)/ Vendor(s) such as
 - a) Does not provide the service in time;
 - b) Or any other default
 Action will be taken as defined in Annexure-I.

6. Experience Criteria: (Refer Pre-qualification Criteria for the Bidders)

Bidder should have prior experience of Internal Audit/Statutory Audit work in India in accordance with INDAS OR projects involving INDAS convergence in India OR a combination thereof in last five financial years i.e. 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 of Public Sector Undertaking(s)/ Telecommunication Company (ies) having Annual Turnover of Rs. 200 Crores or more (Rs 100 Crore for MSE/ Startups) for at least two years (one year for MSE / Startups) out of the latest 5 years.

Proof of assignment from Client, along with work completion certificate from client, Published copy of P&L of Client Companies and turnover statement of the Public Sector Undertaking/ Telecommunication Companies are required to be submitted.

7. Bidder's Turnover: Refer Pre-qualification Criteria for the Bidders

The Average Annual Turnover of the bidder from consultancy / Audit of the Firm for the past three consecutive years i.e. 2022-23, 2023-24, 2024- 25 should not be less than Rs.50 Lakh (Rs.25 Lakh for MSE/Startups)

Sufficient documentary proofs like audited P&L A/c, ITR etc are required to be submitted.

8. Bid Security

- i) The bidder shall furnish the EMD/Bid Security as per the below Bank/Beneficiary details.

BSNL Bank/Beneficiary Details for e-Payment transaction.

Beneficiary name	- BSNL COLLECTION AS AO CASH PGMTD BSNL
Name of the Bank	- UNION BANK OF INDIA
Bank Branch	- Santacruz West
IFSC Code	- UBIN0536911
Bank Account No	- 369101010090330
MICR Code	- 400026054

- ii) However, Bid Security may also be submitted in one of the following ways.

- a) Demand Draft/ Banker's cheque drawn in favour of "BSNL COLLECTION AS AO CASH PGMTD BSNL"
- b) Bank Guarantee (format as per the **Annexure-III**) or e-Bank Guarantee from a "Scheduled Commercial Bank from public / private sector (excluding Co-operative banks)", OR Insurance Surety Bond from Indian Insurance Company (format as per the **Annexure-IV**), drawn in favour of 'AGM CPC BSNL Maharashtra Circle office Mumbai'. The Bank Guarantee or Insurance Surety bond shall be valid for at least 30 days beyond the required bid validity period, with a claim period of at least 6 months beyond the validity period. A copy of the SFMS message from the bidder's BG issuing Bank should also be submitted with the BG, as well as at the time of renewal or extension, if any.
- c) For acceptance of e-BGs (EMBG or PBG), BSNL has on-boarded NeSL with following details:
- 1) Beneficiary Phone No:
 - 2) Email id. :
 - 3) PAN of Entity:
 - 4) Constitution Type:
 - 6) Complete Name:
 - 7) Full Address:

Bidder has to upload scanned copy/proof of the Bid Security along with the bid and has to ensure delivery of hardcopy to the Buyer within 5 working days of Bid End date/ Bid Opening date.

ZONE	Circle Name	Circle HQ Location	Nodal Circle	All Inclusive Estimated Fees (including taxes) for two years for FY 2026-27 and 2027-28 (In Rs.)	EMD Amount (In Rs.)
(a)	(b)	(c)	(d)	(e)	(f)
WEST ZONE	Maharashtra Telecom	Mumbai	Maharashtra Telecom	755554	16000
	ITPC	Pune		100252	3000
	Gujarat Telecom	Ahmedabad		587876	12000
	Core Network West	Mumbai		274198	6000
	M P Telecom	Bhopal		291998	6000
	Chattisgarh Telecom	Raipur		245720	5000

9. Performance Security

- i) The bidder shall furnish the Performance Security as per the Bank/Beneficiary details mentioned under Clause 7(i).
- ii) However, Performance Security may also be submitted in one of the following ways.
 - a) Demand Draft/ Banker's cheque drawn in favour of "BSNL COLLECTION AS AO CASH PGMTD BSNL"

- b) Bank Guarantee (format as per the **Annexure-V**) or e- Bank Guarantee from a Nationalized/Scheduled Bank in India (except Co-operative banks), OR Insurance Surety Bond from Indian Insurance Company (format as per the **Annexure-VI**), drawn in favour of “AGM CPC BSNL Maharashtra Circle office Mumbai”. The Bank Guarantee or Insurance Surety bond shall be valid for 30 months, with a claim period of at least 6 months beyond the validity period. A copy of the SFMS message from the bidder’s BG issuing Bank should also be submitted with the BG, as well as at the time of renewal or extension, if any.

10. The bidder is required to quote fee ((including taxes) for two (2) years i.e. 2026-27 and 2027-28 for the circle(s).

11. Near Relationship Certificate (format as per Annexure-I as given in Pre qualification).

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL **units***

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited Company the certificate will be given by all the Directors of the company, **but excluding following:**

- a) Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- b) Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

***Unit**, shall be taken as following:

- (a) In case of any near relative of the bidder being non-executive employees, the “BSNL unit” is defined as “Business Area (BA)”.
- (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the “BSNL unit” is defined as “BSNL Circle”.
- (c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), “BSNL unit” is defined as “BSNL as a whole”.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

12. One Bid per Bidder:

One Bid per Bidder A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. More than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. Holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause. All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids. In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

13. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before

enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then BSNL will take action as per Clause-1 of Appendix-1 of this Section.

14. RESOLUTION OF DISPUTES

14.1 Disputes and Excepted Matters

14.1.1 All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, that cannot be resolved amicably between the Contract manager/ Procuring officer, shall be hereinafter called the "Dispute". The aggrieved party shall give a '**Notice of Dispute**' specifying all points of Dispute/ issue, the amount of any quantified claims citing relevant Contractual clause, and, to the extent possible, an estimate of the monetary value of all other claims, along with supporting document(s) to the other party, and requesting for invoking the following dispute resolution mechanisms.

14.1.2 After receipt of a 'Notice of Dispute', as above, the parties shall in good faith, make all reasonable efforts, to arrive at a mutually acceptable resolution to the disputes raised in the "Notice of Dispute" in formal meetings(s) between authorized representatives of the parties.

14.1.3 Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.

14.1.4 Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or pendente-lite interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.

14.1.5 In case the parties fail to amicably resolve the disputes between them within 60 days of **receipt of "Notice of Dispute" sent under clause 20.1.1 above, the following provisions, as** mentioned below, shall follow:

The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1) Adjudication

2) Mediation

3) Arbitration

14.2 Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of BSNL, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where BSNL has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award tender process or conditions.
- 3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 4) Any claim, difference or dispute relating to, connected with or arising
 - (i) out of BSNL's decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
 - (ii) Any claim, difference or dispute relating to, connected with or arising out of BSNL's decision under the provisions of Integrity Pact executed between BSNL and the Bidder / Contractor;
 - (iii) Any dispute pertaining to insolvency and bankruptcy, property laws.
- 5) Provisions incorporated in the contract, which are beyond the purview of BSNL or are in pursuance of policies of Government, including but not limited to
 - a. Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government.
 - b. Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard
 - c. Purchase preference policies regarding MSEs and Start-ups

14.3 Adjudication

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a '**Notice of Adjudication**' specifying the matters which are in question, or subject of the dispute or differences indicating the relevant contractual clause, as also the amount of claim item-wise

to CGM of the BSNL circle as the case may be, or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor/ purchaser may proceed to invoke the process of Mediation as follows.

14.4 Mediation of disputes

- 1) For cases with dispute amount more than 10 Crores, Mediation shall be conducted through the mediation scheme framed by the Department of Telecommunications, Government of India vide OM No. 1-1/4/2024-Law (I) dated 22.11.2024, comprising, where considered appropriate, a retired judge, a retired senior officer, and/or a technical expert ("Mediation Scheme")
- 2) For cases with dispute amount less than 10 Crores, the mediation process will be adopted as per institutional mediation provisions defined under the Mediation Act, 2023.
- 3) The cost of the mediation shall be shared equally by the parties unless otherwise agreed.
- 4) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and Mediator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 5) The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.
- 6) **Termination of Mediation:** Disputes shall remain alive if the mediation is terminated as follows:
 - (a) By written declaration of the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified, on the date of such declaration; or
 - (b) By a written declaration of any party to the mediator, **before the signing of settlement agreement by both sides**, to the effect that the mediation proceedings are terminated, on the date of such declaration; or
 - (c) If the parties fail to reach an agreement on a settlement of the dispute, within stipulated time from the appointment of mediator.

On termination of Mediation, if the dispute is still alive, the aggrieved party shall be free to invoke litigation.

Enterprises or with any government body, the following shall apply:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) I Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

15. **APPLICABLE LAW AND JURISDICTION**

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.
- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

16. **SET OFF**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied."

17. **INTIMATION OF SUPPLY STATUS**

The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned Planning Branches of BSNL.

18. **DETAILS OF THE PRODUCT**

The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and Customs law offered in

this tender. The technical literature of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

19. **FALL CLAUSE**

19.1 The prices once fixed will remain valid during the scheduled delivery period.

19.2 Further, if at any time during the contract

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

and /or

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

Then the purchaser, for the purpose of delivery period extension, 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.

19.3 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."

19.4 In case under taking as in Clause 23.3 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.

20. **As the Quantity in this tender is non-divisible, Preference to MSE will be as per GeM portal.**

ACTION AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender	
	<i>(i) If detection of default is prior to award of APO/WO</i>	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<i>(ii) If detection of default after issue of APO/WO but before receipt of PG/ SD (DD, BG etc.)</i>	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.

	(iii) If <i>detection of default after receipt of PG/SD (DD, BG etc.)</i> .	<p>i) Cancellation of APO /WO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.</p>
	(iv) If <i>detection of default after issue of PO/ WO</i>	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO/WO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.</p>
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical /Verbal means to threatens BSNL Executive / employees and/ or obstruct them from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.

4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	<ul style="list-style-type: none"> i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<ul style="list-style-type: none"> i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<ul style="list-style-type: none"> i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD;</p> <p>OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/PG & SD etc. and by invoking ‘Set off’ (clause 4) or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
Note 5:- The claims may be submitted with or without collusion of BSNL executive/employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &</p>

	<p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for Unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) Undertakes any action that affects/ endangers the security of India.</p>	<p>Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of thePO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty</p> <p>v) from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) in spite of order of Arbitrator.</p> <p>b) in spite of Court Orders.</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p> <p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>

11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of this tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in this tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

Declaration of Confidentiality

Subject to conditions contained in this EOI, Firm shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL during the audit and shall use its best endeavours to secure that:

- a) No person acting on behalf of Firm divulges or uses any such information except as may be necessary in the course of providing services to BSNL;
- b) No person seeks such information other than that is necessary for the purpose of internal audit works as specified in the EOI; and
- c) The Firm shall bind its employees to terms of confidentiality clause and shall take all action reasonably necessary to secure the confidentiality of such information against theft, loss or unauthorized disclosure.

This clause shall survive the termination or expiry of the assignment as Internal Auditor of BSNL.

Signature of the Authorized Signatory

Format for BID SECURITY/EMD Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Bid Security/EMD guarantee.

Whereas M/s.....R/o.....
..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs.- (hereafter known as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity date") in favour of AGM CPC BSNL Maharashtra Circle office Mumbai (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.
Now at the request of the Bidder, We..... Bank
.....Branch having.....
..... (Address) and Regd. office address as.....
..... (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

1. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
2. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
3. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
4. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Notwithstanding anything herein contained:

- (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL COLLECTION AS AO CASH PGMTD BSNL" payable at Mumbai.

E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time through Bank Mandate.

The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers.....

FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of appropriate value)

Insurance Surety Bond for Bid Security

Whereas M/s R/o
(Hereafter referred to as **Principal**) has approached us for giving a Surety of Rs./- (hereafter known as the “**Surety Amount**”) valid up to/...../ 20..... (hereafter known as the “**Validity date**”) in favour of AGM CPC BSNL Maharashtra Circle office Mumbai (Hereafter referred to as **BSNL**) for participation in the tender of work of..... vide tender no.

Now at the request of the Principal, We Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, and Registered/Head Office (the “**Surety**”) to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal**'s failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the “**Surety Amount**”.
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the **Principal** shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
5. We the Surety further agree with the BSNL that the BSNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said **Principal** from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against the said **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained:
- (a) The liability of the Surety under this Surety bond is restricted to the “**Surety Amount**” and it will remain in force up to its Validity date specified above.
 - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker’s Cheque in favour of “BSNL COLLECTION AS AO CASH PGMTD BSNL” payable at Mumbai or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place:

Date: (Signature of the Insurance Company Officer)
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number:

Name of the officer:

Designation:

Official Email ID:.....

Complete Postal address of Insurance Company:

Telephone Numbers

Fax numbers

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

.....
.....
.....
.....

Format for Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas AGM CPC BSNL Maharashtra Circle office Mumbai (hereafter referred to as BSNL) has issued an Contract/APO no. Dated/...../20..... awarding the work of..... to M/s..... R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour AGM CPC BSNL Maharashtra Circle office Mumbai of Rs...../- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, WeBankBranch having.....(Address) and Regd. office address as.....(Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL COLLECTION AS AO CASH PGMTD BSNL" payable at Mumbai. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time through Bank Mandate.

The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:.....

Date:.....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers.....

Performance Guarantee Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value)

To ,

Surety Bond No :
Surety Bond Issue dt :
Surety Bond Amt. :INR
Bond Valid upto :
Bond Claim Period :

Dear Sir / Madam,

Whereas AGM CPC BSNL Maharashtra Circle office Mumbai (hereafter referred to as **BSNL**) has issued an Contract/APO No. Dated awarding the work of (the “Agreement”) to M/s, R/o (hereafter referred to as “**Principal**”) and BSNL has asked Principal to submit a performance guarantee in favour of AGM CPC BSNL Maharashtra Circle office Mumbai of INR (hereafter referred to as “Bond Amount”) valid up to dd.mm.yyyy (hereafter referred to as “Validity Date”)

Now at the request of the Principal, We Insurance Company Limited,registered under the Insurance Act, 1938, with its Corporate office, and Registered/Head Office (the “**Surety**”) to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issuedvide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker’s Cheque in favour of “BSNL COLLECTION AS AO CASH PGMTD BSNL” payable at Mumbai or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed INR **(Rupees: Only).**
2. This Surety Bond shall be valid upto(Validity date)
3. Further a claim period of **6 (Six) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place:

Date:

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number:

Name of the Surety officer:

Designation:

Complete Postal address of Surety:

.....

Telephone Numbers

Fax numbers

Email ID (only official Email ID).....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

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NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given by the bidder in respect of status of employment of his/ her near relation in BSNL)

** I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any **BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.***

OR

** Following are the details of near relatives working with the BSNL.*

<i>S. No.</i>	<i>Name of the Relative</i>	<i>Designation</i>	<i>Name of the Unit (Office & section of BSNL) where working</i>

** Strike off whichever is not applicable.*

In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor/ Partners/ Directors of the tenderer entity

With date and seal

DEED OF INDEMNITY

This **DEED OF INDEMNITY** is executed on this the <<Date>>, by <<Name of the Bidder>>, a company/ firm registered under the (Applicable acts, as the case may be) (hereinafter referred to as the **Bidder**) and having its registered office at <<Address of the Bidder>>..... acting through << Authorized Signatory>>..... is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, Office (hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **on the Other Part.**

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender Enquiry No..... (hereinafter referred to as ‘Tender’) for the purpose of <**Details of Bid**>.The Bidder had submitted its bid/ proposal dated _____(hereinafter referred to as the ‘Bid’) for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (b) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

- 1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder in the process of fulfilment of required obligations during contract period.
 - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
 - I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
- 2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
- 3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
- 4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
- 5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:
Place:

<< Name of the Bidder>>

Witness 1: (Sign, Name & Mobile No.)
Witness 2: (Sign, Name & Mobile No)

Annexure E Bidder's profile

(The bidder has to give duly filled Annexure E alongwith annexures as mentioned below)

1. Name of the Firm and address of the Registered Office of the Firm.....

2. Full Postal Address of Office/ Branches (in enclosed format **Annexure- EA**)

3. Date of formation (as per the constitution certificate issued by the concerned authority. Latest certificate issued by the authority will be considered).

4. Undertaking that the firm or any of its partners is not associated with BSNL in any personal capacity.

5. The bidder's certificate as defined in **Annexure-I** of preconditions that none of his/her near relative is working in the units where he is going to apply for the tender.

6. Details of the partners in the firms :

S. No.	Name	qualification	Email	Contact number
1.				
2.				
3.				

7. Number of qualified Employees (either CA and/or CMA qualification) along with their names and qualification: Self declaration by the Firm

8. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

9. Permanent Account No.

10. GSTN No

Details of the Bidder's Bank for effecting e-payments:

Beneficiary Bank Name:.....

Beneficiary branch Name:.....

IFSC code of beneficiary Branch.....

Beneficiary account No.:.....

Branch Serial No. (MICR No.):.....

11. Whether the firm has Office/ works in..... (Name of the City where Circle office situated)
If so state its Address

12. Primary Contact Person (Name, Designation, address, mobile number, email).....

13. Secondary Contact Person (Name, Designation, address, mobile number, email).....

Place.....

Date

Signature of authorized person to sign on behalf of the issuing Firm/Company.

Seal of company

Annexure– EA

Details of the Offices / Branches of the Firm

Name of Firm:

S. No.	Name of the Office In charge	Office Address	State	Mobile / Landline No.	Email id