



भारत संचार निगम लिमिटेड  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

## **Limited Tender for Appointment of Internal Auditors for Circles under West Zone – A in BSNL for FY 2023-24.**

### **Circles under West Zone- A are**

- 1. Gujarat Telecom**
- 2. Core Network Transmission West**

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
**8<sup>TH</sup> FLOOR, TELEPHONE BHAWAN, C.G. ROAD,**  
**AHMEDABAD – 380 006**

**TE No. MM/Limited Tender/Appointment of IA/ 2023-24/ 06 Dated at Ahmedabad the 09.06.2023**

**Subject: Limited Tender for Appointment of Internal Auditors for Conducting Internal Audit Of BSNL under Circles of West Zone- A For The Financial Year 2023-24.**

Please find enclosed the Tender Document in respect of the above mentioned Tender which contains the following:

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If interested, kindly submit your Bid offers online on or before Date & Time **(19-06-2023 Upto 11:00 Hrs)** specified in detailed Tender.

AGM (MM)  
Gujarat Telecom Circle  
Phone Number - (Off) 079-26480681  
E-Mail: coagmmp@gmail.com

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Regd.Off.: BSNL, Bharat Sanchar Bhawan, Janpath NewDelhi-110001.

Corporate Identity Number (CIN) : U74899DL2000GOI107739Web:[www.bsnl.co.in](http://www.bsnl.co.in)

## SECTION-1

### **DETAILED NOTICE INVITING LIMITED TENDER**

BSNL has to appoint Chartered / Cost Accountant firms registered with The Institute of Chartered Accountants of India/ The Institute of Cost Accountants of India, as Internal Auditors for all **BSNL Circles in West Zone – A (Gujarat Telecom, Core Network West)** for conducting Internal Audit for Financial Years 2023-24.

### **INTRODUCTION**

Bharat Sanchar Nigam Limited (BSNL), A Govt. of India Enterprise, invites Limited tender for appointment of Chartered / Cost Accountant Firms (for the purpose of this tender the term 'Firm' includes 'LLP' also) for conducting Internal Audit in BSNL for the Financial Year 2023-24(One year Tenure).

BSNL provides Telecom Services throughout India (except Delhi and Mumbai Metro Districts), through its 25 Territorial Telecom Circles and 2 Metro Districts namely Chennai Phones and Kolkata Phones. Major services provided by BSNL are Landline (Fixed) phones, WLL (fixed and mobile), Leased Circuits, National Long Distance (NLD) including leased circuits; International Long Distance (ILD); Cellular Mobile Telephone Service, V-SAT, Internet (broadband and narrowband); Cable Landing Stations, Tower Hiring etc., as per licenses granted by the Department of Telecommunications, Govt. of India.

Apart from these 25 Territorial Telecom Circles & 2 Metro Districts, there are 10 non-territorial Circles providing training, quality assurance, maintenance and project services to these 37 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.

### **MAINTENANCE OF BOOKS OF ACCOUNTS IN BSNL**

BSNL maintains its books of accounts in accordance with the Indian GAAP and switch over to Ind AS as per Companies (Indian Accounting Standards) Rule 2015 on going concern basis under the historical cost convention and mercantile system of accounting. The scheme of accounting in BSNL is as follows:

- 1) Each Circle is divided into number of Business Areas (BAs)/ SSAs which is the Primary Accounting units (PAUs). All the units of BSNL which include the Telecom Circles, Projects Circles, Maintenance Circles, Factories, Stores depot etc. prepare their independent books of accounts.
- 2) The Business Areas (BAs)/ SSAs within the Circle submits their monthly trial balances to the Circle office. Circle office consolidates the trial balances received from all BAs/ SSAs including its own trial balance and prepares the trial balance for the Circle as a whole. Presently, final accounts for the Circle are prepared at year end. However, with the implementation of ERP, financial statements will be generated on monthly basis at Circle level.
- 3) The Corporate office receives monthly Trial Balances and prepares monthly MIS details for various purposes and receives final accounts from all the Circles at the year end and compiles them for BSNL as a whole.

### **ACCOUNTING SOFTWARE IN BSNL**

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

## **INDIAN ACCOUNTING STANDARDS (Ind AS) IN BSNL**

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

## **INTERNAL AUDIT IN BSNL**

Firms which shall be selected and entrusted the work of Internal Audit 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.

## **SCOPE OF WORK**

The Audit should be conducted keeping in the view the 'Scope of Work'. The detailed scope of work is as per **Section -3**

## **INTERNAL AUDIT CIRCLE(S)**

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

## **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.

**On behalf of BSNL, Online Digitally Sealed Limited Tender are invited by Chief General Manager, Gujarat Telecom Circle, BSNL, Ahmedabad in Single Stage Bidding and two stage Opening using two Electronic Envelopes (Techno-Commercial and Financial Bids )as per the following details for BSNL Circles in West Zone- A;**

Zone	Circle Name	Estimated Cost (Excluding GST) in Rs.	Earnest Money Deposit/ EMD in Rs.	Tender Fee including GST in Rs.
West Zone A	Gujarat Telecom	2,82,000	5650/-	590/-
	Core Network Transmission West	1,75,050	3510/-	

### **1.1 Purchase of Tender Document:**

- As this Tender Document shall be following the e-Tendering Process, the Bidders may download the free viewing copy of tender document from **www.gujarat.bsnl.co.in** from 09.06.2023(18.00 Hrs. onwards). For online bidding process through E-tendering process, the tender document will be uploaded on CPP Portal by 09.06.2023(18.00 Hrs. onwards)
- Tender fee amount can be submitted through either Offline or Online mode as mentioned below**

#### **(a) Offline Mode:**

- Tender Fee as given in **Annexure – 'E'**, which shall be non-refundable in the form of Demand Draft / Crossed Banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of A.O.(Cash), O/o CGMT, BSNL, Ahmedabad, payable at Ahmedabad.

- Original DD / Crossed Banker's cheque is required to be submitted in a sealed envelope to AGM(MM) O/o CGMT,BSNL, Telephone Bhawan, 8<sup>th</sup> floor, A-Wing, C.G Road, Ahmedabad-380006 within 5 days of opening of bids(technical part). However, scanned copy of this document shall be mandatorily uploaded in Technical Envelope.
- Please Note that the online bid shall be rejected at the bid opening stage, if the scanned copies of proof of online payment of Tender Fee/EMD or proof of valid MSE Certificate for claiming exemption of payment of Tender Fee/EMD are not found in the technical bid part in CPP Portal and the originals of these are not submitted before bid submission deadline
- Moreover, if the Original DD/EMBG towards Tender Fee/Bid security (if not paid through e payment) are not received within 5 days of opening of technical bid parts, then the online submitted bids (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected.

**(b) Online Mode**

Tender fee amount can be paid online through transfer of amount in electronic mode to BSNL Gujarat Circle Account Number on or before 19.06.2023 up to 11:00 Hrs. of submission of bids as detailed below.

Name of Bank: Union Bank of India

Branch Name: C G Road Branch

Name of A/c Holder: A.O. (Cash), O/o CGMT, BSNL, Ahmedabad

Account Number: 435501010087002

IFSC Code: UBIN0543551

**It is compulsory for bidder to upload the copy of Screenshot/ Transaction details of payment made against the tender fee with his online bid on E-tender portal.**

**In case, online transaction of tender fee made after due date & time, the bid will be out rightly rejected by BSNL and tender fee will not be refunded by BSNL**

**Note for MSE Bidders:**

- Micro and Small Enterprise (MSE) bidders are exempted from payment of tender document cost and Bid Security provided they submit current & valid Udyam registration issued from the Ministry of MSME for the tendered items
- Declaration of Udyam registration Number by MSE bidders on CPPP is mandatory, failing which such MSE bidders will not be able to enjoy the benefits as per public procurement policy for MSEs order 2012 for Tenders invited electronically through CPPP
- Udyam Registration Certificate should be comply with the Gazette of India Notification dated 01.06.2020 regarding criteria for classification of micro, small and medium enterprises and must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of Technical bid part, if exemption from tender fee/ EMD is claimed. **These exemptions are not applicable for Medium Scale Units**
- Self-declaration indicating the statement of declaration of Udyam Registration Number by MSE bidders on CPPP is required to be uploaded by MSE bidder in a Company Letter head with online bid on E-tender portal for claiming benefits for MSE bidders as per format given under Section 6-B
- Please Note that the online bid shall be rejected at the bid opening stage, if the scanned copies of valid MSE Certificate and Self-declaration as per format given under Section 6-E for claiming exemption of payment of Tender Fee/EMD are not found in the technical bid part in CPP Portal
- Bidder is not required to submit this Certificate and Self-declaration as per format given under Section 6-E offline

## 1.2 : Availability of Tender Document

Sl. No.	Description	Date & Time
1	Start date for availability of Tender Document on BSNL Website	09.06.2023
2	Start date for availability of Tender Document on e-tender portal	09.06.2023

## 1.3 E-Tendering Process

BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be sold. The special instructions to Bidders for e-Tendering is provided in Section 4-Part C of this Tender.

## 1.4 ELIGIBILITY CRITERIA

**The firm should possess following eligibility conditions as on 31st March 2023:-**

S.No.	Particulars	Documents to be submitted
i	At least one office of the Firm should be located in the circle for which the Firm intends to apply.	<b>Documentary proof of Address(es) to be given. (Separate Sheet may be attached)</b>
ii	<i>Tender Fee &amp; Bid security or Latest &amp; Valid MSE Certificate</i>	<b>DD/ BG / Online Mode or Latest &amp; Valid MSE Certificate</b>

### Note :

**Bidders are required to submit following documentary proof for eligibility.**

- Power of Attorney and authorization for executing the power of Attorney as per the format given in the tender document.

**The Bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their Tender Bid. All documents submitted will also be self attested by the Bidder.**

**1.5 Bid Security / EMD/:** A Bidder has to quote for each Circle individually The bid security will have to be deposited separately for each Circle.

The bidder shall furnish the bid EMD in one of the following ways.

- Demand Draft/ Banker's cheque drawn in favour of A.O.(Cash), O/o CGMT, BSNL, Ahmedabad, payable at Ahmedabad shall also be acceptable, but no interest shall be payable.
- Bank Guarantee from a scheduled bank drawn in favour of AGM (MM), O/o CGMT, BSNL, Ahmedabad payable at Ahmedabad which should be valid for 180 days from the tender opening date in the prescribed format.
- Through Online mode : Bid Security amount can be paid online through transfer of amount in electronic mode to BSNL Gujarat Circle Account Number on or before 19.06.2023 up to 11:00 Hrs. of submission of bids as detailed below.  
Name of Bank: Union Bank of India  
Branch Name: C G Road Branch  
Name of A/c Holder: A.O. (Cash), O/o CGMT, BSNL, Ahmedabad  
Account Number: 435501010087002  
IFSC Code: UBIN0543551

**It is compulsory for bidder to upload the copy of Screenshot/ Transaction details of payment made against the Bid Security with his online bid on E-tender portal.**

**In case, online transaction of Bid Security made after due date & time, the bid will be out rightly rejected by BSNL and tender fee will not be refunded by BSNL**

MSE (Micro & Small Enterprise) bidders are exempted from payment from Bid Security. Refer clause 1.1 above in this regard.

#### **1.6 Responsibility and Bid Submission methodology**

- 1.6.1 The bidder shall be responsible for the implementation of the tender. The bidder shall also be responsible for the service obligations.
- 1.6.2 All documents submitted in the Bid shall be in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the Bidder shall attach an English translation of the same duly attested by the Bidder & the translator to be true copy in addition to the relevant certificate. All documents should be duly attested/ signed by the Bidder.
  - i. The L-1 Firm will be awarded the work and in case the Firm fails to take up assignment, the work may be offered to L-2 Firm on L-1 rates. Also the action as per Bid security declaration performa may be taken against the L1 who refuses to take up the assignment.
  - ii. In case of tie amongst Firms, the Firms will be evaluated based on the preference conditions detailed under the head 'eligibility conditions'. A tie in this stage also will further lead the evaluation based on the date of registration and the Firm with oldest date of registration will be selected. If there is tie for date of registration also, then the selection of a Firm will be based on the greater number of partners in the Firm.
  - iii. However, BSNL reserves the right to consider/ not to consider the Firm with the least quote due to any reason. The decision of the BSNL would be final and binding in this regard.
  - iv. If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, Nodal Circle of BSNL at its discretion may call for any clarification regarding the bid document within the stipulated time period. The purchaser at its discretion may also ask for the submission of any additional/missing document (s) within a stipulated time period. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be summarily rejected without entertaining further correspondence in this regard.

#### **1.7 Online Submission of Tender Bid: Upto 11:00 Hrs. of TENDER closing date(19-06-2023)**

1.7.1 In case the date of submission (opening) of Bid is declared to be a holiday, the date of submission (opening) of Bid will get shifted automatically to next working day at the same scheduled time. Any change in Bid opening date due to any other unavoidable reason will be uploaded on the above mentioned website.

#### **1.8 Online Opening of Tender Bids: At 11.30 Hours of this Tender closing date (20- 06-2023)**

#### **1.9 Place of Opening of TENDER Bids:**

BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event(TOE)'. BSNL's Tender opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their Offices. However, if required authorized representatives of Bidders can attend the TOE at the office of AGM (MM), 8<sup>th</sup> Floor, Telephone Bhawan, C.G. Road, AHMEDABAD – 380 006, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event(TOE).

**1.10** Tender bid received after due time and date will not be accepted.

**1.11** Incomplete, ambiguous, conditional, unsealed TENDER Bids are liable to be rejected.

**1.12** CGMT, BSNL, AHMEDABAD reserves the right to accept or reject any or all Tender Bids without assigning any reason. He is not bound to accept the Lowest Tender.

**1.13** Official copy of Tender document for online bid submission must be downloaded from the website from CPP Portal <https://etenders.gov.in/eprocure/app> for online bid submission.

1.13.1 The bidder shall furnish a digitally signed copy with no addition/deletion/corrections in the downloaded tender document being submitted and it is identical to the tender document appearing on Website.

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

**1.14** All computer generated documents should be duly attested/signed by the issuing organization.

**1.15** The queries in respect of the TENDER document, if any, can be submitted through Email, latest by 15.06.2023. Any query received after this date will not be entertained.

BSNL Contact-1	
Contact Person	Shri. Manish Solanki, CAO (CA)
Telephone	079-26440572 [Between 10:30 hrs to 17:00 hrs on working days]
E-mailID	<a href="mailto:manish.solanki@bsnl.co.in">manish.solanki@bsnl.co.in</a>
BSNL Contact-2	
Contact Person	Shri B. K. Prajapati, AGM (MM)
Telephone	079-26480681 [Between 10:30 hrs to 17:00 hrs on working days]
E-mailID	coagmmp@gmail.com



## SECTION-2

### Tender Information

#### 1 Type of Tender:

- a. Number of Bid submissions Stages for Tender : Single Stage
- b. No. of envelopes for submission of Bids : Two
- c. Stages of Opening: Two
- d. E-Reverse Auction: Not applicable
- e. Offline submissions: **Yes (In case of Offline Mode for Tender Fee Submission)**
- 1. **Bid Validity Period / Validity of bid offer:** 150 days from the date of Tender opening date

2. Since the Tender invited under two envelopes system, the first envelope will be named as techno- commercial will contain documents of bidder's satisfying the eligibility/Technical & Commercial conditions and 2<sup>nd</sup> Envelope will be named as financial envelope containing financial quote. These envelopes shall contain on e set of the following documents:-

a) **Techno-Commercial E envelope** shall contain Scanned copies of:

- i. Performa of Technical Bid duly filled and signed as given in Annexure 'A'.
- ii. Tender Fee & Bid Security or Latest Valid MSME/NSIC certificate for tendered item
- iii. Proof /Self-declaration indicating the statement of declaration of Udyam Registration Number on CPPP as per Section 6(B)
- iv. Certificate(s)/ documents showing fulfillment of the eligibility criteria(s) as per Clause 1.4 (along with Note) of Section.1
- v. Power of Attorney & authorization for executing the Power of Attorney in accordance with of Section
- vi. Declaration of confidentiality as per Annexure -C.
- vii. Undertaking & declaration duly filled & signed as per Section 6A

b). **Financial e-envelope** shall contain:

Price Schedule, duly filled (both in PDF format as per format-5 given in Section 9.

In case there is any discrepancy between the information entered in the MS-XL format (BOQ created on e-tender portal CPPP) and that as per the scanned copy of signed and stamped PDF document [financial bid (Section- 9)] uploaded on NIC Portal then information as per the uploaded document [financial bid (Section- 9)] shall prevail over the information entered in the MS-XL format (BOQ).

c). **Offline Submissions :**

Bid must be submitted by bidder through E-tendering mode only. Manual(OFFLINE) submission of bids should not be considered . In case of e-tendering, the following documents are required to be submitted offline (i.e. offline submissions) to AGM(MM) o/o CGMT,BSNL, Telephone Bhawan, 8<sup>th</sup> floor, A-Wing, C.G Road, Ahmedabad-38006 within 5 days of opening of bids(technical part) in a sealed envelope. **However, scanned copies of all these documents shall be mandatorily uploaded in Technical Envelope**

The envelope shall bear the tender number, name of work and the phrase

“Do Not Open Before (due date & time of opening of tender).

- i) EMD - Bid security (original copy)
- ii) DD/ Banker's cheque of Tender fee

The purchaser shall not be responsible if the envelop is delivered elsewhere or late

Please Note that the online bid shall be rejected at the bid opening stage, if the scanned copies of proof of online payment of Tender Fee/EMD or proof of valid MSE Certificate for claiming exemption of payment of Tender Fee/EMD are not found in the technical bid part in CPP Portal and the originals of Tender Fee/ EMD are not submitted before bid submission deadline.

Moreover, if the Original DD/EMBG towards Tender Fee/Bid security (if not paid through epayment) are not received within 5 days of opening of technical bid parts, then the online submitted bids (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected

**3. Tender Issuing Authority:**

CGMT, Gujarat Telecom Circle, BSNL  
Telephone Bhawan, C.G Road, Ahmedabad-38006

**4. Important Guidelines**

Statements and explanations contained in this Limited Tender are intended to provide an understanding to the Bidder about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of Services and obligations of the Bidder set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Letter of Award (LOA) to be awarded pursuant to this Tender or the Terms thereof. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

The Authority shall receive Bids pursuant to this Tender in accordance with the Terms set forth in this Tender and other documents to be provided by the Authority pursuant to this Tender, as modified, altered, amended and clarified from time to time by the Authority (collectively the **"Bidding Documents"**), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in the DNIT for submission of Bids (the **"Bid Due Date"**).

A Bidder shall be considered as a Successful Bidder for the Projects of the Authority, where the Letter of Award (LOA) has been issued.

**5. Due Diligence by Bidders**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the BSNL (Contact Person) and/ or sending written queries to the Contact Person.

**6. TIME FOR COMPLETION OF WORK:**

Time Frame to accomplish the activities mentioned in NIT Section 1 (Description) :

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

(A) For the financial year 2023-24 internal audit will be conducted in following four phases for each Financial year:

Phase	Period Covered	Phase	Period Covered
Phase I	1st April – 30th June	Phase III	1st October – 31st December
Phase II	1 <sup>st</sup> July – 30 <sup>th</sup> September	Phase IV	1 <sup>st</sup> January – 31 <sup>st</sup> March

- a. In each phase 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.
- b. The Audit should start within 10 days of quarter ending and should complete in 10 working days. For example, audit for the Phase I (April – June 2023 quarter) should start latest by 10<sup>th</sup> Jul 2023 and should complete within 10 working days.
- c. 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 seven (5) days on completion of audit.
- d. 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.
- e. The Audit Report should be in conformity with the ‘Scope of Work’ as indicated in Section 3 and Auditor may add more meaningful inputs depending on the findings in the course of Audit.
- f. In addition to the e above, The Audit Report should **also** accompany the format enclosed as **Annexure-F**.
- g. 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 annexures 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 of all Circle quarterly Audit Reports in the format enclosed as Annexure-F in addition to his quarterly report of the corporate office.

## 7. Payment Terms:

- i. The Audit Fees will be paid by the **Circle concerned** under intimation to its Nodal Circle.
- ii. **Fees will be paid as under:**  
For the year 2023-24 twenty percent (20%) of the total annual fees will be paid on submission of Audit Report of each (I, II, III) Phase. However, on completion of Internal Audit for Phase IV and submission its report, balance 40% fees (25% for phase IV and 5% each of rest three phases) will be paid.
- iii. Bill for Audit Fee should be raised on the Circle concerned.
- iv. The Audit Firm should raise bill with all mandatory details and disclosures on its letterhead and amounts

with respect to fees and GST should be clearly mentioned.

**v.** The GST amount shall be paid only on reflecting the GSTR2A.

**vi.** TDS / GST TDS will be deducted as applicable.

**vii.** 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.

**viii.** In case of any delay in submission of report as mentioned in Scope of Work, penalty at a rate of (i) 2,000 per day for first two weeks of non-supply & thereafter at rate of (ii) 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 PO cost.

### **SECTION 3**

#### **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 vires* 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 vires* to the circulars, guidance and instructions so issued by Corporate Office.

**The authority attached to above instructions is as follows:**

- 1. (a) cannot be superseded,
- 2. (b) can be superseded by(a)
- 3. (c) can be superseded by (a) and(b)
- 4. (d) can be superseded by (a), (b) and(c)
- 5. (e) can 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. INITIATIVES**

- (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.

### **3. Internal Auditors are desired to put special efforts on following issues**

- (1) Payment of late fees/ penalty/ demurrage and fines etc. should be audited in detail and proper approval, steps for avoidance in future etc. should be ensured.
- (2) Settling pending issues with CCA, DoT, taxation and other statutory authorities.
- (3) Timely decommissioning, scrapping, disposal of obsolete, impaired assets/inventories.
- (4) Resolution of Statutory and C & AG (P&T) audit qualifications. The target in this regard is to bring down qualifications to zero.
- (5) IBTMS – Intra and inter circle remittances should be cleared minimum to the extent of targets conveyed by C.O.
- (6) License fees payable/ paid to DoT should be checked and over/ under payment should be clearly reported. Interest and penalty if any on Licence fee should be calculated and recognized as liability.
- (7) Grant/ subsidy received should be strictly accounted for in accordance with the Circular no. CA-304 issued by Corporate Accounts, C.O. read with AS-12, Ind AS and as amended from time to time.
- (8) Expenses on towers and their performance.
- (9) Bank Guarantees submitted by BSNL Unit(s) should be taken back and cancelled as soon as tender ends.
- (10) Bank Guarantees received by BSNL Unit(s) should not expire or get renewed to protect BSNL's interest.
- (11) SD/ EMD (deposited as well as received) should also be audited as to safeguard BSNL's interest and there should not be any instance of losing business or exposure to business risk because of lack of procedural efficiency. Long pending SD/EMD balances must be reviewed.
- (12) Each segment income and expenses should be booked properly and inter-segment incomes should be properly identified and booked.
- (13) Internal Auditors should check the compliance of GST rules/instructions/advisory etc. in the circle.
- (14) All the Internal Auditors should be acquainted with of IndAS provisions.

- (15) The Internal Auditors should test the Risk Control Matrices relating to Internal Financial Controls circulated to all circles and submit his report as per **Annexure‘G’**,
- (16) All the OYT deposits lying under respective G/L to be reviewed and the connections which have completed their life spell of 20 years from the date of its installation, their deposits may be transferred to concerned revenue G/L.
- (17) Internal Auditor should check & report the reconciliation of GST credit in SAP with GSTN portal.
- (18) Thoroughly review the process of receipt of services / materials along with Invoices and its process through “MIRO” for timely utilization of ITC (Input Tax Credit).
- (19) Reporting on project accounting like NOFN, LWE, NFS etc. as the billing and collection has been shifted to circles.
- (20) Internal Auditor should ensure creation of liabilities in accounts is must as no prior period expenditure are allowed.
- (21) Internal Auditors should also comment on the progress made on previous reported deficiency.
- (22) Audit of risk monitoring and management system.
- (23) The Internal Audit reports should also highlight significant issues that may have a bearing on the Company’s operational and financial performance.
- (24) The scope of Internal Audit should also include performance audit i.e. areas where BSNL lost substantial market/revenue share, audit of each vertical’s performance at Circle level.

#### **4. Taxation:**

- (1) Ensure adjustment of various heads payable like Service Tax / Education Cess / KrishiKalyan Cess / Sales Tax etc.
- (2) Ensure that provisions regarding TDS and TCS as per Income Tax and GST are complied with.
- (3) Status of Rectification and demands of Old TAN nos should be reported.
- (4) Ensure that provisions of GST act regarding availing ITC / Payments / RCM are fully complied with.
- (5) Ensure that ITC on all the eligible cases have been booked.
- (6) Ensure that Input Tax credit distributed as per Input Service Distributor concept.

#### **5. Finance &Accounts**

- (1) Proper and timely maintenance of books of accounts including vouchers and supporting documents.
- (2) Internal control mechanism for handling of cash and cash transactions. Review the fund requisition, its receipt and further utilization so that redundant or excess fund out of budget allotment can be avoided.
- (3) Salary, advances, temporary advances and other employees related transactions.
- (4) Timely preparation of monthly Trial Balances/ Final Accounts and notes thereon.
- (5) Timely and correct deposition of taxes and levies (direct and indirect), filing of returns and settlement of disputes as and when arise, if any.
- (6) Budget allotment and utilization of funds against respective budget heads only.
- (7) Proper and timely booking of revenue, expenditures, liabilities and assets.
- (8) Maintenance of Fixed Assets Register and physical verification of assets. Internal Auditors are desired to thoroughly check that assets related to ‘Telegram and Telex’ services are either decommissioned or transferred to other services.
- (9) Creation of ARO liability for new asset creation in current financial year on leased holdland.
- (10) Proper record of CWIP, conversion of CWIP into assets and reconciliation. Review and reporting age-wise pendency of CWIP.
- (11) Reconciliation of main/ general ledgers with subsidiaries for stores, debtors, creditors, receivables and payables etc. and eliminating differences between main and subsidiary ledgers.



- (12) Internal Auditor should also comment / check the Debtors (Age wise) of various services. It should also be ensured that the balance confirmation has been obtained from the debtors of various services.
- (13) Recoverable and payables from/ to DoT / CCA/ MTNL and other departments are properly and timely recorded and efficient efforts are being made to settle the transactions.
- (14) Review and suggest remarks for minimizing adverse / negative balances under various GLs.
- (15) Review of bank charges debited by bank as per agreement.
- (16) Ensure that Vendors are classified in correct category. Provision for interest may be made wherever the payment is not made for the MSME category vendors.
- (17) Ensure compliance of IndAS-115.
- (18) Ensure techno economic assessment of Impairment of Assets.
- (19) Internal Auditor should check the list of all pending legal cases and adequacy of provisions made in this regard in the books of accounts. List of the Contingent liabilities for all the legal cases / Income Tax Cases / Service Tax Cases / VAT Cases and Other Government Department cases should also be checked.
- (20) Ensure that Borrowing cost has been correctly taken in books and capitalized properly.

#### **6. Physical stores and its verification**

- (1) Real time recording of inward and outward movement of store items.
- (2) Maintenance of proper registers, bin cards, movement records etc. at the stores.
- (3) Stores receipt vouchers (SRVs) and stores issue vouchers (SIVs) are sent to Store Accounts Section and periodic reconciliation is carried out between store records and financial records.
- (4) Ensure that Valuation of Inventory is to be done as per IndAS-2.
- (5) Ensure that the Inventory is classified properly and provision should be made for Slow moving, Non-Moving and obsolete inventory.
- (6) Periodicity of physical verification and resolution of discrepancies. Auditor is also expected to carry out Physical Verification on test check basis at least in one quarter
- (7) Physical verification report duly signed by IFA should accompany the quarterly audit report.

#### **7. Test of Effectiveness of Internal Finance Control:**

Risk Control Matrices and Process narratives for all the significant business processes, which are relevant for Internal Finance Control part in BSNL is available with the Circles. Internal Auditor has to perform testing of operating effectiveness of 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 format attached as Annexure 'G'.

#### **8. 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.

The Internal auditor of the corporate office has to consolidate quarterly Internal Audit Reports of all Circle in the format enclosed as Annexure-F 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.



## **SECTION-4 Part A**

### **GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

#### **4.1 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-B.
- i. “Zone” means Circle(s) and Nodal Circle(s) as mentioned in Annexure-B.
- 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 maybe.
- 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/ Annexure 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.

#### **4.2 Deleted:**

#### **4.3 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **4.4 DOCUMENTS REQUIRED**

The Bidder is expected to examine all instructions, Forms, Terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

#### **4.5 Deleted**

#### **4.6 AMENDMENT OF BID DOCUMENTS**

At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

The amendments shall be notified in writing through E-tender portal to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

#### **4.7 DOCUMENTS COMPRISING THE BID**

The Bid prepared by the Bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid.
- (b) Tender Fee & Bid Security
- (c) A Clause by Clause compliance
- (d) Price schedule

The bid prepared by the Bidder shall comprise of the documents specified in the TENDER.

#### **4.8 Deleted**

#### **4.9 Deleted**

#### **4.10 Deleted**

#### **4.11 BIDSECURITY /EMD**

The Bidder shall furnish, as part of its Bid, a “Bid Security” as mentioned in Section-1(DNIT).

#### **4.12 PERIOD OF VALIDITY OF BIDS**

Bid shall remain valid for period 150 days (One hundred and eighty days) from the TENDER opening date of the bid. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of Bid validity. The request and the response thereto shall be made in writing. The bid security shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

#### **4.13 FORMAT AND SIGNING OF BIDS**

- The Bidder shall submit his Bid, online, complying all eligibility conditions, other Terms and conditions of Tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the Authorized person. The letter of Authorization shall be indicated by written Power-of- Attorney accompanying the bid.

**Note:** The Purchaser may ask the Bidder(s) to supply, besides original bid, additional copy of Bids as required by him.

- The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original Bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.
- **Power of Attorney**
  - 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.
  - 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.
  - 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.
  - d) Attestation of the Specimen Signatures of the 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. Notarised Power of Attorney (POA) containing specimen signature duly attested by notary is required.
  - e) “In case the representative of Bidder Company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the Authorized Signatory for the Bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the Bidder Company, in addition to the Authorized Signatory for the bid.”

#### **4.14 SEALING AND MARKING OF BIDS**

The bid should be submitted as per Clause 2 of tender information:

#### **4.15 SUBMISSION OF BIDS**

- Bids must be submitted online by the bidders as per instructions in Section 4 Part B not later than the specified date & time indicated in the DNIT (Section I).
- The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

#### **4.16 LATE BIDS**

No bid shall be accepted online after the specified deadline for submission of bids prescribed by the purchaser.

#### **4.17 MODIFICATION AND WITHDRAWAL OF BIDS**

- The Bidder may modify, revise or withdraw his bid after submission, prior to deadline prescribed for submission of bid.
- The Bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per the terms and conditions mentioned in the TENDER.
- No Bid shall be allowed for modification subsequent to the deadline for submission of bids.

#### **4.18 OPENING OF BIDS BY PURCHASER**

- I. The Purchaser shall open Bids online in the presence of bidders or their authorized representatives who chose to attend, at time specified in detail NIT (Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.
- II. A maximum of two representatives of any Bidder shall be authorized and permitted to attend the bid opening.
- III. The Bidder's names, Bid prices, modifications, Bid withdrawals, EMD amount & validity and acceptability, information in respect of the eligibility of the Bidder and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of opening.
- IV. The Financial Bids of those Bidders who are approved to be Techno-Commercially compliant by the Competent Authority, will be opened on a subsequent date in front of Techno Commercially eligible Bidders/ Authorized representatives by sending them a suitable notice.
- V. The date fixed for opening of Bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such Notification, the Bids will be opened on next working day, time and venue remaining unaltered.

#### **4.19 CLARIFICATION OF BIDS**

To assist in the Examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for the clarification of its Bid. The request for the clarification and the response shall be in writing. However, no post Bid clarification at the initiative of the Bidder shall be entertained.

If any of the documents, required to be submitted along with the Technical Bid is found wanting, the offer is liable to be rejected at that stage. However the Purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. The purchaser at its discretion may also ask for

the submission of any additional/missing document (s) within a stipulated time period. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the Bid will be out rightly rejected without entertaining further correspondence in this regard.

#### **4.20 PRELIMINARY EVALUATION**

- I. Purchaser shall evaluate the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Security/sureties have been furnished, whether the documents have been properly signed including digital signatures and whether the Bids are generally in order.
- II. Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc., the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted does not tally with its breakup quoted, the same shall be corrected by summing up the breakups.
- III. If there is a discrepancy between Words and Figures, the amount in Words shall prevail. If the Bidder does not accept the correction of the errors, its bid shall be rejected.
- IV. Prior to the detailed Evaluation, the Purchaser will determine the substantive responsiveness of Technical and Commercial Bids to the requirements of the Bid Document. For purposes of these clauses, a substantively responsive Bid is one, which conforms to all terms and conditions of the Bid Document without material deviations. The Purchaser's determination of bid's responsiveness shall be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- V. A Bid, determined as substantively non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non- conformity.
- VI. The Purchaser may waive any minor infirmity or non-conformity or irregularity in a Bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice the establishment of techno-commercial parity among the Bids or effect the relative ranking of any bidder.

#### **VII. Technical Evaluation**

The techno commercial bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). Bids, not satisfying the eligibility criteria will be rejected. The TEC will then evaluate information submitted as per TENDER terms.

On request from the TEC, the bidders may have to submit additional information. The TEC may call the eligible bidders for a presentation of the projects handled by them and quoted here. The time limit, in which the bidders' have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

#### **Financial Evaluation**

For consideration of their bids, the bidders have to quote rates as per the financial bid format.

**Note-** In case there is any discrepancy between the information entered in the BOQ (excel format) and that as per the scanned copy of signed & stamped PDF document (Financial bid) uploaded on NIC portal, then information as per uploaded PDF document shall prevail over the information entered in the BOQ (excel format).

- i. Firms which will satisfy prescribed eligibility conditions and whose technical bid is accepted shall be selected solely on the basis of fees quoted for the circle concerned. The L-1 Firm will be awarded the

work and in case the Firm fails to take up assignment, the work may be offered to L-2 Firm on L-1 rates. Also the action as per Bid security declaration performa may be taken against the L1 who refuses to take up the assignment

- ii. In case of tie amongst Firms, the Firms will be evaluated based on the preference conditions detailed under the head 'eligibility conditions'. A tie in this stage also will further lead the evaluation based on the date of registration and the Firm with oldest date of registration will be selected. If there is tie for date of registration also, then the selection of a Firm will be based on the greater number of partners in the Firm.
- iii. However, BSNL reserves the right to consider/ not to consider the Firm with the least quote due to any reason. The decision of the BSNL would be final and binding in this regard.
- iv. If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, Nodal Circle of BSNL at its discretion may call for any clarification regarding the bid document within the stipulated time period. In case of non-compliance to such queries, the bid will be summarily rejected without entertaining further correspondence in this regard.

#### **4.21 CONTACTING THEPURCHASER**

Subject to Clause 4.20, no Bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

Any effort by a Bidder to modify its bid or influence the Purchaser in the Purchaser's Bid Evaluation, Bid comparison or Contract Award decision shall result in the rejection of the Bid.

#### **4.22 PLACEMENT OF ORDER**

The Purchaser shall consider placement of orders for Commercial Supplies only on eligible Bidders whose offers have been found technically, commercially and financially acceptable by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

#### **4.23 PURCHASER'S RIGHT TO VARY QUANTITIES (Not applicable)**

The Management Consultant shall be appointed for an initial period of 6months with minimum deployment period for each resource being 6 months(further extendable for one year on same terms and rates) and will not amount to any kind of employment obligation on the part of BSNL.

#### **4.24 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALLBIDS**

The BSNL reserves the right to accept or reject any Bid, and to Annul the Bidding process and reject all Bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the ground of purchaser's action.

#### **4.25 ISSUE OF ADVANCE PURCHASE ORDER**

- (i) The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- (ii) The Bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at

#### **4.26 SIGNING OF CONTRACT**

a. The issue of Purchase order/work order shall constitute the award of contract on the bidder.

#### **4.27 ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 4.25 & 4.26 shall constitute sufficient ground for the annulment of the award. Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

#### **4.28 Deleted**

#### **4.29 REJECTION OF BIDS**

While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the Bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

The Bids will be rejected at opening stage if Bid security is not submitted as per the format and bid validity is less than the 150 days.

#### **Clause 2 & 10 of Section 4 part-A:**

- If the eligibility condition as per Section 4a is not met and / or documents prescribed to establish the eligibility section 4 part A are not provided, the bids will be rejected without further evaluation.
- Prices are not filled in as prescribed in price schedule.

#### **4.30 Purchaser's right to disqualify**

Purchaser reserves the right to disqualify the Bidder for a suitable period who habitually failed to provide the service in time or satisfactorily.

#### **4.31 PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS**

Purchaser reserves the right to bar the Bidder from participating in future TENDERS. TENDER of BSNL for a suitable period in case he fails to honour its bid without sufficient grounds.

#### **4.32 Deleted**

#### **4.33 Deleted**

#### **4.36 ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR (S) IN CASE OF DEFAULT :**

Any other default whose complete list is enclosed in Appendix-1. Purchaser will take action as specified in Appendix-1 of this section.



**Appendix-1 to Section 4 Part A of Chapter 4 (Standard TENDER Enquiry Document)**

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged 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.	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.
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited	
	<b>Note 2:-</b> 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 Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	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 the date of issue of banning order.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD. iv) 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 the date of issue of banning order.
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of APO 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 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 the date of issue of banning order.



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) cont	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO 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 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 the date of issue of banning order.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> 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 him from functioning in discharge of his duties & responsibilities for the following : 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.	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.
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.	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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.	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.	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).	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; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 21 of Section 5-(Part-A) or by any other legal tenable manner. 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.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees		
<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</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>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 &amp; 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 &amp; 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>

S No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.	i) Termination/Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. 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). 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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	i) Termination of contract, if any. 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. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders	i) Termination of contract, if any. 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.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
12	<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 &amp; 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>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> 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.		

## SECTION-4 Part B

### SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4PartA i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB),the provisions here in shall prevail.

- 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 one year i.e. 2023-24.
- 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 'C'**.
- v. The Firm should depute 'Audit Team(s)' to complete the work within scheduled time as mentioned in clause 12 of this bid document 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. 2021-22 & 2022-23 cannot apply for that Circle. A certificate in this regard is to be provided by the firm.
- vii. **A Firm can apply for more than one circle; however, maximum 2 circles can be allotted to one firm. The method of award of work shall be as follows:**
  - a. After evaluation, BSNL shall prepare a list of bidders arranged in increasing order of the all inclusive fees quoted starting from the lowest (i.e. L1, L 2, L 3 and so on) for each of the circle (s) separately for the purpose of awarding work. L1 shall be considered for awarding of work in respective Circle (s).
  - b. No firm shall be awarded work in more than two circles for which separate financial bids have been invited. In case any bidder becomes L1 in more than 2 (Two) circles, the L1 bidder shall be allotted 2 (Two) circles in which the evaluated L1/L2 ratio is the lowest from amongst the circles in which it is L1. Other circle(s) where such firm is L1 shall be awarded to the corresponding L2 bidder at L1 rates.
  - c. In any circle, the offer to L2 bidder shall be at the L1 evaluated rates. L2 may decline the offer without the risk of forfeiture of its bid security.
  - d. If the L2 bidder in any circle refuses to accept the work then the offer shall be made to L3 bidder of that zone and so on at L1 rates.

- e. The L2, L3 and so on bidders may decline the counter offer without the risk of forfeiting their bid security.
- f. In the event of L2 and so on bidders refusing to accept Work at L1 rates, BSNL reserve the right to offer the work for more than 2 circles to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer and perform the whole contract as envisaged in this TENDER document.
- g. The bid security of L1 bidder for such circles where L2 and other bidders are offered work at L1 rates shall be returned to L1 bidder only after completion of the award of work in such circles where it was L1 but work is offered at its rates to other bidders.

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 TENDER.

*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 TENDER, 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 TENDER;
- 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. CGMT, Gujarat BSNL is empowered to issue any clarification/modification in TENDER.
- 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 intime;
- b) Or any other default whose complete list is enclosed in Appendix 1 to Section 4 Part A. BSNL will take action as specified in Appendix 1 to Section 4 PartA.

**Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017]** will be applicable in this tender.

1. **Intellectual Property Rights:** The hired Bidder will indemnify BSNL of any infringement of third party rights be they under the Patents Act or the IPR. ( Not applicable for this Tender)

2. **Guidelines in respect of acceptance of fake certificates:**

- (i) It shall be clearly stated in the APO as follows:
- a) The APO is subject to verification of eligibility criteria documents submitted in the TENDER with their originals.
- b) The bidder to whom the APO has been issued is required to show the originals to the APO issuing Authority or



an officer /committee nominated by him for this purpose within the time period stipulated for submission of PBG.

- (ii) In case, any eligibility criteria document (mentioned in Section-1 Part A of Revised procurement Manual )submitted by the bidder as a part of its bid happens to be issued by BSNL, then the APO/PO issuing Authority or an officer/committee nominated by him for this purpose will verify the same from the BSNL unit who has issued the said document. This exercise will also be completed within the time frame stipulated for submission of PBG.
- (iii) The PO will be placed on the vendor only on successful verification of documents apart from fulfillment of other APO conditions.
- (iv) The above is in addition to the existing guidelines regarding verification of documents and certificates stated in revised Procurement Manual, which will also continue to remain in force.

3. **Eligibility Conditions:** Refer(DNIT)

4. **Bid Security:** As per DNIT

## 5. 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, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, or regulator; 'or'
- b) Any breach of the terms and conditions in this agreement by bidder; 'or'
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by bidder.

## 6. Dispute Resolution

To resolve any dispute between BSNL and hired Agency, a Committee of two officers of BSNL and one representative from the agency would be constituted to resolve the issues amicably.

## 7. Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the TENDER by the bidder will lead to cancellation of bid/work order and forfeiture of EMD/Security Deposit.

## 8. Exit Clause

In normal circumstances, the Contract period would be as defined in work order and rates/contract would be valid for one year. However in case the hired agency/consultant wishes to exit permanently from the contractual obligations on account of non-resolution of outstanding disputes, despite having exercised the available recourse through dispute resolution mechanism and arbitration as explained above, then BSNL may allow it under permission.

In such cases the PBG will be forfeited & agency would have to produce no dues certificate from work order issuing authority to prove that no liability is pending towards the hired agency. Also the agency will be required to submit an undertaking that all documents, other property and information in any shape is returned/ deposited back with BSNL, prior BSNL issues permission for exit.



## **SECTION-4 Part C**

### **E-TENDERING INSTRUCTIONS TO BIDDERS**

#### **General**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Section IV Part A of the tender document. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, GUJARAT has decided to use the portal <https://etenders.gov.in>

Benefits to Suppliers are outlined on the Home-page of the portal.

#### **1.Tender Bidding Methodology:**

Sealed Bid System - 'Single Stage - Two Envelopes', followed by 'e-Reverse Auction' if applicable after opening of Financial-part (Financial & Technical bid shall be submitted by the bidder at the same time)

#### **2. Broad outline of activities from Bidders prospective:**

- I. Procure a Digital Signing Certificate (DSC)
- II. Register on Electronic Tendering System on e-procurement portal of Gujarat Circle
- III. View Notice Inviting Tender (NIT) on e-procurement portal of Gujarat Circle
- IV. Download Official Copy of Tender Documents from e-procurement portal of Gujarat Circle
- V. Clarification to Tender Documents on e-procurement portal of Gujarat Circle
  - ☐ Query to BSNL (Optional)
  - ☐ View response to queries posted by BSNL, as addenda.
- VI. Bid-Submission on e-procurement portal of Gujarat Circle
- VII. Attend Public Online Tender Opening Event (TOE) on e-procurement portal of Gujarat Circle VIII. For opening of Technical-Part
- IX. View /Post-TOE Clarification on e-procurement portal of Gujarat Circle (Optional) respond to BSNL's Post-TOE queries
- X. Attend Public Online Tender Opening Event (TOE) on e-procurement portal of Gujarat Circle on opening of Financial-Part (Only for Technical Responsive Bidders)
- XI. Participate in e-Reverse Auction if applicable on e-procurement portal of Gujarat Circle
- XII. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the e-procurement portal of Gujarat Circle.

#### **3. Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **4. Registration**

To use the Electronic Tender portal <https://etenders.gov.in> Vendor need to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In Eprocurement terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal <https://etenders.gov.in> (on the Home Page), and follow further instructions as given on the site Note:

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please

contact Helpdesk (as given below), to get your registration accepted/activated.  
**NIC, Helpdesk**

**For any technical related queries please call at 24 x 7 Help Desk Number  
0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787**

**Email Support:**

**Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)**

**Policy Related - [cppp-doe@nic.in](mailto:cppp-doe@nic.in)**

Telephone (Toll Free) 1800 233 7315  
[Between 10:00 hrs to 18:00 hrs on working days]

E-mail ID: cppp-nic@nic.in (Please mark cc to support-nic@ncode.in)

BSNL's Contact Person Shri B. K. Prajapati, AGM (MM & WiFi)  
Telephone 079-26480681  
[Between 10:30 hrs to 17:00 hrs on working days]  
E-mail ID coagmmp@gmail.com

BSNL's Contact Person Shri Manish Solanki, CAO (CA)  
Telephone 079-26440572  
[Between 10:30 hrs to 17:00 hrs on working days]  
E-mail ID manish.solanki@bsnl.co.in

## **5. Bid related Information for this Tender (Sealed Bid)**

Bidders should refer to instructions and guidelines available in CPP portal for online submission of bids.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

Please take care to scan documents such that the total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility

of bidder that the uploaded documents remain legible.

If any document asked for contains more than one page then all those pages may be uploaded as a single PDF file. Utmost care may be taken to name the files / documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. It is advised that all the documents to be submitted as mentioned above of bid document are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission.

Price schedule/BoQ (Financial Bid) may be downloaded and the incidental charges may be filled appropriately and separately for tender. This file may also be saved in a secret folder on your computer. The names and total size of document (preferably below 50 MB) may be checked before uploading

NOTE: Bidder must ensure that after following above the status of bid submission must become- "Complete".

#### **6. Offline Submissions:**

Kindly refer to Section 2

#### **7. Public Online Tender Opening Event (TOE) :**

CPPP offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening. Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders duly authorized are requested to carry laptop and wireless connectivity to internet.

Every legal requirement for a transparent and secure "Public Online Tender Opening Event (TOE)" has been implemented on CPPP.

The bids will be opened in 2 stages i.e.(i) Techno-commercial bid & (ii) Financial bid(BOQ).

- The techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid (BOQ) will not be opened on the date of opening of technocommercial bids.
- As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself) by the TOC, salient points of the bids are simultaneously made available for downloading by the participating bidders. The documents will be opened from the Techno-commercial bid one by one and the same report of TOC will be uploaded on e-tender portal.
- Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by competent authority and the same report of TEC will be uploaded on e-tender portal of techno-commercially compliant bidders for information of financial bid opening.
- The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in CPPP portal.

#### **8. PRICE SCHEDULE/BOQ (Financial bid)**

Utmost care may kindly be taken to upload Price Schedule (Financial bid), also referred to as BOQ. Any change in the format of Price Schedule (Financial bid) shall render it unfit for bidding. Following steps maybe followed:-

1. Down load BOQ in XLS format.
2. Fill rates in down loaded BOQ as specified in XLS format.
3. As this is an Item rate BOQ, bidders should mandatorily quote for all categories in both service types.
4. BOQ is a password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded.
5. Save filled copy of downloaded price schedule (Financial bid/BOQ) in your computer and remember its name & location for uploading correct file (duly filled in) when required.

6. The BOQ needs to be validated before uploading for ensuring no errors have occurred in the BOQ.

**Note: Instructions for Online Bid Submission is detailed in the e-portal [www.etenders.gov.in/eprocure/app](https://www.etenders.gov.in/eprocure/app) under Downloads**

9. **Other Instructions** For further instructions, the vendor should visit the home-page of the portal <https://www.etenders.gov.in/eprocure/app>, and go to the User-Guidance Center.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of e-tender portal.

The following “FOUR KEY INSTRUCTIONS for BIDDERS” must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline.
3. Get your organization’s concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc.

While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.

(BSNL shall not be responsible for any problem arising out of internet connectivity issues). Please visit <https://www.etenders.gov.in/eprocure/app> OR [www.gujarat.bsnl.co.in](http://www.gujarat.bsnl.co.in) for more details and latest amendment.

## **SECTION-5 Part A**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

#### **1 APPLICATION**

The General Conditions of Contracts provide the terms and conditions applicable to the Bidder for the supply of Goods and the provision of Services.

#### **2 STANDARDS**

The Goods and Services supplied under the Contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-3.

#### **3 PATENT RIGHTS (Not Applicable for this TENDER)**

The Bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods and/or Services or any part thereof in Indian Telecom Network.

#### **4 PERFORMANCE SECURITY**

All bidders shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.

The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.

The performance security Bond will be discharged by the Purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

#### **5 INSPECTION AND TESTS**

(Not Applicable for this TENDER)

#### **6 DELIVERY AND DOCUMENTS**

Delivery of the services and documents shall be made by the bidder in accordance with the terms specified by the purchaser in its Detailed Scope of work (Section 3- Part A).

The extension of delivery period against the Purchase Order/Work Order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty calculated on the value of the Fees of detailed Scope of work (Section 3- Part A) which are delayed.

#### **7 TRAINING**

While quality of work must be maintained, BSNL will not impart any formal training to any of the partner /employee of the bidder Firm.

**8 INCIDENTALSERVICES (Not applicable for this Tender)**

**9 SPARES (Not applicable for this Tender)**

**10 WARRANTY (Not applicable for this Tender)**

**11 PAYMENTTERMS**

- i. The Audit Fees will be paid by the **Circle concerned** under intimation to its Nodal Circle.
- ii. **Fees will be paid asunder:**
  - For the year 2023-24 twenty percent (20%) of the total annual fees will be paid on submission of Audit Report of each (I, II, III) Phase. However, on completion of Internal Audit for Phase IV and submission its report, balance 40% fees (25% for phase IV and 5% each of rest three phases) will be paid.
  - Bill for Audit Fee should be raised on the Circle concerned.
  - The Audit Firm should raise bill with all mandatory details and disclosures on its letterhead and amounts with respect to fees and GST should be clearly mentioned.
  - The GST amount shall be paid only on reflecting the GSTR2A.
  - TDS / GST TDS will be deducted as applicable.
  - 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.

**Note:**

- 1) If the Bidder fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the bidder.
- 2) Tax amount will be paid to the bidder only after bidder declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the bidder and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case maybe).
- 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the bidder against any loss of input tax credit to BSNL on account of bidder's default.
- 5) In case BSNL has to pay GST on reverse charge basis, the bidder would not charge GST on its invoices. Further, the bidder undertakes to comply with the provisions of GST law as may be applicable.

The Bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/ bidder. The bidder company is required to give the following information for this purpose:

- a) Beneficiary Bank Name:
- b) Beneficiary branch Name:
- c) IFSC code of beneficiary Branch
- d) Beneficiary account No.:

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

f) GSTIN No:

**Note:** If the bidder fails to furnish necessary supporting documents i.e. GST invoices etc.in respect of the Duties/taxes which is available as ITC, the amount pertaining to such Duties/Taxes willbe deducted from the payment due to the firm.

## **12 PRICES**

Prices charged by the bidder for services performed under the contract shall not be higher than the prices quoted by the Bidder in its Bid except for variation caused by change in taxes/ duties as specified.

For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated asunder:

Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time

In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the bidder's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the bidder. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

## **13 CHANGES IN PURCHASE ORDERS**

The Purchaser may, at any time, by a written order given to a bidder, make changes within the general scope of the contract in relation to the services to be provided by the bidder.

If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the bidder for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

Purchaser may extend period of taking services as mentioned in detailed Scope of work (Section 3 – Part A ) for a further period of one year on need basis on the same terms & conditions including rates.

## **14 SUB CONTRACTS (Not Applicable for this TENDER)- Sub-contracting is not allowed**

The Bidder shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the bidder from any liability or obligation under the Contract.

## **15 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.

## **16 Liquidated Damages**

In case of any delay in submission of report as mentioned in Scope of Work, penalty at a rate of (i) 2,000 per day for first two weeks of non-supply & thereafter at rate of (ii) 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 PO cost.

## **17 Force Majeure**

- a. Notwithstanding the provisions of the TENDER, the Bidder will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of BSNL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the hired Bidder will promptly notify BSNL in writing of such conditions and the cause thereof. Unless otherwise directed by BSNL in writing, the Bidder will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. BSNL may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder be unable to perform a material portion of the services for a period of more than 60 days.

## **18 ACTION BY PURCHASER AGAINST BIDDER/VENDOR IN CASE OF DEFAULT**

Any other default whose complete list is enclosed in Appendix-1 of Section 4A. Purchaser will take action as specified in Appendix-1 of Section 4A.

## **19 ARBITRATION and JURISDICTION**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days’ notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points



of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

The number of arbitrators and the appointing authority will be asunder:

Claim amount(excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs 5 Lakhs to Rs 5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs 5 Crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

Neither party shall appoint its serving employee as arbitrator.

If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed denovo.

Parties agree that neither Party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

Unless otherwise decided by the Parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs 5Crores.

#### **Fast track procedure-**

(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbiter who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and

submission filed by the parties without oral hearing;

- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

The arbitral tribunal shall make and publish the award within time stipulated asunder:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs 5 Crores	Within 6 months (Fast Track procedure)
Above Rs 5 Crores	Within 12 months

However, the above time limit can be extended by the arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the act.

In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.

The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**JURISDICTION OF COURTS:** The courts in Ahmedabad will have exclusive jurisdiction under this TENDER/contract.

## **SETOFF**

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 setoff 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, then GST would be levied

**20 Deleted**

**21 Deleted**

**22 Deleted**

## **23 COURT JURISDICTION**

Any dispute arising out of the TENDER/ Bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ TENDER has been issued.

Where a Contract or has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, "This Contract/ PO is subject to jurisdiction of Court at Ahmedabad only".

**Note:** Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

## **24 General Guidelines:**

"The General guidelines as contained in Chapter 5,6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles".

**SECTION-5 Part B**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**25 GST Invoice:**

All the details of Bidder (Name, Address, GSTIN/ unregistered Bidder, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

Invoice/Supplementary invoice/ Debit Note/ Credit Note/ Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the bidder to issue credit note and take tax adjustment.

It would be the responsibility of the bidder to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the bidder, the same would be recovered by BSNL from the bidder.

Registered location of both the parties i.e. BSNL and bidder should be mentioned in the agreement with GSTIN No. Further, bidder should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise

BSNL could at any time instruct the bidder to raise its invoices at a particular location of

BSNL E-way bill number should be mentioned on the invoices. (Not applicable for this TENDER)

Bidder shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

It is the responsibility of the bidder to ensure that outward supply return(GSTR-1) would be filed correctly. If not, then cost would be borne by bidder.

Reporting of correct outward supply by bidder in the outward return (GSTR-1) is the responsibility of the bidder. In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by bidder include (but is not limited to) the following:

- i. Uploading appropriate invoice details on the GSTN within the stipulated time;
- ii. Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by bidder for capturing information on the invoice.
- iii. Bidder needs to pay the entire self-assessed tax on timely basis.
- iv. Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by bidder. Such changes w.r.t. the mismatch are required to be accepted by bidder within the time limit prescribed under the GST law. It should be noted that in case bidder does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the bidder. In case of mismatch because of Bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
- v. Bidder to issue all necessary documentation and perform all necessary compliances for BSNL to be

eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the bidder would be recovered from the bidder

- vi. A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case bidder gets black listed during the tenure of BSNL contract, then bidder must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of bidder.

## **26 AWARD OF CONTRACT (PLACEMENT OF ORDER)**

As per DNIT

### **27 Deleted**

### **28 Deleted**

## **29 Compliance to Applicable Law**

The Bidder, including their personnel, employees, associates and sub-bidders shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract. Without limiting the generality of the foregoing, the Bidder shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses. In the event there is a delay by the Bidder which is solely attributable to Bidder in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Bidder due to which any Governmental Authority imposes sanctions on Purchaser, which results in financial and other liabilities on the Purchaser, the Bidder shall be liable to make good such loss immediately which has been suffered by the Purchaser.

## **30 Compliance to Tender Clauses:**

The Bidder shall submit the clause by clause compliance of the TENDER Document and its Clarifications & Amendments.

The Bidders, who have been blacklisted by any of the BSNL circles/BSNL HQ/any Govt. organisation are not eligible to participate in the TENDER. In this regard, the participating bidder should give an undertaking/certificate as under on their letter head duly signed by the authorized signatory.

“It is certified that our firm have / have not been black listed by BSNL or any Govt. Organization / PSUs for any reason. However, if we fail to complete the awarded work / fulfill the TENDER conditions, BSNL is free to take action / black list our firm / company.”

The Bidder shall furnish an unequivocal, unqualified and irrecoverable undertaking along with the Bid to the effect that “During the Bidding process ‘or’ during the course of execution of the Contract ‘or’ at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc. being offered under the TENDER/Contract, the Purchaser (BSNL) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the value of the tendered goods and services from the Bidder for such mis-representation. The Bidder shall immediately on being told by BSNL pay such sum of money to BSNL. Quantum of damages under this clause assessed and levied by the Purchaser (BSNL) shall be final and not challengeable by the Bidder/Bidder”.

### **31 Deleted**

### **32 Deleted**

## **33 Related Items**

The Bidder shall indicate in the Bid any other related items (along with the price) not reflected in the TENDER Document required for successful commercial launch of the service.

**SECTION-6 (A)**  
**UNDERTAKING & DECLARATION**

**(A)** - For understanding 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, specifications included in the Tender documents & offer to execute the work 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/ SD 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 offer are correct.
2. 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 LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

**c)** I / We do hereby declare that our Firm has not been BLACK LISTED by **any Central/State Government units /BSNL/ MTNL /GST Authority** 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

**d) Clause by Clause Compliance**

It is to certify that the tender document is carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally. There is no deviation from the terms & conditions of the tender.

Date: .....

.....  
Signature of Tenderer

Place:.....

Name of Tenderer.....

Section 6 (B)  
**A Self-Declaration for Declaration of Udyam Registration Number by MSE Bidder on CPPP**

(To be submitted by bidder on company's letter head)

REF : T.E.NO: \_\_\_\_\_

My / our firm \_\_\_\_\_ is registered with MSME vide Udyam  
Registration Number \_\_\_\_\_.

Further it is to inform that I/ We have declared Udyam Registration Number on CPPP (<https://eprocure.gov.in>) to enjoy the benefits as per public procurement policy for MSEs order 2012 with latest amendment. (For Tenders invited electronically through CPPP)

Date: .....

Signature of Tenderer.....

Place: .....

Name of Tenderer .....

Along with date & Seal long with date & Seal



## SECTION-7 PRO-FORMAS

### **7A- For the BID SECURITY/ EMD Guarantee** **(To be typed on Rs.300/- non-judicial stamp paper)**

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(MM) O/o CGMT, Gujarat Circle , BSNL, Telephone Bhawan, 8<sup>th</sup> Floor A-wing, Navrangpura, C.G.Road, Ahmedabad-38006 (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:

2. 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".

3. 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.

4. 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.

5. 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.

6. 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.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) O/o CGMT, BSNL,Ahmedabad” payable at Ahmedabad.

8. 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

## 7-B -For the Performance Guarantee

(To be typed on Rs.300/- non-judicial stamp paper)

Dated:.....

### Sub: Performance Guarantee.

Whereas CHIEF GENERAL MANAGER TELECOMUNICATION, GUJARAT CIRCLE AHMEDABAD (hereinafter called 'BSNL') (hereafter referred to as BSNL) has issued an 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 of CHIEF GENERAL MANAGER TELECOMUNICATION, GUJARAT CIRCLE AHMEDABAD of Rs /- (hereafter referred to as "P.G. Amount") valid upto...../...../20 (hereafter referred to as "Validity Date")

Now at the request of the Bidder, We ..... Bank  
..... Branch Having .....  
..... (Address) and Regd. office address as .....

(Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

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.

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.

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.

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 forebear 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.

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.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o CGMT, Gujarat Telecom Circle , Ahmedabad. Payable at Ahmadabad.

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 .....

Faxnumbers .....

**7-C- LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach AGM (MM) before date of bid opening)

To,  
The AGM (MM),  
Bharat Sanchar Nigam Limited,  
O/o CGMT Gujarat  
Telephone Bhawan, 8<sup>th</sup> floor A wing, ,C.G.Road,  
Navrangpura ,Ahmedabad 380006

Subject :- Authorisation for attending bid opening on \_\_\_\_\_ (date) in the  
TENDER of eligible bidders for TENDER for Appointment of Internal Auditors in BSNL.

Following persons are hereby authorized to attend the bid opening for the TENDER mentioned above on  
behalf of \_\_\_\_\_ (Bidder) in order of  
preference given below.

Order of Preference	Name
---------------------	------

Specimen Signatures I.

II.

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the TENDER bid document on behalf of the bidder.

Note :

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.

## 7-D- PROFORMA OF POWER OF ATTORNEY

(To be typed on appropriate stamp paper)

### POWER OF ATTORNEY

Be it known all to whom it concern that :-

Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_

Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_

Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_

I, the Proprietor/We all the Partners/Directors of M/s \_\_\_\_\_  
\_\_\_\_\_ ( Name& Address) hereby

appoint Shri \_\_\_\_\_ s/o \_\_\_\_\_  
residing \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_ (Postal \_\_\_\_\_ Address),  
Tele.No. \_\_\_\_\_ Mobile No. \_\_\_\_\_, E-mail ID \_\_\_\_\_,

as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the CGMT, BSNL, Gujarat Telecom Circle , Ahmedabad 380006 in connection with their TENDER Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_

for the supply of \_\_\_\_\_ due for opening on \_\_\_\_\_  
\_\_\_\_\_. In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s \_\_\_\_\_ . And

I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)Signature of the Proprietor/Partners/Directors

Accepted

(Signature of Signatory of TENDER Offer of the firm)

Attestation

**(Signature of the Banker/Branch Manager of the Firm with Branch details)**

---

A T T E S T E D

Notary Public

(Signature with Official Seal )

**OR**

R E G I S T E R E D

Before

( SUB –REGISTRAR) .....(of concernedState)

Signature with Official Seal



**Format-5- Financial Bid**

**PRICE BID**

<b>Internal Audit for the Circle</b>	<b>Nodal Circle</b>	<b>Indicative Fee of the circle concerned as per TENDER Annexure B</b>	<b>All inclusive fees p.a. excluding taxes (in figures)@</b>	<b>All inclusive fees p.a. excluding taxes (in words)@</b>
Gujarat Telecom	Gujarat Telecom	2,82,000.00		
Core Network Transmission West		1,75,050.00		

**@All inclusive fees mean fees including TA/ DA and out of pocket expenses but excluding applicable taxes ( GST, etc).**

(Signature of the Authorized Signatory  
of the firm with seal)

**Notes:**

1. If the firm is applying for more than one circle, separate Price Bid should be given (on separate sheets) for each circle.
2. No correction or overwriting is allowed on Price Bid Format.
3. No additional document should be enclosed in Price Bid.
4. If there is difference in amount quoted in figures and in words, the amount in words will be considered.

## FORMAT OF THE NON-DISCLOSURE UNDERTAKING

(To be typed on Rs.100/- non-judicial stamp paper)

This Agreement is made as of the \_\_\_\_\_ 2023 between **BHARAT SANCHAR NIGAM LIMITED (BSNL)** a Government of India Enterprise, having its Corporate office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s-----  
- \_\_\_\_\_ a \_\_\_\_\_ incorporated /  
established under the provisions of \_\_\_\_\_, and having its registered office at-----  
----- herein after called "-----"  
which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in **Exhibit A** (the "Business Purpose"), BSNL and M/s-----  
----- recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty(30) days of the initial disclosure.
2. M/s \_\_\_\_\_ and BSNL hereby agreed at during the Confidentiality Period:
  - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in Exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties.

The receiving party may, however, disclose the Information to its consultant and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultant and contractors to terms at least as restrictive as those stated

herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

- b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate: The information
- a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
  - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
  - c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
  - d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
  - e) is disclosed with the prior consent of the disclosing party; or
  - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
  - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information, only with the disclosing party's prior written approval. Each party agrees to comply with any and all terms and conditions the disclosing party may impose.
5. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
6. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.

7. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of anykind.
8. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right orremedy.
9. This Agreement will be construed in, interpreted and applied in accordance with the laws ofIndia.
10. That in case of any dispute or differences, breach & violation relating to the terms of the Agreement. The said matter or dispute, difference shall be referred to sole arbitration of CGMT Gujarat Telecom Circle of BSNL or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other-wise or refuses to do workor neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGMT Gujarat Telecom Circle of BSNL shall appoint another person to act as Arbitrator in place of out-going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s\_\_\_\_\_will have no Objection in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof.
11. This Agreement and **Exhibit A** attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
12. This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

M/s\_\_\_\_\_

**BHARAT SANCHAR NIGAMIMITED**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

**Exhibit A \_\_\_\_\_ Business**

1. Confidential Information of M/s- \_\_\_\_\_

2. Confidential Information of Bharat Sanchar Nigam Limited (BSNL):

➤ All information shared, in oral or in written form, by BSNL with M/s \_\_\_\_\_

➤ Number of subscriptions, consumption pattern etc

M/s \_\_\_\_\_

Signed

M/S \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BHARAT SANCHAR NIGAM LIMITED**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TECHNICAL BID****Part – I: General Information**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Firm and address of the Registered Office of the Firm *	
2	Full Postal Address of Office/ Branches	
3	Name of the contact person along with landline and mobile numbers	
4	Permanent Account Number (PAN) of the Firm	
5	GST registration number of the Firm	
6	Email address, phone number and Fax number of the firm of the Head Office	
7	Name(s) of BSNL Circle(s) for which applying	
8	Address of Firm's office(s) in Circle for which applying.	
9	Seal of the Firm	Signature of Authorized Signatory of the Firm

Detail of circle(s) is provided in Annexure 'B'. The firm should mention name and number of circle(s) and corresponding Nodal Circle name(s). Firm is required to mention details of its offices located in the circle(s) for which it intends to apply

\* The term 'Firm' includes LLP.

Signature of the Authorized Signatory  
of the Firm with seal

## Details of BSNL Circles, Zone Wise Nodal Circle(s) and Maximum Indicative fees Amount

Details of ZONE Circles, Zone Wise Nodal Circle(s) and Maximum Indicative Fees Amount				
ZONE	Circle Name	Circle HQ Location	Nodal Circle	Maximum All inclusive fees p.a. excluding taxes for 2023-24
1	2	3	4	5
WEST ZONE A	Gujarat Telecom	Ahmedabad	Gujarat Telecom	2,82,000
	Core Network West	Mumbai		1,75,050
Total all inclusive indicative Internal Audit Fees per Annum				4,57,050

Note: Internal Audit fees shall be paid as mentioned in the clause 14 of the bid document.



**Declaration of Confidentiality**

Subject to conditions contained in this TENDER, 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 endeavors 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 TENDER; 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  
of the Firm with seal**

**Annexure – D - Deleted**

**Annexure 'E'**

**Cost of tender document for each Zone Wise Nodal Circle**

<b>ZONE</b>	<b>Nodal Circle</b>	<b>All inclusive fees p.a. excluding taxes for 2023-24</b>	<b>Estimated Cost of Tender ( IA Fees for One Year)</b>	<b>Bid Document price in Rs. Including GST @ 18%</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4 = Col. 3 X 1</b>	<b>5</b>
WEST ZONE A	Gujarat Telecom	4,57,050	4,57,050	590

# **Bharat Sanchar Nigam Limited**

## **Format of Internal Audit Report**

# INTERNAL AUDIT REPORT OF..... (Name of circle), BSNL for the quarter ended.....

SI. No	Scope	Auditor's Observation	Financial Impact	Action taken Report by Management
1	1.1	<b><u>AS PRIME RESPONSIBILITIES THE INTERNAL AUDITOR</u></b>		
	1.1.1	Should ensure that no transaction, agreement, act or commitment of the BSNL Unit is <i>ultra vires</i> to the laws prevailing and/ or applicable for the period under audit.		
	1.1.2	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.		
	1.1.3	Should ensure that no transaction is booked in the books of accounts of the BSNL Unit against Generally Accepted Accounting Principles (GAAP), fundamental accounting assumptions and accounting concepts unless the GAAP is/ are superseded by Company's		

		Accounting policies.			
	1.1.4	Should ensure that while recognizing transactions BSNL's accounting policies are adhered to.			
Sl. No	Scope		Auditor's Observation	Financial Impact	Action taken Report by Management
	1.1.5	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 vires to the circulars, guidance and instructions so issued by Corporate Office.			
	1.2	<b><u>MAJOR FOCUS AREAS</u></b>			
	1	Check and report that whether Unit(s) under audit is satisfactorily discharging their duties with respect to:-			
	1.2.1	Effectiveness of financial management			

	1.2.2	Implementation of Projects - time, cost and return on investment.			
	1.2.3	Initiatives for enhancement of revenue & its efficiency.			
	1.2.4	Simplification of procedures and rationalization of activities.			
	1.2.5	Cost-benefit impact of new schemes and tariff plans.			
	1.2.6	Reduction of costs and administrative and financial reforms			
2	2.1	INITIATIVES			
SI. No	Scope		Auditor's Observation	Financial Impact	Action taken Report by Management
	2.1.1	Suggestions for improvement in accounting, following of rules, dealing with taxation matters, awareness about accounting standards, laws prevailing and amendments being introduced by government.			
	2.1.2	Suggestion for better accounting practices and business policies based on auditors' experience with practicality of uniform applicability in a pan India environment.			
	2.1.3	Suggestions for betterment of processes, capturing of information and improving MIS.			
	2.1.4	Suggestion for improvement in internal control system for financial and non- financial activities.			

	<b>2.2</b>	<b>Internal Auditors are desired to put special efforts on following issues;</b>		
	<b>2.2.1</b>	<b>Payment of late fees/ penalty/ demurrage and fines etc. should be audited in detail and proper approval, steps for avoidance in future etc. should be ensured</b>		
	<b>2.2.2</b>	<b>Settling pending issues with CCA, DoT, taxation and other statutory authorities</b>		
	<b>2.2.3</b>	<b>Timely decommissioning, scrapping, disposal of obsolete, impaired assets/ inventories.</b>		
	<b>2.2.4</b>	<b>Resolution of Statutory and C &amp; AG (P&amp;T) audit qualifications. The target in this regard is to bring down qualifications to zero.</b>		
<b>Sl. No</b>		<b>Scope</b>	<b>Auditor's Observation</b>	<b>Financial Impact</b>
	<b>2.2.5</b>	<b>IBTMS – Intra and inter circle remittances should be cleared minimum to the extent of targets conveyed by C.O.</b>		
	<b>2.2.6</b>	<b>License fees payable/ paid to DoT should be checked and over/ under payment should be clearly reported.</b>		
	<b>2.2.7</b>	<b>Grant/ subsidy received should be strictly accounted for in accordance with the Circular no. CA-304 issued by Corporate Accounts, C.O. read with AS-12 and as amended from time to time.</b>		
	<b>2.2.8</b>	<b>Expenses on towers and their performance.</b>		
	<b>2.2.9</b>	<b>Bank Guarantees submitted by BSNL Unit(s) should be taken back and cancelled as soon as</b>		



		tenor ends.			
	2.2.10	Bank Guarantees received by BSNL Unit(s) should not expire or get renewed to protect BSNL's interest.			
	2.2.11	SD/ EMD (deposited as well as received) should also be audited as to safeguard BSNL's interest and there should not be any instance of losing business or exposure to business risk because of lack of procedural efficiency. Long pending SD/EMD balances must be reviewed.			

Sl. No	Scope	Auditor's Observation	Financial Impact	Action taken Report by Management
2.2.12	Each segment (business vertical) operations and income & expenses should be booked properly and inter-segment incomes should be properly identified and booked.			
2.2.13	Internal Auditors should check the compliance of GST rules/ instructions/ advisory etc. in the circle.			
2.2.14	All the Internal Auditors should be acquainted with of Ind. AS provisions			
2.2.15	The Internal Auditors should test the Risk Control Matrixes relating to Internal Financial Controls circulated to all circles as per instructions contained in F. No. 500- 31/2015-16/CA-I/BSNL/356/IFC dated 13.07.2016.			

	2.2.16	All the OYT deposits lying under respective G/L to be reviewed and the connections which have completed their life spell of 20 years from the date of its installation, their deposits may be transferred to concerned revenue G/L.			
	2.2.17	Internal Auditor should check & report the reconciliation of input credit in SAP with GSTN portal			
	2.2.18	Thoroughly review the process of receipt of services / materials along with Invoices and its process through "MIRO" for timely utilization of ITC (Input Tax Credit).			
Sl. No	Scope		Auditor's Observation	Financial Impact	Action taken Report by Management
	2.2.19	Reporting on project accounting like NOFN, LWE, NFSetc. as the billing and collection has made to Circle			
	2.2.20	Internal Auditor should ensure creation of liabilities in accounts is must as no prior period expenditure are allowed			
	2.2.21	Internal Auditors should also comments on the progress made on previous reported deficiency.			
	2.2.22	Audit of risk monitoring and management system			
	2.2.23	The Internal Audit reports should also highlight significant issues that may have a bearing on the Company's operational and financial performance			

	2.2.24	The scope of Internal Audit should also include performance audit i.e. areas where BSNL lost substantial market/revenue share, audit of each vertical's performance at Circle level			
	2.3	Finance & Accounts			
	2.3.1	Proper and timely maintenance of books of accounts including vouchers and supporting			
	2.3.2	Internal control mechanism for handling of cash and cash transactions and Bank Transactions. Review the fund requisition its receipt and further utilization so that redundant or excess fund out of budget allotment can be avoided.			
	2.3.3	Salary, advances, temporary advances and other employees related transactions.			
SI. No		Scope	Auditor's Observation	Financial Impact	Action taken Report by Management
	2.3.4	Timely preparation of monthly Trial Balances/ Final Accounts and notes thereon			
	2.3.5	Timely and correct deposition of taxes and levies (direct and indirect), filing of returns and settlement of disputes as and when arise, if any			
	2.3.6	Budget allotment and utilization of funds against respective budget heads only.			
	2.3.7	Proper and timely booking of revenue, expenditures, liabilities and assets			

	2.3.8	Maintenance of Fixed Assets Register and physical verification of assets. Internal Auditors are desired to thoroughly check that assets related to 'Telegram and Telex' services are either decommissioned or transferred to other services.			
	2.3.9	Creation of ARO liability for new asset creation in current financial year on leased hold land			
	2.3.10	Proper record of CWIP, conversion of CWIP into assets and reconciliation. Review and reporting age-wise pendency of CWIP			
	2.3.11	Reconciliation of main/ general ledgers with subsidiaries for stores, debtors, creditors, receivables and payables etc. and eliminating differences between main and subsidiary ledgers			
Sl. No	Scope		Auditor's Observation	Financial Impact	Action taken Report by Management
	2.3.12	Recoverable and payables from/ to DoT / CCA/ MTNL and other departments are properly and timely recorded and efficient efforts are being made to settle the transactions.			
	2.3.13	Review and suggestive remarks for minimizing adverse / negative balances under various GLs			
	2.3.14	Review of bank charges debited by bank as per agreement			
	2.4	Physical stores and its verification			
	2.4.1	Real time recording of inward and outward movement of store items			

	2.4.2	Maintenance of proper registers, bin cards, movement records etc. at the stores.			
	2.4.3	Stores receipt vouchers (SRVs) and stores issue vouchers (SIVs) are sent to Store Accounts Section and periodic reconciliation is carried out between store records and financial records			
	2.4.4	Periodicity of physical verification and resolution of discrepancies. Auditor is also expected to carry out Physical Verification on test check basis.			

### **General Guidelines for Internal Audit**

1. Auditor should give their comment on each and every point. 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.
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.

## Format for Report On Risk Control Matrices relating to Internal Financial Controls

Area	Control Ref No.	Risk Description	Control Description	Name of Control Owner Department/Team	Evidence received from Circle	Evidence not received from Circle	Final Status	Reason of Non compliant/Partial compliant	Recommendation	BSNL Contact person who shared the Details

### CHECK LIST FOR THE BIDDERS

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal. Offer is liable to be rejected, if enclosed documents are not authenticated. Documents forming part of the bid: -

SI NO	<b><u>Documents to submitted offline and Copy to be uploaded in E-tender portal</u></b> <b><u>(In case TENDER FEE Payment made through Offline Mode)</u></b>	Submitted YES/NO
1	Cost of the TENDER document Rs 590/- as per Clause no. 1.1 Section 1	
2	EMD/ Bid Security of Circle for which it is bidding	
SI NO	<b>Documents to submitted online in E-tender portal</b>	Submitted YES/NO
1	Cost of the TENDER document Fee & Bid Security (Proof for Online Mode of Transaction) (If applicable)	
2	Latest Valid MSME Udyam Registration /NSIC certificate for tendered item (if applicable) For MSE Bidder Only	
3	Proof /Self-declaration indicating the statement of declaration of Udyam Registration Number on CPPP (Mandatory For MSE Bidder) as per Section 6 B	
4	Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. 4.13 of Section-4 Part A	
5	Performa of Technical Bid duly filled and signed as given in Annexure 'A'	
6	Documentary proof for at least one office of the Firm should be located in the circle for which the Firm intends to apply	
7	Declaration of Confidentiality as per Annexure- C	
8	Undertaking & declaration duly filled & signed as per Section 6A	
9	Letter of Authorisation to attend Bid opening event	

If any of the above documents, required to be submitted along with the Technical Bid is found wanting, the offer is liable to be rejected at that stage.