

**TENDER DOCUMENT
FOR
APPOINTMENT / EMPANELMENT OF
INTERNAL AUDIT FIRM FOR TCIL**

Tender No. TCIL/15/2016/22-SCM/27E

Date of Issue: 25.01.2023

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SECTION-1**NOTICE INVITING TENDER (NIT)**

Bids are invited from all eligible bidders for “Appointment / Empanelment of Internal Audit Firm for TCIL”.

Telecommunications Consultants India Ltd. (TCIL) is a leading IS/ISO 9001:2015 and ISO 14001:2015 certified Govt. of India Undertaking incorporated in 1978 under the administrative control of Department of Telecommunications, Ministry of Communications & IT, Govt. of India. TCIL, a premier telecommunication consultancy and engineering company, is making available its vast and varied telecom expertise to friendly developing countries. TCIL has extended its telecom consultancy and turnkey projects execution services to telecom operators, bulk users and others in India and 80 other countries in Middle East, Africa, South & South East Asia. The success story of TCIL lies in its quality management and excellence in project execution. The company's organic and inorganic growth has led to multiply its standalone as well as group turnover manifold.

TCIL has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom Software, Switching and Transmission Systems, Cellular Services, Radio Communication, Rural Telecommunications, Optical Fiber based Backbone Transmission Systems etc. TCIL has diversified its operation and has been executing turnkey projects of Power Transmission, Rural Roads and Civil Construction. TCIL has also been executing projects in latest technologies like FTTH, VOIP, IPTV, 3G, Radio Communication etc.

Submission of Online Bids is mandatory for this tender. Prospective bidders need to submit their bids with the most competitive Techno-commercial offer for the aforesaid work. Tender document is available on TCIL website (<https://www.tcil-india.com/nit.php>) & GePNIC portal (www.etenders.gov.in). The important dates are as given below:

1.1 IMPORTANT DATES

Date of Posting of EOI:	25.01.2023
Start Date of downloading/viewing EOI:	25.01.2023
Last date & time for seeking clarification, if any:	31.01.2023, 1700 hrs
Pre-bid Meeting date and time:	01.02.2023, 1100 hrs
<i>(pre-bid meeting shall be held at TCIL Bhawan, GK-I, New Delhi-48)</i>	
Start date & time for Online submission of Bids:	07.02.2023, 1200 hrs
Last date & time for Online submission of Bids:	15.02.2023, 1200 hrs
Online Opening of Technical Bid (Part-I):	15.02.2023, 1300 hrs
Online Opening of Financial Bid (Part-II):	To be notified later

Bids shall be submitted on GePNIC Portal (<http://etenders.gov.in>). Bidders are advised to visit GePNIC portal (<http://etenders.gov.in>) and/or TCIL website regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support on Toll Free Help Desk Number- 1800 3070 2232 for requisite queries regarding registration, training, demonstration, minimum system requirements etc. of Government e-Procurement System of NIC (GePNIC).

1.2 ELIGIBILITY CRITERIA

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

- The bidder firm should have undertaken at least three (03) Internal Audit assignments in an Indian Company having turnover not less than Rs. 600 Crore in last 7 years. The bidder shall submit letter from previous clients certifying the proper execution of Internal Audit assignment along with details as per prescribed format (Section-12).

- b) The average turnover of the bidder firm should be minimum Rs. 20 crores (Rs. 19 Crores for MSE/Start-up) from services in India in the last three financial years i.e., 2019-20, 2020-21 and 2021-22. Audited balance sheets and profit & loss account statements shall be submitted by the bidder.
- c) The bidder firm should be profit making firm in two years out of last three financial years. Audited balance sheets and profit & loss account statements shall be submitted by the bidder.
- d) The bidder firm should be minimum 10 years old. Documentary evidence shall be submitted for establishing the same.
- e) The bidder firm should have a valid PAN and be registered with GST and other requirements on taxation/ legal formalities.
- f) The bidder firm should have at least 15 nos. of CA/ICWA qualified employees employed and on its roll, out of which at least 2 should be DISA qualified and at least 10 should have minimum 10 years practicing experience as auditor. CVs of all such employees should be submitted in the bid (Section-11).
- g) The bidder firm should have local offices in Delhi/Satellite town. If the bidder is not having any office in Delhi/ Satellite town, then an undertaking to be given to open office in Delhi/ Satellite town if the tendered work is awarded to them.
- h) The bidder firm shall submit an undertaking as per prescribed format (Section-13) for no conflict of interest.
(Ref. Clause-2.7 for details)
- i) The Chartered Accountants/Cost Accountants firm should be well versed in the following areas:
- (i) DIPAM guidelines and other Government of India guidelines.
 - (ii) Knowledge of the Companies Act, 2013, SEBI guidelines for listing, Indian rules for Merger and Acquisitions etc, applicable various Tax laws, Indian and International accounting and audit practices etc.

Undertaking should be submitted by the bidder declaring the same.

- j) The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. /PSU as on date of submission of the Bid. “No-Conviction Certificate” duly signed by authorized signatory signing the bid, should be submitted in the prescribed format (Section-8).
- k) The bidder shall submit an undertaking on their letter-head stating that:
- “In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:
“We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.
We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.
- l) The bidder should give an undertaking on the company’s letter head that all the documents/certificates/information submitted by them against this tender are genuine.

In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security / Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period up to 2 years.

- m) A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this tender shall be submitted by the bidder firm.

1.3 **BID SECURITY (EARNEST MONEY DEPOSIT) - NIL**

1.4 **TENDER FEES - NIL**

1.5 **EVALUATION**

- a) TCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only.
- b) A bid determined as substantially non-responsive technically/financially shall be rejected, even after opening the price bid.
- c) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- d) **Technical Bid Evaluation**
In the first stage, only the technical bids would be evaluated. The Technical Evaluation Committee (TEC) will undertake a detailed evaluation of the technical bids. In order to evaluate the bids, the TEC will examine the information supplied by the bidders in their technical bids. Each Technical Bid will be assigned a technical score out of a maximum of 100 as per the criteria specified below.
Minimum technical score to qualify for financial bid opening shall be 70. TEC's decision in this regard shall be final & binding.
- e) **Financial Bid Evaluation**
The Financial bids of those bidders who qualify the technical evaluation will only be opened and lowest bid shall be termed as L-1. Purchase preference shall be applicable as defined in the tender.

Note:

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

SL.	EVALUATION CRITERIA	MAXIMUM SCORE
A	FINANCIAL CAPABILITY Average annual turnover of the bidder in the last three (3) Financial Years	20 MARKS
	A >=Rs. 20 Crore (Rs. 19 Crore for MSE/Start-up)	10 Marks
	B >=Rs. 50 Crore (Rs. 47.5 Crore for MSE/Start-up)	15 Marks
	C >=Rs. 100 Crore (Rs. 95 Crore for MSE/Start-up)	20 Marks
B	PAST EXPERIENCE OF THE FIRM The firm should have undertaken Internal Audit assignments in an Indian Company having turnover not less than Rs. 600 Cr in last 7 years. Number of Projects:	20 MARKS
	A >=3 projects	10 Marks
	B >=10 projects	15 Marks
	C >=30 projects	20 Marks

SL.	EVALUATION CRITERIA	MAXIMUM SCORE
C	KEY PERSONNEL PROPOSED FOR PROJECT The firm should have at least 15 nos. of CA/ICMA qualified employees employed with them on its roll, out of which at least 2 should be DISA qualified and at least 10 should have minimum 10 years practicing experience as Auditor.	20 MARKS
	A >=15 nos. of CA/ICMA qualified employees	15 Marks
	B >=30 nos. of CA/ICMA qualified employees	18 Marks
	C >=50 nos. of CA/ICMA qualified employees	20 Marks
D	APPROACH & METHODOLOGY Approach & Methodology proposed by the bidder in the technical proposal and technical presentation. <ul style="list-style-type: none"> • Understanding of the audit process and its objectives. • Overall approach and its responsiveness to the audit objective. • Methodology to be adopted. • Audit Plan with milestone and timelines • Organization and Staffing (The schedule and venue for technical presentation shall be communicated later)	40 MARKS
TOTAL		100 MARKS

1.6 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity if same is extended by end client and accordingly, the bid security shall also be suitably extended by the bidder.

1.7 **IP PROGRAMME**

As a part of implementation of Integrity Pact Programme (IPP) in TCIL, the bidders are required to sign the IP document and submit the same to TCIL before or along with the bids. Latest IP document is available at TCIL website (www.tcil.net.in) Link- https://www.tcil.net.in/integrity_pact.php.

Only those vendors who have signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer i.e., Chief Vigilance Officer (CVO), TCIL.

NAME OF IEMS WITH THEIR CONTACT DETAILS:

- 1) Shri Prabhaskar Singh, Independent External Monitor Email ID: srgmhrbpl@gmail.com
- 2) Shri S.K. Sarkar, Independent External Monitor E mail ID: sksarkar1979@gmail.com

NAME & CONTACT DETAILS OF NODAL OFFICER (IP) IN TCIL:

Mr. V. K. Sinha, Chief Vigilance Officer E-mail ID: vk.sinha@tcil.net.in

IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/tender name shall be clearly mentioned. All pages of the IP document shall be initialed by both parties along with company seal.

Tender received without signed & stamped copy of the Integrity Pact document will be liable to be rejected, and the bidder himself will be responsible for that.

1.8 SIGNING OF NON-DISCLOSURE AGREEMENT

The selected bidder shall have to sign a Non-Disclosure Agreement (NDA) in the prescribed format (Section-14) with TCIL on a non-judicial stamp-paper of Rs. 100.

1.9 AUTHORIZATION LETTER/ BOARD RESOLUTION

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

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

Note: The bidder should ensure that the Digital Signature used for uploading the tender document in e-tender portal should be of the authorized signatory.

1.10 SUBMISSION OF FORGED DOCUMENTS

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

1.11 CLARIFICATION FROM BIDDERS

The queries may be asked from bidders for submitting shortfall to be submitted within specified date and time. Also, every document submitted against following queries should be signed by the person authorized as per Authorization letter / Board Resolution submitted by bidder against tender, without which the documents will not be accepted as valid.

1.12 REGISTRATION OF MSE VENDORS

All MSE bidders may be registered on TReDS platform (www.rxil.cin) and MSME-SAMADHAAN portal. Participating MSE bidders shall submit an undertaking regarding the same.

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

1.14 TCIL reserves the right to accept or reject any or all the bids without assigning any reason.

1.15 TCIL reserves the right to cancel this tendering process without assigning any reason.

1.16 Bidders shall bear all costs associated with the preparation and submission of bids. TCIL, in no case, will be held responsible or liable for any cost to the bidders regardless of the outcome of the bidding process.

1.17 CONTACT INFORMATION

Project Division: **J. Ramesh Kannan, General Manager**
Telephone: 011-26202313, 9871972750
e-mail: jramesh.kannan@tcil.net.in

SCM Division: **S.K. Tata, Chief General Manager**
Telephone: 011-26202405
e-mail: shrikrishna.tata@tcil.net.in

END OF SECTION-1

SECTION-2

GENERAL CONDITIONS OF CONTRACT

2.1 FINANCING OF TRADE RECEIVABLES OF MSE'S THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM

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

2.2 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES

Price Preference to MSEs shall be extended as per GOI guidelines applicable from time to time.

The tendered items are non-splittable.

2.3 RISK PURCHASE

- a) In case, the sub-contractor/ Supplier is not performing its obligations under the contract, the notice shall be sent as per law to the sub-contractor informing that in case of non-performance by a particular date/period, the contract shall be terminated and the work/project will be executed (through a third party) at the risk and cost of the said sub-contractor/ supplier as per the terms of the contract.
- b) On completion of the specified period/date, the notice of termination shall be issued clearly specifying that the remaining work shall be executed (through a third party) at the risk and cost of the sub-contractor/supplier. Along with this notice of termination, intimation shall be sent to the said sub-contractor/supplier for joint preparation of inventory of the works performed/ supplies already undertaken by him. If the sub-contractor/supplier fails to turn up on an appointed date for joint preparation of inventory, in that situation he shall be proceeded ex parte and the inventory shall be prepared by TCIL/Employer and the same be sent to the sub-contractor/supplier.
- c) Further at the time of award of work to another sub-contractor/ Supplier, if the work is awarded at an additional cost than the original sub-contractor/ Supplier, another notice may be issued to the original sub-contractor/ Supplier specifying that the work has been awarded to another agency at the additional cost of such and such amount, and he is liable to pay that amount to TCIL.
- d) Demand notices may be sent to the original sub-contractor/ Supplier from time to time.

2.4 GENERAL LIEN / SET-OFF

- a) Whenever under this contract, any sum of money is recoverable from and payable by the supplier, the purchaser shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the supplier, if a security is taken from the supplier. In the event of the security being insufficient or if no security has been taken from the supplier, the balance or the total sum

recoverable, as the case may be, shall be deducted from any sum due to the supplier or which at any time thereafter may become due to the supplier under this or any other contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the supplier, shall pay to the purchaser on demand the remaining balance due.

- b) Any some of money (including refundable security deposit) due and payable to the supplier, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

2.5 FORCE MAJEURE

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

2.6 ARBITRATION

All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this tender shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, TCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time and the venue of the arbitration shall be in New Delhi.

For Public Sector Undertaking / Government Departments: “In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018.

Any party aggrieved with the decision of the committee at the Ist level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the committee at First level, through its Administrative Ministry/ Deptt in terms of para 4, 5 and 7 of above DPE OM dated 22.05.2018, whose decision will be final and binding on all concerned.”

2.7 CONFLICT OF INTEREST

- a) There should not be any conflict of interest related with nature of work, with any of the organization or parties to this work and the bidder firm shall not undertake any work/job during the assignment, which may affect the interest of the TCIL. Conflict of interest in relation to the proposed Internal Audit assignment shall without limitation be deemed to exist or have arisen if the Chartered Accountants/Cost Accountants firm, whether itself and/or for/ with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of TCIL or any such activity/ association would or may impair, his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
- b) The bidder firm, whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/ or have taken up engagement for advising/ consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction / matter (“Third Party Transaction”) which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of TCIL.

- c) Any other situation, possible source or potential areas of interests which may impair Chartered Accountants/Cost Accountants firm ability to render fair, impartial, technically sound and objective assistance or advice or unbiased services or in conflict of their professional duties towards TCIL in respect of the proposed Internal Audit assignment or result in it being given an unfair competitive advantage to any other person.

2.8 FALL CLAUSE

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

And/or

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

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

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

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

2.9 BANNING OF NON-PERFORMING VENDOR

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

2.10 AMENDMENT TO BID DOCUMENTS

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

2.11 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by TCIL). Clauses such as “at actual”, “extra”, “to be given later” etc. shall also be treated as non-responsive & are liable for rejection.

2.12 MODIFICATION AND WITHDRAWAL OF BIDS

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

2.13 CLARIFICATION OF BIDS

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

2.14 TERMINATION FOR DEFAULT

- a) TCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
 - if the supplier fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by TCIL.
 - if the supplier fails to perform any other obligation(s) under the contract;
 - if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as TCIL may authorize in writing) after receipt of the default notice from TCIL.
 - Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.
- b) In the event TCIL terminates the contract in whole or in part pursuant to above clause, TCIL may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to TCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.
- c) The contract shall be terminated with a notice period of 3 months.

2.15 TERMINATION FOR INSOLVENCY

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

- 2.16** At any time, in case it comes to the knowledge of TCIL any of wrong information related with eligibility of the bidder or non-compliance to any terms and conditions of tender, then TCIL reserves the right to cancel or reject the bid of such bidder, cancel the tender or take any other action as deemed fit in accordance with tender terms and conditions.

2.17 ADDITIONAL CLAUSES FOR DEBARMENT

- A. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **three (3) years** if he has been convicted of an offence as under:
 - a) under the Prevention of Corruption Act, 1988; or

- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- B. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **two (2) years** if the following code of integrity as per rule 175 of GFRs 2017, is breached:
1. prohibition of
 - a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) making false declaration or providing false information for participation in a tender process or to secure a contract;
 2. disclosure of conflict of interest.
 3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- C. A bidder or any of its successor, shall be debarred from participating in any procurement process undertaken by TCIL for a period not exceeding **two (2) years** if the following is breached:
- (i) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - (ii) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this tender.
 - (iii) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- D. The debarment in all cases shall be automatically extended to all its allied firms. In case of Joint ventures/Consortium is debarred all partners shall also stands debarred for a period specified in debarment order. The names of partners should be clearly specified in the debarment order.

END OF SECTION-2

SECTION – 3**SPECIAL CONDITIONS OF CONTRACT**

Note: In case clauses/ sub-clauses have any difference mentioned in this tender at different places, the conditions mentioned in this section shall prevail.

3.1 PAYMENT TERMS

Fee for internal audit shall be paid quarterly on proportionate basis after completion of discussion on the report and after the approval of internal audit report by Audit Committee.

3.2 PERFORMANCE SECURITY

- a) The successful bidder will submit Performance Security for an amount equal to 3% of LOI/PO value valid for a period of 15 months along with acceptance of the LOI.
- b) PBG to be submitted in the prescribed format (Section-10) from a SFMS enabled Scheduled Commercial Bank through SFMS Platform as per details below:

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi- 110001
	IFS Code	ICIC0000007

- c) The proceed of performance security shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor. Recovery/adjustment due to LD or any other loss to TCIL shall be in addition to point e).
- d) The performance security will be discharged by TCIL after completion of supplier's obligations under the contract.
- e) Failure of the successful bidder to submit the Performance Security or bidders' failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the award / cancellation of the award of work and forfeiture of the bid security/performance security.
- f) Additionally, TCIL reserves the right to debar such defaulting bidder from participating in future bids for a period up to 2 years.

3.3 TIME LINE FOR ASSIGNMENT

The time schedule of Internal Audit shall be as under:

Sl.	Particulars	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
1	Commencement of Audit	1 st July.	1 st Oct.	1 st Jan.	1 st Apr.
2	Draft Report	20 th July	20 th Oct.	20 th Jan.	20 th Apr.
3	Compliance of Report	25 th July.	25 th Oct.	25 th Jan.	25 th Apr.
4	Final Report	30 th July.	30 th Oct.	30 th Jan.	30 th Apr.

3.4 PERIOD OF CONTRACT

The period of contract shall be for one (01) year i.e., for FY 2023-24 which may be extended for one more year (i.e., FY 2024-25) on satisfactory performance of the bidder for successful completion of the internal audit, on the same terms & conditions and audit fees.

3.5 PENALTY FOR DELAY IN COMPLETION OF WORK

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

- A. The date of delivery of the services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances subject to conditions as enumerated in the contract/tender including levying of penalty in terms of Clause B below.
- B. While granting extension of delivery period, the penalty shall be levied as follows:
Should the supplier fail to provide services within the stipulated time, the purchaser shall be entitled to levy penalty @0.5% of the value of the purchase order for each week of delay or part thereof or a period up to 8 (Eight) weeks and thereafter @ 1.0% of the value of the purchase order for each week of delay or part thereof or another 8 (Eight) weeks of delay

END OF SECTION-3

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

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

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

	Total bills to be raised
	Total bills raised (pkg. wise status- primarily for pmgsy works)
	TCIL's security (SD/PBG/FDR) with client
IV	MANPOWER MANAGEMENT
	(Objective: No idling of Manpower & adequacy of leave intimation system)
	Get composition of staff at project.
	Check if the staff is commensurate with size of project as per standard norms.
	Check system of leave booking/absentee statement intimated to HQ
V	FUND MANAGEMENT
	(Objective: to see there is no idleness of holding funds)
	Check if the collection and payments are under CMS, if under CMS check the system of drawl of funds are within authorized limit and limits are fixed on accepted norms basis.
	In case the branch does not come under CMS, check that project do not keep excess cash balances and FDRs taken with approval of HQ. or funds remitted back to HQ promptly.
VI	CONTRACTUAL
	(Objective: Appointment of Contractors within Accepted Norms and Provision of various Contracts are complied with)
	Obtain copy of agreement entered with the client and check salient clauses affecting financial and other obligations.
	Obtain List of sub-contractors, consultants and agreement entered with them
	Check contractors/consultants' agreement for salient clauses relating to payment terms etc. vis-à-vis actual transactions with them during the audit period.
	Check basis of appointment of contractors and verify their records of appointment to see that they satisfy all criteria of selection.
	Methodology to appoint subcontractor/service provider to confirm that it is as per provision of purchase manual.
VII	INTERNAL CONTROL
	All circulars & guidelines issued by management to be followed.
	Assessment of risk involved in all the processes.
2.	COMPLIANCE AUDIT
	STATUTORY COMPLIANCES (PAYMENT OF STATUTORY DUES/ RETURN SUBMISSION ETC.)
	Objective: All legal compliances are observed)
	checking the correctness of compliance report submitted
	Labor cess
	Minimum wage act
	GST (input, output)
	GST TDS
	TDS
	Stamp Act (if cash payment exceeds Rs. 5000)
	All returns to be filed timely (copy of return required)
	Interest/ penalty levied
	PF

	Bonus
	Legal Notices (if any)
	Status of assessment of taxes and check pending cases with statutory authority with reasons and justifications.
	Timely payment to MSME suppliers / vendors (MSME act)
	Check that statutory prescribed records/returns such as relating to taxes TDS, GST & etc. for personal & others are maintained and filed in time.
	Check pending cases with Statutory Authority. (e.g., VAT, Service Tax, TDS & GST Demand Letters from Departments)
	Check proper recovery of taxes and deposit with prescribed authority, if any as per local laws.
3	<u>FINANCIAL AUDIT</u>
I	HEAD QUARTER
i	INVESTMENT OF SURPLUS FUNDS
	(Objective: to see there is no idleness of holding funds)
	To see that investment of surplus funds is made as per guidelines issued by Ministry of finance/Department of Public Enterprises from time to time.
	Check if the collection claims and payments are received under CMS.
	To see that directives of audit committee/board regarding CAR of banks in which investment is made is followed.
	To see that fund position is reviewed periodically with reference to balance with banks in countries abroad.
	Verifies the fixed deposit register to see that this is kept up to date on day-to-day basis and head office control account & remittance accounts are reconciled periodically.
	To see that surplus funds are not kept in current account.
	To report idling of funds if any.
	To check whether new avenues giving higher yields and within norms are being tapped.
	Comparison of rates of returns with private sector banks and new avenues.
	Suggesting use of technologies for efficient cash management system.
ii	TREASURY MANAGEMENT
	It is examined that there is adequate security for the cash, cheques, unused receipt books and other valuables;
	It is examined that cash cover is taken for cash in transit and cash-in-safe, as well as fidelity guarantee in respect of the employees handling cash.
iii	FIXED ASSETS
	(Objective: Proper records and existence of Fixed Assets)
	To see that all assets are capitalized at a cost which is incurred to bring the assets working condition for its use.
	All items received are properly examined, counted and accounted for in the books of accounts.
	The location of the fixed assets of the company is properly shown in the fixed assets register.
	There is a system of marking assets with easily identifiable numbers.
	To ensure that physical verification of assets is carried out at least once in a year with representative of internal audit.
iv	HEDGING FOR CURRENCY & MATERIAL PROCUREMENT
	Objective: (Payable/Receivable on A/c of foreign currency or commodity are timely hedged)

	Check forward cover against foreign currencies are taken in accordance with Market perception.
	Booking of Profit/Loss for forward covers is done as per Accounting Standard.
	To verify Derivatives planning.
v	ACCOUNTING MATTERS
	Recognition of revenue: To ensure that income is booked as per accounting policy for income recognition in respect of the project.
	To review the ledger of EMDs given in the form of cash/FDRs to various clients along with tenders. For the purpose to ensure the recoveries of EMD after submission of performance guarantee/award of work to other party in case of unsuccessful bid.
	To claim recoverable and advances given to third parties with an objective of its recovery/adjustment within the time prescribed in the agreement.
	To see that control accounts are periodically reconciled with projects.
	To check Bank Reconciliation Statement periodically and ensure that credit is given by the banks in agreed time and debits regarding commission and charges are made as per agreement.
vi	BILLING AND THIRD-PARTY PAYMENTS
	To examine that bills are raised in time as per agreement and are realized in time. To see that project wise bill register is maintained. To test check 3rd party bills to see that system and controls are adequate for verification of claims and payments. To check that statutory prescribed records/returns such as relating to GST, TDS & GST TDS are maintained and filed in time. To check proper recovery of taxes and deposit with prescribed authority. To check clause in agreement with Service Providers are complied with. To check expenditure is within the cost estimates. To check propriety of expenses and basis of appointment of service provider. To ensure that optimum benefit is derived from expenditure and service provider is competent to provide services efficiently.
vii	STAFF PAYMENTS
	To see staff payments like Medical Reimbursement, Children Education Allowance, LTC Expenses and Traveling expenses are passed and paid as per entitlement of Official/Officer and are in accordance of the rules framed by the company in this regard.
viii	DIRECT TAX
	To see direct taxes liability, income tax and returns are filed in time and advance taxes are deposited within prescribed. To further see that all available rebates/exemptions have been availed. To monitor the status of assessment and follow up of appeals against assessment orders with Appellate Authority i.e., Commissioner (Appeals) and Income tax Tribunal.
ix	SYSTEM AUDIT
	To carryout continuously System Analysis / Audit and Value Engineering for further improvement.
II	PROJECT
i	RECEIVABLES / SUNDRY DEBTORS / BILLING
	(Objective: Collection are as per terms & no delay/dispute adequate measures are taken to speed up collection)
	> 3 years

	> 2 years
	> 1 years
	Below a year
	Unbilled
	Not Due
	Provisions against bad debts
	Bad Debts written off during year (debtors to be reviewed in detail with latest status)
	Corresponding creditors
	Client wise turnover debtors ratio
	LD (deducted by client / imposed on creditors)
	ECGC and other insurance covers to ensure timely realization of dues.
	All deductions by clients to be entered in books of accounts
	Close monitoring of outstanding dues on fortnightly basis & report to the concerned director
	Timely legal actions taken to realize the old dues in spite of best efforts
	Reasons for delay are ascertained and corrective action to realize the bills are adequate.
	Check MIS on receivable tally with books and correctly reported.
	All the bills realized as per the terms of agreement with clients
ii	BILLING ON CLIENT
	(Objective: No delay in raising proper bills on client)
	Timely invoicing as per payment terms & conditions of agreements & e-invoicing provisions
	Project wise bill register (client vs. sub-contractor with % margin)
	Reasons for any delay in billing (if any).
	Test check (in depth) of bills raised on client & check that systems & controls are adequate for raising & realization of bills.
	Value of work done and bills raised are correctly reported to mis
iii	UNBILLED WORKS
	(Objective: No delay in raising Unbilled works on client)
	Value of work done
	Value of work certified & billed
	Value of work certified & unbilled
	Value of uncertified work (WIP as on date)
iv	PAYABLES / CREDITORS / BILLS RAISED BY VENDORS & SUB-CONTRACTORS
	(Objective: Bills are Passed as per the terms of agreement)
	Details of non-moving creditors for 3 years
	Test check payments of other sub-contractor & suppliers
	Bills / vouchers of creditors pending for payment (matched with books of accounts)
	Back-to-back recoveries as per deducted by client
	Verification of latest RA bills of all sub-contractors including MB's, PO's / LOI's
	Amount of risk and cost (contractor wise)
	To check clause in agreement with Service Providers / suppliers / Vendors are complied with.
	To check propriety of expenses and basis of appointment of service provider / Supplier / Vendors.
	To ensure that optimum benefit is derived from expenditure and service provider / Supplier / Vendors is competent to provide services efficiently.
	Basis of Provisions booked

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

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

	Actual date of release of security deposit
	FDRs received against security deposit
	Amount of security deposit forfeited
xvi	VOUCHING & VERIFICATIONS
	(Objective: VOUCHING TO BE CARRIED OUT TO THE MAXIMUM EXTENT)
xvii	OTHER FINANCIAL OBSERVATIONS
	List of tenders issued / awards of works with committee reports including fall clause
	Gift, local assets & attendance register
	Log books of vehicles
	Delegation of financial powers if any exceptions/ deviation to be reported
	Follow-up action of last audit report & persisting issues to be discussed
	To check whether previous audit reports are adequately replied and acted upon.
	Proper books keeping system
	All the outstanding queries are reminded for compliance.
	Details of project wise out of cash
xviii	LEGAL ACTIONS/ CASES
	No. of defaulting contractors
	Amount outstanding against defaulting cont.
	No. of legal cases ought to be initiated
	Status of legal cases
xix	INVENTORY
	Objective: Control over Receipt, Issue, Storage is adequate)
	Check proper priced stock ledger are kept wherever applicable.
	There is adequate internal control for receipt and issue of material.
	There is system of physical verification of stock and reconciliation.
	Details of inventory & obsolete inventory
	To examine whether there is a need to have ABC control of inventory specially in departmental work.
	Any shortage or excess are properly dealt with.
xx	PLANT & MACHINERY GIVEN ON RENT
	(Objective: Adequate returns on hiring and proper control)
	Check proper records are kept for hiring out Plant& Machinery.
	Check hiring rates are charged as approved by Management.
	Check idleness percentage of those equipment's and reasons for idleness.
	Check MIS of hiring out of machines.
xxi	MAJOR EXPENDITURE AUDIT
	(Objective: To check major expenditure like Machinery Hiring, Rent, Vehicle Hiring etc. are in order).
	Check propriety of expenses and basis of appointment of Service Provider.
	Check clauses in agreement with Service Providers are complied with.
	Check that expenditure incurred is within the Delegation of Powers of Project Director.
	Check expenditure is within the cost estimates.

xxii	RISK BASED INTERNAL AUDIT
4	<u>INFORMATION SYSTEMS AUDITS</u>
	<u>(Objective: IT Resources are used productively and properly secured)</u>
	All transactions should be entered in ERP & if any deviations that should be pointed out
	Regular back-ups & proper maintenance of data
	All software installed are legal and properly authorized.
	For other application & operating software version are installed as per company policies.
	AMCs are maintained for software & hardware & latest versions of software are installed wherever necessary.
	System are adequately secured against viruses.
	Check system are physically secured against theft and environment hazards.
	Check management policies relating to e-mail (no personal email id's to be used), internet usage etc. are being followed by project.
	Check important data of the company on spread sheet or any software are retained in an organized manner for easy reference and use in future.
5	<u>SUPPLY CHAIN MANAGEMENT (SCM)</u>
	<u>(Objective: to see that procedure prescribed for pre-qualification of vendors for various types of materials are procured by the company through an advertisement has been followed.)</u>
	The standing committee for pre-qualifications of vendors is as per monetary limits placed for purchases of material as per purchase manual.
	To check the list so prepared is reviewed and kept updated by carrying additions and deletions at regular intervals.
	In case of open tenders and limited tenders to examine whether procedure as per purchase manual has been followed.
	To check that single tenders are resorted only to those items for which there is no alternative source is available or it is a spare of machinery installed for which as per management decisions, spare is to be used of original supplier only.
	To see that no repeat orders are placed beyond the period of six months in case purchases were earlier made on the basis of limited/open tender basis. these are placed only after getting the certificate from user department/material management division to the effect that rates have not gone down for these items on the basis of survey done by them. also repeat orders are restricted to the quantity earlier ordered in the purchase order.
	To see whether tenders for pre-tie-up of vendors are being issued in time.
	To see whether procedure prescribed in purchase manual is being followed.
	To see application of liquidated damages for delays.
	To examine that yearly rate contracts are entered with the supplier/service provider on the basis of open tender.
	To examine orders for material/services are within cost estimates of the project or provision is there in the budget estimates. in case of non-provision or inadequate provision whether approval of competent authority is obtained before placement of order.
	On pre-tender tie up or consortium arrangements, analysis of various options available is carried out by divisional head along with the officer of the rank not less than CGM for tie up with reputed company. While analyzing the factors like preference of client, preference of equipment, the market hold the manufacturer sources preference of the funding agency and maintenance service etc. are kept in view.

	To confirm that approval of Chairman and Managing Director is accorded for such tie-ups.
	Pre tender tie up as transparent manner in the best interest of the organization.
	Memorandum Of Understanding for such tie up is in consultation with representative of finance for vetting by legal department is formulated.
	To confirm that terms are legally sound and are in the interest of the company.
	Any relaxation or waiver off from the purchase procedure is duly approved by CMD with concurrence of D(F) on the recommendation of standing committee.
	To see that performance guarantee as prescribed for tender documents is received within reasonable time of intimation of acceptance of tender towards due and proper fulfillment of the contract.
	EMD's are received at the scale prescribed in purchase manual and any deviations from these scales are approved by CMD on exceptional basis.
	To check that EMD is refunded to successful bidder on receipt of performance guarantee and to unsuccessful tenderers on finalization of tenders/submission of tender.
	To see that suppliers supply the material within stipulated delivery period, LD clause is invariably given in the purchase order.
	To see that transit insurance is taken invariably from Indian Insurance companies on the basis of rates taken from all insurance companies and on the basis of lowest quoted rates. to further see that in purchase orders, clause is invariably incorporated to make it obligatory on the part of suppliers to make declaration on fax to insurance company directly under intimation to TCIL for dispatches being made, name of the vessel, number of packets and value at 110% for C&F value.
	to see that warranties are insisted on back-to-back basis.
	to see that all terms regarding inspection and payment terms against purchased material embodied in letter of credit are duly complied with.
	To check whether project get material in time in accordance of philosophy of JIT (just in time) and as per execution schedule of project.
	To check delays in procuring /placement of purchase orders.
	To check system of evaluation of bids.
	To check taxation aspect to suggest methods of saving in cost.
6	PAYROLL GROUP AUDIT
	Objective: For purposes of audit control, the employees are brought under the following categories:-
	Employees on consolidated pay.
	Employees deputed from State/Central Govt./Public Sector Undertakings on deputation
	Other than those coming under (i) &(ii).
	It is ensured that claims of pay and allowances, benefits of leave, provident fund are regulated according to conditions of contract of personnel policy.
	All rate changes reflecting promotions, reversion, grant of increments are checked to see that they are processed in accordance with the rules applicable to them approved by competent authorities.
	In case of advances it is seen that advance is paid with the sanction of the authority. The personal ledgers of the employees are examined from time to time to see that the PRG Group is regularly affecting recoveries and long overdue advances where regular recoveries are not affected are enquired and reported.
	It is ensured that the interest at the appropriate rate is charged and recovered from the employees.
	Statutory deductions such as Provident fund, Income Tax etc. are test checked to see that these are being affected in such manner and at such rates as are prescribed under the relevant laws/rules.

	Recoveries made from pay rolls for remittances to Government Departments, Statutory Bodies are reviewed from time to time to see that these are properly assessed and remitted regularly and within the due dates to the respective units and in the prescribed manner.
	It is checked that fixation of pay is as per pay rules.
	It is checked that no payment of House Rent Allowance is made where employee is provided with the Companies accommodation or share accommodation with Spouse/Parents/Children which is provided by Govt. organization.
	Ensuring that there is a proper system of checking and reconciliation of unpaid salaries and wages along with their recording in control accounts.
	The amount of pay, special pay, personal pay have been arrived as per entitlement in accordance with the rules framed by the management
	Pay rolls are checked independently by another person.
	To check that no payment is made for unauthorized absence and leave without pay and where absence is on account of authorized leave, leave pay/salary is computed correctly.
	The various allowances are drawn and paid correctly as per the rules and rates subject to the conditions laid down by the management from time to time. The eligibility shall be checked in particular in all cases wherever required with reference to duty.
	To check on test basis income tax is calculated on income of employees based on the declaration & TDS is deducted and deposited in time and TDS returns are filled in time. To see that Form 16 is given to the employees in time.
	Review the procedure for recruitment, determination of employee benefits including bonus, recovery of dues and settlement of employees' accounts including PF & Gratuity
	To ensure that Government Rules/Direction and company policy is followed in right spirit.
	To see that there is proper sanction of each post operated upon.
	To see that total strength do not exceed the required strength.
	To ensure the accuracy of closing balances appearing in personal advances of employees.
	To see whether recruitment is as per sanctioned posts for regular employees and also to see that sanctioned posts are in tune with present requirements taking into account the ever-changing Scenario / Environment.
	To check whether contract employees / casual are as per Budget / Project cost estimates.
	To check idling /surplus staff and its deployment.
7	HRD
	SERVICE RECORD
	(Objective: To see the following on periodic basis)
	Check if the staff is commensurate with size of project as per standard norms.
	Check system of leave booking.
	Authenticated service records of each employee are available.
	Entries in respect of increments/promotions etc. are duly and promptly made in the service card and attested by competent authority.
	No alteration is made in the date of birth without the sanction of the competent authority;
	The service cards are kept in the safe custody of some responsible person.
	Leave records are maintained in the proper form and entries in respect of leave taken is recorded promptly.
	To check whether surplus staff is re-trained, retained and re-oriented for effective utilization in productive areas to cover planning issues.
8	ADMINISTRATION
	(Objective: To see the following on periodic basis)

	Examine approvals for hiring office/residential accommodation;
	Examine applications/approvals for housing loans and compliance of various requirements by the employees.
	Examine contracts awarded for repairs and maintenance of office buildings, air-conditioners etc.
	Examine proposals for disposal of furniture and office equipment etc.
	Check that residential telephones provided as per norms fixed by the company.
	Check whether administration has obtained all necessary hypothecation deeds/comprehensive Policy in respect of vehicles for which company has given loans
9	PERSONNEL
	Examine maintenance of leave records and test check with reference to approved leave applications.
	Check maintenance of LTC entitlement records with reference to LTC availed as per approved applications/cancellations of LTC.
	Review all legal cases filed against Company by staff/officers or by company against staff/officers and comment on steps taken to avoid similar disputes.
	Examine whether Govt. directives on intimation of vacancies to employment Exchange etc. are complied with at the time of outside recruitment.
	Examine whether company's policy regarding advertising vacancies for recruitment is compiled with.
	Examine whether the Govt. directives with reference to Scheduled Caste/Tribe etc. have been complied with.
	Examine whether selection is done by a duly constituted committee and approved by competent authority as per company's policy.
	Examine whether the employee strength is within the sanctioned strength, grade wise.
	To ensure that employees are appointed as per government guidelines and according to company's policies in a transparent and unbiased manner.

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

Note:

1. Out of pocket expenses will be reimbursed only to the extent of travelling expenses for outstation audit as per TCIL policy. Other than travelling expenses for outstation audit no other out of pocket expenses shall be reimbursed. No travelling/conveyance expense shall be reimbursed for audit conducted at Delhi/NCR. Air travel expenses, if required, will be reimbursed only to the partner of the firm.
2. Assignment of work in FY 2024-25 is only subject to satisfactory performance of FY 2023-24;
3. If progress/performance of the audit team is not found satisfactory, TCIL management reserves the right to terminate the appointment of the Firm.
4. The audit firm, along with its subsidiaries / JVs, may be debarred from getting any assignments in TCIL in future, in the following cases:
 - a. If the firm secures the contract on the basis of misrepresentation of information or mis-statement of facts at the time of submission of bids.
 - b. If the audit firm is found to have sub-contracted the work.
 - c. If the audit firm does not take-up audit in terms of the appointment letter/PO.
 - d. If the audit firm does not submit the Audit Report, complete in all respects, in terms of the appointment/PO.

List of Units (as per ERP)

Sl.	Division	Particulars	Priority (ABC)
1	T-Fiber	T-Fibre	A
2	APFSL	APSFL	A
3	IT	IT-BSNL- CDR	A
4		IT Division	A
5		Cyber Security	A
6	Postal	Department of Post	A
7	S& TC	S & TC Division / BCN	A
8	Civil	UP Projects - Navodaya Vidyalaya	A
9	Civil	Chhattisgarh Tourism	A
10	Civil	Meghalaya (Tura)/AAI	A
11	Navy	Navy - South, West, East, north	A
12	WB	WIRELINE BUSINESS	B
13	WI	WIRELESS INFRASTRUCTURE	B
14	HQ	Pan Africa Project	B
15	HQ	ICT School - Uttarakhand (Co.100)	B
16	Telecom & IT - II	Smart Classroom Project-MH	B
17	Telecom & IT - II	Gujarat TPA (including add on Works)	B
18	Telecom & IT - II	KLI /KFON Project	B
19	Telecom & IT - II	Maharashtra TPA	B
20	Civil	NVS - J&K, Punjab, Haryana, Rajasthan, Manipur, Tripura, Assam, Meghalaya & Mizoram (Including Various Civil Works)	B
21	Civil	Rajasthan Civil Project	B
22	Civil	Construction work at monuments for Archeological Survey of India	B
23	RS	Railway Signalling/Northern Central railway-Allahabad	B
24	Civil	Jabalpur, Rewa & Chhindwada, Bhopal, Indore, Betul (Maintenance Work)	C
25	Civil	ESIC Delhi	C
26	Civil	Northern Eastern & HPJ	C
27	HQ	Miscellaneous HQ Project including foreign	C
28	BBNL	BBNL Broadband	C
29	Def	BSNL Defence work - U.P., Uttarkhand, Rajasthan	C
30	Civil	Rural Electrification Project	C
31	Civil	FSCL (Faridabad Smart City Project)-Civil New Anticipated	C
32	Civil	Bihar Health Society/Bihar/EMRS-Ranchi	C
33	Civil	TPICA for underground and overground specialized integrated EMP protected hardened structured	C
34	Civil	UP Projects - Spiritual circuit	C

List of Location/offices of TCIL	
Sl.	Location
1	TCIL Hyderabad, Telangana
2	TCIL Vijaywada, Andhra Pradesh
3	TCIL Lucknow, Uttar Pradesh
4	TCIL Raipur, Chhattisgarh
5	TCIL Guwahati, Assam
6	TCIL Jaipur, Rajasthan
7	TCIL Mumbai, Maharashtra
8	TCIL Bina, Madhya Pradesh
9	TCIL Lakhnadone, Madhya Pradesh
10	TCIL Ranchi, Jharkhand
11	TCIL Jammu, Jammu and Kashmir
12	TCIL Dehradun, Uttrakhand
13	TCIL HQ, Delhi

B. FORMAT OF INTERNAL AUDIT REPORT

Internal Audit Reports should be divided into different paras, namely-

PARA- 1 IMPORTANT OBSERVATIONS, OBJECTIONS AND RESERVATIONS

This para should contain the auditor's comments on

- (i) all such irregularities or occurrences which the auditors desire to bring it to the notice of management, along-with their financial implications, if any.
- (ii) bring out deviations (non - compliances) by units from (with) policies, systems and procedures prescribed by TCIL and
- (iii) non-compliance to all regulatory requirements applicable.

The observations should be arranged in self-contained paras with suitable titles.

PARA – 2 onwards DETAILED REPORT WITH SUGGESTIONS

These paras shall comprise auditor's detailed observations. However, non-compliance with the matters / areas identified in Para 1 of the report, should also be invariably detailed in these paras.

The following may also be kindly ensured:

- a) The report should be supplemented, in each phase, by a statement indicating:
 - i. Particulars of records checked along with their volume and value as compared to the total volume and value of the transactions. Auditors should mention period of audit covered and should also mention the entry date of the last document verified by them in the ERP system.
 - ii. A statement indicating the audit staff deployed, their designation and the period of deployment in each phase.
- b) The report should also contain references to areas where no adverse observations have been noted and specific suggestions for improvement, if any, shall be highlighted for each area.
- c) The results of audit should be discussed with Head of unit and Finance Heads of units in each phase and important observations should be brought to their notice so that timely corrective actions may be

taken. The report should be prepared after duly taking into account the additional information that may be provided / obtained at such discussions.

- d) The Unit-wise reports are to be submitted in single hard copy for each phase of audit to the Corporate Internal Audit Department of TCIL at HQ, Delhi. Soft Copy of Internal Audit Report have also to be submitted in MS Excel/Word through email.

C. AUDIT TEAM

The selected firms would have to deploy sufficient number of Chartered /Cost Accountants, semi- qualified persons and article assistants / Audit staff for reasonable duration of time for conducting and completion of each Audit report. The Head of Finance of the units will coordinate with the Audit Team for smooth functioning of the audit. It should be ensured that the audit team is headed at all times by a Chartered / Cost Accountant with a team member having prior experience of auditing on the SAP / ERP platform. The senior partner of the firm will be required to attend quarterly Audit Committee meetings (generally held at TCIL Corporate Office at New Delhi) to brief the significant matters covered under Audit reports issued.

D. DOCUMENTS

Documents prepared by the Internal Auditor will be the Property of the TCIL and TCIL will be free to make any modifications/alterations in the document. All plans, drawings, specifications, designs, reports and other documents prepared by the Internal Auditor in performing the Services shall become and remain the property of the TCIL, and the Internal Auditor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the TCIL, together with a detailed inventory thereof. The Internal Auditor shall not use them for any purposes without the prior written approval of the TCIL. The Internal Auditor will be required to sign a Non-Disclosure Agreement as per format (Section-).

E. LIMITATION OF LIABILITY

The total liability of bidder for all claims connected with the scope of work (including but not limited to negligence), whether in contract, tort, statute or otherwise, is limited to the professional fees paid for the services.

END OF SECTION-4

SECTION – 5**PRICE BID SCHEDULE**

To: CGM (SCM), TCIL

Dear Sir,

I/We _____ Chartered Accountants /Cost Accountants firm herewith enclose Financial Bid for selection of my/our firm as Internal Auditor for TCIL _____.

The quoted price of entire scope of work is given hereunder:

S/N	Consultancy Service description	Basic Price Quote	GST %	Price incl. GST	HSN/SAC Code
1.	Lump-sum Annual Internal Audit Fees for 1 year (FY 2023-24)				

We further declare that the above quoted total lump- sum charges are firm and shall not be subject to any variation for the entire period of the engagement for the specified scope except for statutory variation in taxes & duties.

Notes:

- a) The offer is valid for a period up to 120 days from the date of bid opening.
- b) Lowest Bid (L-1) will be on the basis of Grand Total.
- c) Bidder shall mandatorily mention the 8 digit / 6 digit applicable HSN / SAC code of all the quoted items.
- d) In case of change in rate due to change in Taxes/Duties the rate shall be applicable on prorata basis based on actual nos. of applicable days.

END OF SECTION-5

SECTION-6
INTEGRITY PACT

As per format given in TCIL Website – Link https://www.tcil.net.in/public/pdf/integrity_pact.pdf

END OF SECTION-6

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

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

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

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

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

Signature : _____

SIGNATURES OF (Name, Designation) _____

CERTIFIED

Signature : _____

WITNESS:-

Signature: _____

(Name , Designation): _____

END OF SECTION-7

SECTION-8**NO-CONVICTION CERTIFICATE****[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____

Date: _____

To

[Head of Department]

Telecommunications Consultants India Limited,

TCIL Bhawan, Greater Kailash-I,

New Delhi-110 048 (INDIA)

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

Dear Sir,

This is to notify you that our Firm /Company/ Organization <**provide Name of the Firm/ Company/ Organization**> intends to submit a proposal in response to [EOI No.] dated [EOI date] for [EOI Name].

In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under this [EOI No] dated [EOI date].
- b. We are neither banned/ debarred/ blacklisted/ put on holiday list nor action for banning / debarment / blacklisting / holiday listing has been initiated by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

END OF SECTION-8

SECTION-9**BID SUBMISSION FORM**

Offer No.:

Date:

To: [Head of Department], TCIL

Dear Sir,

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

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

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorised Person -

Name	:	_____
Designation	:	_____
Mobile No.	:	_____
Email ID	:	_____
8. Alternate Person

Name:	:	_____
Designation	:	_____
Mobile No.	:	_____
Email ID	:	_____
9. PAN Number : _____
10. GST Regn. No. with Address : _____

11. Beneficiary's complete Bank Details.

Bank Account No.	:	_____
IFSC / NEFT Code	:	_____
Name of the Bank	:	_____
Address of the Branch	:	_____
12. Particulars of EMD

Amount	:	Rs. _____
Mode of Payment (DD/BG)	:	_____
DD/BG No.	:	_____
Date	:	_____
Name of the Bank	:	_____
Address of the Bank	:	_____
Validity of BG	:	_____

13. Particulars of Tender Fee

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

14. Turnover of the Bidder in last 3 years:-

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

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

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

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

- i) _____
 ii) _____
 iii) _____

DECLARATION

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

Place:
Date:

Signature of Authorised Signatory with Seal
Name:
Designation:

END OF SECTION -9

SECTION -10**PERFORMANCE BANK GUARANTEE (PBG Format)****(TO BE ISSUED BY A DELHI BRANCH)**

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

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

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

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

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

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

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

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

Authorized Signature
Manager
Seal of Bank
Contact details

END OF SECTION-10

SECTION -11**BRIEF CV OF KEY PERSONNEL**

(as per requirement of Clause-)

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

(Signature of the personnel)

(Signature of the bid signing
authority)

END OF SECTION-11

SECTION -12**PROFESSIONAL EXPERIENCE OF THE BIDDER**

1. Name of the bidder firm:
2. In years :
3. Collaborations/JVs (if any) :
4. Areas of Professional experience :
5. Internal Audit assignment in India in last 5 years:
 - i) Details of Assignments undertaken in Telecom/IT Sector:

List of assignments with clients name, location duration in months against each assignment
 - ii) Details of Assignments undertaken in other than Telecom/IT Sector :

List of assignments with clients name & location of assignment, Duration in months
6. Experience Abroad in last 5 years:
 - i) Details of Assignments undertaken in Telecom/IT Sector:

List of assignments with clients name, location duration in months against each assignment
 - ii) Details of Assignments undertaken in other than Telecom/IT Sector :

List of assignments with clients name & location of assignment, Duration in months
7. Summary:
 - i) Total No. of assignments undertaken in India :
 - ii) Total No. of assignments undertaken Abroad :

(Signature of contact person on behalf of the organization)

END OF SECTION-12

SECTION -13**UNDERTKAING FOR NO CONFLICT OF INTEREST**

It is certified that no conflict of interest related to Scope of Work, specified in Section-4 of **Tender No. TCIL/15/2016/22-SCM/27E dated 24.01.2023**, the Internal Audit Firm is applying for exists as on date with any of the department or parties for this work and that during the assignment we will not undertake any work /job which may affect the interest of the TCIL.

(Authorized signatory)

Name:

Name of the bidder firm:

Date:

END OF SECTION-13

SECTION -13**FORMAT OF NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT (“Agreement”) is made on the day of _____, 2023.

BETWEEN:

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

and

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

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

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

WHEREAS:

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

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

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

Definitions

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

“Assignment” shall mean, the following:

Internal Audit in TCIL as per the scope of work.

“Control” shall mean, with respect to a Party, the ability to direct the management or policies of such Party, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise, provided that in all events, any Party who has, direct or indirect, ownership of or the power to direct the vote of more than fifty percent (50%) of the

voting share capital of a Party or the power to control the composition of the board of directors or other governing bodies of such Party, shall be deemed to constitute Control of that Party.

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

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

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

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

Confidentiality Obligations

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

keep all such Information confidential; and

use such Information only for the Proper Use; and

permit access to such Information only to such of its Representatives having a need to know such Information for the sole purpose of the Proper Use and not for any other purpose and shall ensure that each such person is made aware in advance of disclosure of the nature of the obligations of confidentiality contained in this Agreement; the Recipient shall procure that anyone to whom it discloses the Information complies with the terms of this Agreement as if they were a Party; and

return, within one (1) month following the expiry of this Agreement, all such Information to the Disclosing Party upon its written request or (at the Disclosing Party’s option) destroy all such Information and provide a notice to the Disclosing Party of such destruction or return (provided that the undertakings in this paragraph (d) shall not apply to Information which such Receiving Party or its Representatives must retain under any imperative applicable law, rule or regulation, including the rules of any professional body, and it is also agreed that nothing in this sub-paragraph (d) shall prevent retention of:

any information and all documents and all other materials containing or reflecting any Information that may be strictly required for the purposes of defending or maintaining any litigation (including any administrative proceeding) relating to this Agreement or the Potential Transaction; and

copies of the Information and all documents and all other materials containing or reflecting any Information, strictly required to be retained under any applicable law, internal policy, stock exchange or court or regulatory agency or authority; and

copies of any computer records and files containing or reflecting any Information which have been created pursuant to automatic archiving, back-up procedures and document retention, which are not, through the use of such Receiving Party's best endeavours, practicable to expunge; and

where the Information is notified by the Disclosing Party to be the subject of any national or governmental security regulations, take such measures as may be required by such regulations to protect the Information; and

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

Exceptions

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

in or has come into the public domain otherwise than as a result of a breach of those undertakings or of any other duty of confidentiality to any person; or

already in the possession of such Receiving Party on a non-confidential basis at the time that it is first supplied by the Disclosing Party, its Representatives or thereafter to have been received by such Receiving Party at any time in good faith from a third party who is not bound by any obligation of confidentiality in relation thereto; or

(in the case of technical information) to have been independently developed by employees of such Receiving Party without reference to the Information supplied by the Disclosing Party; or

independently developed by such Receiving Party or any of its Representatives whether on its own or jointly with (a) third party(ies);

Further permitted disclosure

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

the disclosure is authorised in writing by the Disclosing Party to the extent as so authorised;

the disclosure is made pursuant to applicable laws, a directive or order of a government entity or statutory authority or any judicial or governmental agency or a stock exchange, provided however that such Receiving Party shall promptly notify the Disclosing Party as specified in Clause 2(f) above, so as to enable the Disclosing Party to seek a protective order or other appropriate remedy; or

the disclosure is made to any arbitrator or expert appointed, either mutually or through a court directive, to resolve disputes under any final agreement entered into between the Parties under or in connection with the negotiations and discussions in respect of the Proper Use.

Ownership of Information

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

General

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

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

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

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

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

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

This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressed set forth herein. Any exchange of Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of

any further contract or amendment to any contract which may exist between the Parties. For the avoidance of doubt, nothing contained herein shall compel or oblige any Party to enter into the transaction(s) contemplated hereunder with the other Party. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose whatsoever and no Party shall have any authority to bind the other Party.

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

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

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

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

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

NOTICES

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

Counterparts

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

IN WITNESS WHEREOF

SIGNED for and on behalf of Telecommunications Consultants India Limited

by

(Signature)

Name

SIGNED for and on behalf of

by
(Signature)

Name

WITNESSES: 1
2.

END OF SECTION-14