

Expression of Interest (EoI)
for
EMPANELMENT OF TAX &
ACCOUNTING CONSULTANTS

EOI No: TCIL/15/2049/I/24-SCM/27E

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SECTION-1

EXPRESSION OF INTEREST (EOI)

EOIs are invited from all eligible bidders for 'Empanelment of Tax & Accounting Consultants'.

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

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

1.1 IMPORTANT DATES

Date of Posting of EOI:	[06.03.2025]
Last date & time for seeking clarification, if any:	[17.03.2025], [01:00pm]
Start date & time for Online submission of Bids:	[06.03.2025], [06:00 pm]
Last date & time for Online submission of Bids:	[27.03.2025], [12:00 pm]
Online Opening of Bid:	[27.03.2025], [01:00 pm]

Bids shall be submitted on GePNIC Portal (<https://www.etenders.gov.in>). Bidders are advised to visit GePNIC portal (<https://www.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

- a) As per GOI Order No. P-45021/2/2017- PP(BE-II) dated 16.09.2020 for Make in India, only Class-I & Class-II local suppliers are eligible to bid for this tender. Mandatory Undertaking as per prescribed format shall be submitted by the bidders.
- b) The Bidder / firm should have been registered with ICAI for the last 10 years as on 31.01.2025. Constitution Certificate issued by ICAI should be submitted by the bidders.
- c) The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship / Partnership Firm / Limited Liability Partnership / Government Societies. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted by the bidders.

- d) The bidder should have minimum 3 partners (Qualifying Partners) and at least 5 C.A. employees (Qualifying Employees) on its payroll as on 31.01.2025). All qualifying partners and qualifying employees must be associated with the Bidder for a period not less than one year as on 31.01.2025. Details of respective partner, CA employees along with copy of respective Partner's/ Employee's CA certificate to be provided by the bidder as per Annexures.
- e) For tax consultant category: The bidder should be tax consultants for at least two PSUs (Central/State) which have a turnover of more than Rs. 300 crores (turnover as on 31.03.2024). Above experience will be considered during past seven (07) years. At least one (01) year continuous engagement with the organization is required for considering tax consultant. Scope of engagement to include consultancy on tax matters and or representing the tax cases appeals at various appellant authorities. Client certificate/ appointment letter clearly indicating scope and the period covered should be submitted by the bidder.
- For accounting consultant category: The bidder should be tax consultants for at least two PSUs (Central/State) which have a turnover of more than Rs. 300 crores (turnover as on 31.03.2024). Above experience will be considered during past seven (07) years. At least one (01) year continuous engagement with the organization is required for considering accounting consultant. Scope of engagement to include consultancy on accounting matters. Client certificate/ appointment letter clearly indicating scope and the period covered should be submitted by the bidder.
- f) The bidder shall fulfill the following financial criteria:
- i. Average Annual Financial Turnover during the last 3 financial years, ending 31.03.2024 should be at least Rs. 27 Lakh [Rs. 22.50 Lakh Micro and Small Enterprises (MSEs) & Startups].
 - ii. Net worth should be positive as on 31.03.2024.
 - iii. The bidder should have Profit Before Tax (PBT) in two out of the last three financial years.
- g) The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid.
- h) The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.
- i) 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.
- j) The bidder shall submit an undertaking on their letterhead 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 (in case of Consortium all the Consortium Partners) 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 (in case of Consortium all the Consortium Partners) 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.]

- k) The bidder needs to submit an undertaking stating that: Vendors, whose Purchase Order(s) for any Project of TCIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
 - l) Proof of PF registration to be submitted by the bidder.
 - m) The bidder should have a local office in Delhi-NCR. The address proof of the same should be submitted in the bid.
 - n) The bidder shall submit an undertaking for 'no conflict of interest' as per the prescribed format.
 - o) The bidder shall submit an undertaking for signing Non-Disclosure Agreement (NDA) on case-to-case basis.
 - p) It is a mandatory requirement that the bidder shall provide formally certified skilled workforce or commitment to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the bidder. This is in compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022. The bidder shall provide undertaking to this effect.
 - q) Bid by Consortium is not allowed.
 - r) The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against this EOI 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.
- s) A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of this EOI, duly Signed and stamped on the Letter Head of their Organization. Alternatively, the bidder can submit No-Deviation Certificate along with above.

1.3 EOI PROCESSING FEES - NIL

1.4 BID SECURITY (EARNEST MONEY DEPOSIT)

The bidders shall sign a Bid Security Declaration (as per prescribed format) accepting that if they withdraw or modify their bids during the period of validity etc., they may be debarred for doing business with TCIL up to **2 years**.

Note:

- a) Bids received without Bid Security Declaration form shall be summarily rejected.
- b) To avail benefits prescribed in the tender for Start-up Enterprises, the bidder shall submit their registration certificate issued by DIPP/DPIIT. Non-submission of requisite proof shall be treated as non-Start-up Enterprise bid.
- c) To avail benefits prescribed in the tender for Micro & Small Enterprises, all Micro

and Small Enterprises shall submit Udyam Certificate for item/services (mentioned in this EOI) along with a certificate from their Statutory Auditors certifying the amount of investment in plant and machinery by Micro and Small Enterprise in accordance with provisions of MSMED Act 2006 to be read with notifications No SO 2119(E) dated 26.06.2020. Non-submission of requisite proof and certificate from statutory auditors shall be treated as non-MSE bid and evaluated accordingly.

- d) Traders/ resellers / distributors/authorized agents will not be considered for availing benefits under MSME Act 2006 and PPP Policy 2012 as per MSE guidelines issued by Mo MSME.
- e) MSEs who are manufacturer of Goods /Items and provider of Services, need to ensure that ALL delivered Goods/items and Services of the tender are listed in their Udyam certificate. Partial listing of Goods/Services in their certificate shall render MSEs ineligible for benefits.

1.5 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity, the bid security shall also be suitably extended by the bidder.

1.6 AUTHORIZATION LETTER

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

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

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

1.7 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 up to **two years**.

1.8 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.

- 1.9 The bidder must ensure that their bid is complete in all respects and conforms to EOI 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.

1.10 TCIL reserves the right to accept or reject any or all the bids without assigning any reason. TCIL's decision in this regard shall be binding and final

1.11 CONTACT INFORMATION

Tax Division: Sh. Sachin Aggarwal, DGM (Tax)
Telephone: 011-2620 2319
Email: sachinaggarwal@tcil.net.in

SCM Division: Ms. Mukta Singh, JGM (Tax)
Telephone: 011-2620 2474
Email: mukta@tcil.net.in

END OF SECTION-1

SECTION-2**GENERAL TERMS & 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 DISPUTE RESOLUTION

- i. The parties to this agreement/contract agree that they shall resolve all disputes or differences whatsoever arising between them under and/or in connection with and/or in respect of this Tender/EOI/Agreement/Purchase Order/MoU through a "Conciliation and Settlement Mechanism (CSM)" and the detailed guidelines/procedure for such CSM is annexed hereto as Section 14. That it is understood and agreed between the parties that the CSM as Section 14 with the present agreement forms and shall be treated as part and parcel of the present agreement.
- ii. In cases, wherein the contract value/price is less than or equal to Rs. 5 crore (Rupees Five Crore) and the parties fail to resolve such disputes through the conciliation proceedings as provided in sub- clause '1' above, then and only then, a party shall refer the dispute to arbitration under Arbitration & Conciliation Act 1996 as amended from time to time. The venue of the arbitration proceedings shall be Delhi.

- iii. For all the contracts other than those mentioned in sub-clause '2' above, the matter shall not be referred to arbitration at all and such disputes, on failure of conciliation proceedings in sub-clause '1' above, shall be resolved under the mechanism provided by the State in form of Courts of Law/Ordinary Civil Courts for resolution of such disputes under applicable Laws.
- iv. The courts at New Delhi shall have exclusive jurisdiction in respect to any dispute pertaining to this agreement.
- v. The parties shall continue to perform their respective obligations as per the Agreement during the pendency of proceedings under the above clauses.

For Public Sector Undertaking / Government Departments: "In the event of any dispute or difference relating to the interpretation and application of the provisions of 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."

2.3 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 debarring from participating in future bids for a period of upto **2 years**.

2.4 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.

- 2.5 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.

2.6 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 behavior 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.

END OF SECTION-2

SECTION-3

TERMS AND CONDITIONS FOR EMPANELMENT

3.1 VENDOR TO BEAR COST OF EOI

The bidder shall bear all costs associated with the preparation and submission of the EOI. TCIL in any case will not be responsible or liable for these costs regardless of the conduct of the empanelment process.

3.2 LANGUAGE

All documents relating to this empanelment process shall be in the ENGLISH language.

3.3 VALIDITY OF EMPANELEMENT

The empanelment shall remain valid for the period of three (03) years. The empanelment can be terminated on mutual consent basis at any time during the empanelment period. The empaneled agency shall be required to furnish quotation for TCIL's consultation requirement within the time given by TCIL on case-to-case basis.

3.4 BIDDING SYSTEM:

Single stage bidding comprising of eligibility documents only single-stage, single-envelope system. No Price bid required.

3.5 EVALUATION

The empanelment shall be carried out on the basis of technical parameters only.

A. Technical Bid

Only the technical bids would be evaluated and the bidders shall be finalized for empanelment on the basis of meeting eligibility criteria.

B. Financial Bid

There will not be any financial bid submission at the time of empanelment. The financial quotes shall be asked as per requirement of the services (on case-to-case basis) from all the empaneled consultants (vendors). The work shall be awarded to the vendor quoting L-1 rates for the services.

3.6 NOTIFICATION OF EMPANELMENT

TCIL shall notify the successful applicant in writing that its application has been accepted.

3.7 CANCELLATION OF LETTER OF EMPANELMENT

- a) Empanelment can also be cancelled in case any fraud is reported regarding the firm, in which case the Empanelment security shall be forfeited.
- b) Empanelment may also be terminated pre-maturely on mutual agreement with the empaneled firm.
- c) If the empaneled vendor is blacklisted by any PSU/State or central government department/ministries etc., during the currency of the empanelment period, the empanelment shall be terminated by TCIL. The vendor is expected to immediately inform TCIL regarding its blacklisting as per above for necessary action

3.8 **NDA**

The selected vendors may be required to sign Non-Disclosure Agreement (NDA) on case-to-case basis.

3.9 **PERFORMANCE SECURITY**

- a) A bidder selected for empanelment shall be required to submit a Performance Security of Rs. 1,00,000/- (One Lakh only) with validity of 3 years from the date of empanelment.
(For empanelment in both categories, only one performance security of Rs 1,00,000/- per bidder will be applicable.)
- b) Within 10 days of the issue of the Letter of Intent (LOI), the selected bidder shall furnish a Performance Security in the form of a Bank Guarantee for an amount as per above issued by a schedule Bank from its branch in Delhi in the prescribed format given in this EOI.
- c) Bank Guarantee to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Details of beneficiary for issue of BG under SFMS Platform are as below:

Name Of Beneficiary and itsDetails	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi: 110048
Name Beneficiary and its Details of Bank	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place New Delhi: 110001
	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFSC Code	ICIC0000007
	Account Number	000705005880
MICR	110229002	

- d) The performance security will be discharged by the purchaser after completion of contractor's obligations, including any warranty obligations, under the contract.
- e) If the contract is extended for further period, the BG will have to be extended by the agency for further period, in case of non-acceptance by bidder, Performance Bank Guarantee will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
- f) Failure of the successful bidder to submit the above-mentioned Performance Security or bidders' failure to complete its obligations under the contract shall constitute sufficient ground for the annulment of the Agreement / cancellation of the Agreement and take action as per bid security declaration form.
- g) Additionally, the purchaser reserves the right to debar such defaulting bidder from participating in future tenders/EOIs as per bid security declaration.

3.10 **TCIL reserves the right to empanel any number of partners against this EOI.**

END OF SECTION-3

SECTION – 4**SPECIAL CONDITIONS OF CONTRACT****4.1 Payment Terms:**

- a) No advance payment will made.
- b) 100% payment shall be released after completion of assignment (submission of final professional consultancy/opinion report to TCIL as per timelines prescribed on case-to-case basis).
- c) All payment shall be made after deduction of taxes (if applicable).
- d) Payment for GST shall be reimbursed upon submission of proof of deposit of GST into Govt. Account.

4.2 Period of Empanelment:

The empanelment shall remain valid for the period of three (03) years. The empanelment can be terminated on mutual consent basis at any time during the empanelment period. The empaneled agency shall be required to furnish quotation for TCIL's consultation requirement within the time given by TCIL on case-to-case basis.

4.3 The empaneled partner shall provide support to TCIL as follows:

- 1. The empaneled partner shall respond to TCIL queries/request for quotation within the stipulated timelines.
- 2. The empaneled partner shall keep TCIL updated on its product and service portfolio.(i.e. any product/service is added/terminated/modified).
- 3. The empaneled partners shall abide by agreed terms and conditions for the complete period of empanelment.
- 4. The empaneled partner may need to sign an NDA with TCIL as per TCIL's policy on case-to-case basis.

4.4 Purchase preference shall be as applicable on case-to-case basis.**END OF SECTION-4**

SECTION –5

SCOPE OF WORK

CATEGORY 1: TAX CONSULTANTS

A. For Direct Taxes

- i) The scope of advisory shall cover The Income Tax Act, 1961 and Income Tax Rules, 1962
- ii) To provide opinions on the industry issues relevant for recognition of income, allowability of expenses, etc.
- iii) To advise on the availability of various treaty benefits available in case of transactions with non-residents.
- iv) To provide opinions on tax treatment to be given to Government grants / subsidies / incentives.
- v) To provide opinions on the tax treatment for expenditure incurred and income earned during set up of business or on opening, closing or sale of branches.
- vi) To provide opinions/ comments/ clarifications on various tax issues raised from time to time.
- vii) To provide opinion on the applicability of the withholding of taxes on various expenses incurred including branches and units
- viii) To provide regular updates on the latest development on tax rates from time to time.
- ix) To guide and filing of various Forms with the income tax authorities manually or through online portals in the course of operations.
- x) Preparation and filing of Return of Income and Revised return of Income, Form 29B certificate, Form 3CD, Statement of Financial Transaction (SFT), Computation of Advance 9 Tax liability on quarterly basis, Form 60/61, Form 15CA and obtaining Form 15CB for foreign remittances to Non-residents, Form 15CC, Review of TDS position on all the payments including payments made to Non-Residents
- xi) Assistance in obtaining Transfer Pricing Study report, if any, and filing of Form 3CEB
- xii) To provide opinion on the issues raised in audit conducted by the various authorities not limited to Anti-evasion, Income Tax, etc.
- xiii) To draft replies to notices received and to prepare draft of the appeals to be file with the Income Tax Authorities
- xiv) Review of Tax orders passed by the Income tax authorities for this purpose and preparation of letters to the respective Tax authorities in response to the same
- xv) Review of Tax orders passed by the High Court for various assessment years
- xvi) Assist in the review of computation of income and taxable income determined by the Income Tax Authorities to verify whether it is prepared in accordance with the provisions of the Income Tax Act and take necessary action for rectification if any discrepancies are found.
- xvii) To prepare and assist in filing of the applicable tax returns as per the norms.
- xviii) Any other areas related to Direct Taxes

B. For Indirect Taxes

- i) Advisory services in relation to the Indirect tax laws.

- ii) To provide opinion in respect of accounting of various taxes (including but not limited to output and input services)
- iii) Providing opinions/ comments/ clarifications on various tax issues raised by the branches and other units (including planning, compliance and procedural aspects within the laid down rules) arising thereto from time to time
- iv) Review of various circulars to be issued to the units / branches in respect of tax and related matters.
- v) To advise various departments of Corporate Office/Branches/units in complying with various taxes and the related regulations upon specific requests by TCIL
- vi) to provide verbal and written advice on all routine/procedural GST compliance issues upon specific request from company
- vii) Advise as TCIL undertakes classification of output services (HSN/SAC and Rate of tax)
- viii) Provide updates covering the latest developments in Central GST Laws/ GST Laws of the relevant States in terms of amendments in law, notifications, departmental circulars and trade notices
- ix) Assistance in GST proceedings, anti-evasion proceedings/ Anti-profiteering, etc.
- x) To represent before the competent authorities in connection with the assessment proceedings and related matters.
- xi) To assist in collation of documents/details etc. and preparation of various annexure etc. as may be required.
- xii) To appear before various Centre and State GST authorities including but not limited to DGCEI, Anti-evasion, CERA etc. and respond to the queries raised by the authorities
- xiii) To draft replies to demand cum show cause notices received from tax authorities.
- xiv) Discussions with the management on proceedings initiated by Tax Authorities
- xv) Review the orders passed by the Assessing Officer/Appellate Authority /Appellate Tribunal /High Court/Supreme Court for this purpose and preparation of letters to the said authorities in response to the same.
- xvi) To provide updates in respect of GST law and analyze the impact of such updates / amendments in law and assist in submitting feedback/suggestions to appropriate Authority
- xvii) Guidance/advises for developing necessary tools for review, monitoring, reporting and compliance with reports required in GST regime
- xviii) To advise about accounting schema to comply with GST Rules.
- xix) Any other areas related to In-direct Taxes.

LIST OF SERVICES TO BE TAKEN THROUGH EMPANELLED TAX CONSULTANTS

Sr. No.	Description	Unit
A. Direct Taxes		
1.	Consultancy Fee	Per Opinion
2.	Vetting of Computation and Return Filling	Per Year
3.	Tax Assessment	Per Year
4.	Rectification Case	Per Case
5.	Notices from Department / CIT(A)	Per Case
6.	Appeal Effect	Per Case
7.	Lower TDS Certificate	Per Year
8.	Refunds	Per Year
9.	Appearance before the Tax / Appellate Authorities	Per Case
10.	Others	(to be specified)
B. Indirect Taxes		
1.	Consultancy Fee	Per Opinion
2.	Tax Assessment (All States)	Per Year
3.	Vetting of response to GST Notices / GST Department/GST Audit	Per Case
4.	Appearance before the Tax / Appellate Authorities	Per Case
5.	Others	(to be specified)

Note:

- 1) The above services are exhaustive and not conclusive (i.e., not limited to above mentioned list of services).
- 2) The services will be taken on the basis of L1 cost including all charges to be offered by empaneled consultants.

CATEGORY 2: ACCOUNTING CONSULTANT

Scope of Services of Accounting Consultant:

1. Disclosure, adjustment and reporting of OCI in financial accounts.
2. Advisory on existing and new developments in Ind AS.
3. Advisory on new developments in area of financial transaction.
4. Advisory on disclosures and notes to accounts as per industry best practices.
5. To provide expert advice on financial strategies, cost optimization, and risk management.
6. To train the finance team on accounting best practices and regulatory updates.
7. Advice on accounting matters from time to time as needed.

END OF SECTION-5

SECTION - 6**BID SECURITY DECLARATION FORMAT**

We, the undersigned, declare that:

We , M/s.....(herein referred as bidder) understand that, according to bid clause No., bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Earnest Money Deposit, bidder render the declaration that: -

Bidder will automatically be suspended from being eligible for bidding in any contract with TCIL (herein referred as Purchaser) for the period upto **2 years**, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions: -.

- a) 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.
- b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Security in accordance with the terms and conditions (including timelines for furnishing PBG) of this tender.
- c) 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) Bidder understands that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature) Authorized Signatory

Name : _____ Designation: _____ Office Seal: ____

_____ Place: _____

Date: _____

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, 2013 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 attorney 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
 attorney 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 attorney 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: _____

CGM(SCM)

Telecommunications Consultants India Limited, TCIL

Bhawan, Greater Kailash-I,

New Delhi-110 048 (INDIA)

Sub: Self Declaration of not been blacklisted for TCIL/15/2049/I/24-SCM/27E dated 06.03.2025 for Empanelment of Tax & Accounting Consultants.

Dear Sir,

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

In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under the subject EOI.
- 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: CGM(SCM), TCIL

Dear Sir,

In response to your EOI 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. Turnover of the Bidder in last 3 years:-

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

Average Turnover		

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

14. 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).

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

i) _____

ii) _____

iii) _____

DECLARATION

- 1) We have read and understood all the terms & conditions of the above-mentioned tender and hereby give unconditional compliance 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 Authorized Signatory with Seal
Name:
Designation:

END OF SECTION -9

SECTION – 10**FORMAT OF BANK GUARANTEE (BG)****(From a scheduled commercial bank having branch in Delhi)**

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 MoU dated ----- with M/s -----

----- (hereinafter referred to as “The vendor” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators and executors) TCIL has agreed to empanel M/s ----- (vendor name) for execution of its project on the terms and conditions exclusively mentioned therein.

Bank having its office at _____
has at the request of M/s _____ (vendor name),
agreed to give the guarantee as hereinafter contained: -

1. We, _____ (hereinafter called ‘the Bank’) do hereby undertake and assure to the TCIL that if in the opinion of the TCIL, the M/s (vendor name) has in any way failed to observe or perform the terms and conditions of the said MoU dated ----- or has committed any breach of its obligations there-under, the Bank hereby unconditionally and irrevocably undertake to pay merely, on demand and without any objection order to pay to the TCIL the said sum of Rs. /- (Rupees only) without requiring TCIL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from TCIL shall be conclusive as regards the liability of M/s -----
----- (vendor name) to pay to TCIL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that M/s -----
----- (vendor name) had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between M/s -----
----- (vendor name) and TCIL regarding the claim.
3. Paper BG will not be operational unless same is transmitted to advisory Bank through SFMS format. PBG to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform as per details below:

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

Details of Bank	Unique Identifier Code	TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)
	IFSC Code	ICIC0000007
	Account Number	000705005880
MICR	110229002	

4. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of 3 years excluding claim period from the date of empanelment. But if the period of the said MoU dated _____ is extended either pursuant to the provisions in the said MoU or by mutual agreement between M/s -----

(vendor name) and TCIL, the Bank shall renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said MoU failing which it shall pay to the TCIL the said sum of **Rs. /- (Rupees.....only)** on written demand by TCIL demanding the payment of the above sum.
5. The Bank further agrees that the TCIL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said MoU dated _____ or to extend the time for performance of the said MoU dated _____ from any of the powers exercisable by TCIL against M/s -----
(vendor name) and to forebear to enforce any of the terms and conditions relating to the said MoU dated _____ and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to M/s ----- (vendor name) or through any forbearance, act or omission on the part of TCIL or any indulgence by TCIL to M/s -----
--
----- (vendor name) or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 4, the Bank shall pay to TCIL on written demand by TCIL the payment of the said sum of Rs. /-
(Rupees
..... only) on the last day on which the Bank Guarantee is due to expire.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No.

_____ in your favor for account of _____ (The vendor) in cover of Bank guarantee in accordance with the terms and conditions of the MoU dated _____.

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 having failed to perform the MoU dated _____ and despite any contestation on the part of above named M/s
..... (vendor name) .

This Letter of Guarantee will expire on _____ (3 + 1 year) including 1 year 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

END OF SECTION -10

SECTION-11**Undertaking for Solvency**

[To be submitted on the Letterhead of the Bidder]

Offer No.: _____ To _____ Date: _____
CGM (SCM)
Telecommunications Consultants India Limited, TCIL
Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA)

Sub: Undertaking regarding non insolvent, in receivership, bankrupt for TCIL/15/2049/I/24-SCM/27E dated 06.03.2025

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 TCIL/15/2049/I/24-SCM/27E dated 06.03.2025 for [EOI Name].

In accordance with the above, we declare that:

We are not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.

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 -11

SECTION-12**Undertaking for Not have faced any action from TCIL****[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____ To _____ Date: _____
CGM (SCM)
Telecommunications Consultants India Limited, TCIL
Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA)

Sub: **Undertaking regarding Not have forced any action from TCIL** for TCIL/15/2049/I/24-SCM/27E dated 06.03.2025

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 TCIL/15/2049/I/24-SCM/27E dated 06.03.2025 for [EOI Name].

In accordance with the above, we declare that:

Bidder M/s..... not have faced any action from TCIL during last **2 years** from date of bid submission where any PO/work order for any project of TCIL was cancelled & work get done on risk & cost basis for non-performance or non-submission of PBG

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 -12

SECTION-13**Undertaking regarding documents/ certificates/ information submitted are genuine****[To be submitted on the Letterhead of the Bidder]**

Offer No.: _____ To _____ Date: _____

CGM (SCM)

Telecommunications Consultants India Limited, TCIL

Bhawan, Greater Kailash-I,

New Delhi-110 048 (INDIA)

Sub: Undertaking regarding documents/certificates/information submitted are genuine for TCIL/15/2049/I/24-SCM/27E dated 06.03.2025

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 TCIL/15/2049/I/24-SCM/27E dated 06.03.2025 for [EOI Name].

In accordance with the above, we declare that:

All the documents/certificates/information submitted by M/s against this EOI 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 M/s..... from participation in future EOIs/tenders of TCIL upto **two years**

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 -13

SECTION-14

Dispute Resolution Clause

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

1. Objective:

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

2. The Standing Operating Procedure (SoP)

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

- 1) If any commercial/contractual dispute arises between TCIL and Bidder/MoU partner/Vendor/Contractor, then any of the party shall send a reference about the dispute containing a written brief identifying the subject of the dispute to the CMD, TCIL along with a copy of such reference to other party for resolution of dispute through conciliation.
- 2) CMD, TCIL or his authorized representative shall, within seven days of receipt of such a reference, nominate an officer of TCIL to act as the conciliator and shall arrange to issue necessary intimation to both the parties.
- 3) Within three days of appointment of conciliator by CMD, TCIL both the parties shall intimate to the conciliator, the name of their respective officer(s) who shall be representing such a party in the conciliation proceedings. The maximum number of such officer(s) shall not be more than three and no legal practitioner/advocate shall be part of such a team.
- 4) Thereafter, both the teams of the parties shall meet on the dates as fixed by the conciliator, discuss the agenda and explore the possibilities of conciliation/settlement. First such meeting shall be held within Seven (7) days of the nomination of the conciliation team by both the parties. The venue for conducting conciliation proceedings will be TCIL Bhawan, Greater Kailash-I, New Delhi 110048.
- 5) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.

- 6) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- 7) The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
- 8) The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.
- 9) The teams thereafter can meet any number of times under the guidance and supervision of Conciliator and will try to find a solution that is acceptable to both the parties. The conciliation may be successful or partially successful. On the points of dispute or part of a dispute wherein parties have agreed for a common ground, the officers representing each party shall seek approval of their respective company/entity. After that a settlement deed shall be drafted and signed by the authorized representatives of the parties. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively and this shall not be challenged by any of the party in any court or under any law. The parties shall unequivocally affirm, declare and confirm in the settlement agreement that they have signed the agreement without any coercion, duress, inducement and were fully competent to sign the said agreement.
- 10) The conciliator shall endorse and authenticate the settlement agreement and furnish a copy thereof to each of the parties.
- 11) The conciliation process shall be concluded within 60 days of nomination of its representatives by the second party. However, the parties, with mutual consent can extend this period and then the conciliation proceedings shall be concluded in this extended period.
- 12) If no settlement is arrived between the parties in the time mentioned in clause 5) above, then the conciliation proceedings shall be deemed to have been failed.
- 13) The conciliator shall intimate the appointing authority the final outcome of the conciliation proceedings.

3. Resort to arbitral or judicial proceedings:

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

4. Admissibility of evidence in other proceedings.

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

5. Confidentiality.

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

6. Termination of conciliation proceedings.

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

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

END OF SECTION -14

SECTION-15

BRIEF CV OF KEY PERSONNEL

1. Name:
2. Date of Birth:
3. Educational Qualifications:
4. Total experience in Number of years:
5. Years with the bidder organization:
6. Experience (Last 10 years) (list of positions held, giving dates, duration, name of organizations, and brief responsibilities)
7. Assignments details (title of assignment, client's name, location & scope of work)

(Signature of the personnel)

(Signature of the bid signing authority)

END OF SECTION -15

SECTION -16**PROFESSIONAL EXPERIENCE OF THE BIDDER**

1. Name of the bidder firm:
2. Year of establishment:
3. Collaborations/JVs (if any):
4. Areas of Professional experience:
5. Past assignment in India in last 7 years:

i) Details of Assignments undertaken:

List of assignments with clients' name, location duration in months against each assignment

ii) Scope of Assignments undertaken:

(Signature of contact person on behalf of the organization)

END OF SECTION -16

SECTION-17**UNDERTAKING FOR NO CONFLICT OF INTEREST**

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

Sub: Undertaking for 'No Conflict of Interest' for [EOI No.]

Dear Sir,

This is to notify you that our Firm /Company/ Organization <provide Name of the Firm/ Company/ Organization> intends to submit a proposal in response to the subject tender for [tender name].

We hereby certify that no conflict of interest related to Scope of Work of the subject EOI exists as on date with any of the department or parties of [name of the bidding firm] for this work and that during the assignment we will not undertake any work /job which may affect the interest of the TCIL.

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-17

SECTION-18**FORMAT OF NON-DISCLOSURE AGREEMENT**

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

BETWEEN:

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

and

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

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

The Disclosing Party, and TCIL hereinafter referred to individually as a "Party" and, collectively, as the "Parties". WHEREAS:

For the purpose of undertaking the assignment 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:

- a) "Assignment" shall mean, <to be defined on case-to-case basis>
- b) "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.
- c) "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;
- d) "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.

- e) "Proper Use" shall mean the use of Information wholly necessarily and exclusively for the purpose of the Potential Transaction.
- f) "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 endeavors, 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 co-operate 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 authorized 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 -18