

**RailTel/Sectt. /18/ASA/A-33
RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
Plot 143, Sector 44, Institutional Area
Gurugram, Haryana - 122003**

EOI No RailTel/Sectt. /18/ASA/A-33

**Appointment of Practising Company Secretary/ Firm of Company Secretaries for carrying out
Secretarial Audit of RailTel Corporation of India Ltd.**

Due for opening on 07/08/2018 at 15:30 hrs

RailTel Corporation of India Ltd.
Plot No.-143, Sector 44,
Institutional Area, Opposite to Gold Souk Mall,
Gurugram, Haryana 122003

Open EOI Notice No. EOI No. RailTel/Sectt. /18/ASA/A-33 Appointment of practicing Company Secretaries for conducting Secretarial Audit.

RailTel Corporation of India Ltd. (RailTel) invites Expression of Interest in sealed covers, from reputed firms of Practicing Company Secretaries for appointment of Practicing Company Secretary/ Firm of Company Secretaries for carrying out Secretarial Audit of RailTel Corporation of India Ltd. The details are as under: -

Reputed Practicing Company Secretaries/Firm of Company Secretaries are invited to give their Expression of Interest (EOI) for their appointment as Secretarial Auditor of RailTel Corporation of India Ltd. The process of appointment will be initially for a period of 2 financial years (i.e FY 2018-19 to 2019-20), which can be extended through mutual consent for a further period of one year. Initial appointment letter shall be issued for one financial year. The appointment for next financial year(s) shall be subject to the approval of Audit Committee of RailTel.

EOI Notice and EOI Document are also available at RailTel's website: www.railtelindia.com. Bidder can submit offer on the EOI document downloaded from this website. Any Corrigendum/Modification will be issued only on company's website.

All pages of original tender document and corrigendum's, if any, duly signed by the tenderer should be submitted along with offer.

J S Marwah
Company Secretary & DGM (Law)
RailTel Corporation of India Limited

Section-1: Preamble

NAME OF WORK: Appointment of Secretarial Auditor.

1. BRIEF DESCRIPTION OF EOI:

1.1 The Successful bidder would be expected to conduct Secretarial Audit in accordance with Scope of Work mentioned in section 3 of this EOI. Such work would be for a definite period and will not amount to any kind of employment obligation on the part of RailTel.

1.2 The bidders securing minimum qualifying marks in the eligibility criteria defined in the section 4 for the indicative list of jobs defined in the section 3 of this EOI will be considered eligible for appointment. The minimum qualifying marks under the eligibility criteria would be atleast 50%.

- a) Out of the eligible bidders, one bidder quoting the least value will be assigned the job.
- b) The process for appointment will be initially for a period of 2 financial years (i.e. FY 2018-19 and 2019-20), which can be extended through mutual consent for a further period of one year. Initial appointment letter shall be issued for one financial year. The appointment for next financial year(s) shall be subject to the approval of Audit Committee of RailTel.

2. CLARIFICATION REQUESTS :

It is solicited that the written queries/ clarifications, if any, will be sent to the RailTel's office **on or before 31/07/2018 upto 15:00 Hrs.**

Prospective bidders are required to direct all communications related to this EOI, through the Nominated Point of Contact persons:

Contact : J S Marwah
Position : Company Secretary & DGM (Law)
Email : jsmarwah@railtelindia.com

In case of difficulties-

Contact : Nikita Sharma
Position : Asst. Company Secretary
Email : nikitasharma@railtelindia.com

Section 2: Background of RailTel

2.0 Background

RailTel Corporation of India Limited (RailTel) an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to significantly contribute to realization of goals and objective of national telecom policy 1999.

RailTel has built Telecom network using SDH/DWDM based transmission systems and high end MPLS–IP routers. RailTel has extensive expertise in building telecom networks. Moreover, RailTel draws its manpower from signal and telecom branch of Indian Railway which has been in the business of construction, operation and maintenance of telecom systems for more than 50 years.

2.1 Network Infrastructure

Indian Railways have seamless Right of Way along **63000 KM** of Railway Track passing through **7000** stations across the country. The stations in major cities are located in central business districts. With the formation of Corporation, about **45,000 KM** of OFC has been commissioned by RailTel thus connecting about 4500 city/towns on the network including several rural areas.

RailTel has followed a layered approach in designing its network for efficient utilization and management of its network. Accordingly, RailTel has created three layers viz. Access Layer, Edge Layer & Backbone layer. Access layer provides minimum of STM-1 bandwidth at stations normally spaced at every 8-10 Kms. The traffic from access layer is aggregated on to the edge layer having STM-16 connectivity which is available in important locations at approx. every 50 Kms. While the traffic from edge layer is finally aggregated on to the backbone layer with DWDM/STM-16 available in important cities/towns.

2.2 Backbone Network

The network is supported by multiple of 10G/2.5G based STM-64/16 system rings. In addition, RailTel has also provided over 10500 KM of network with DWDM systems with 100G/400G capacity which is targeted to be further expanded to additional 14000 KM within a year to cover all major cities of the country. RailTel also has a MPLS network with core on 10G capacity along with NGN system to support various IP enabled services.

The complete network is managed by centralized network management system (NMS) located at New Delhi with back up at Secunderabad / Kolkata.

2.3 Licenses & Services

Presently, RailTel holds ISP (Class –A), NLD and ILD licenses. Besides this RailTel has also obtained IP-1 registration. The following services are being offered to various customers:

2.4 CARRIER SERVICES

- **National Long Distance:** Carriage of Inter-circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- **Lease Line Services:** Available for granularities from E1, DS-3, STM-1 & above
- **Dark Fiber/Lambda:** Leasing to MSOs along secured Right of Way of Railway tracks
- **Co-location Services:** Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco

2.5 ENTERPRISE SERVICES

- **Managed Lease Line Services:** Available for granularities from E1, DS-3, STM-1 & above
- **MPLS VPN:** Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
- **Dedicated Internet Bandwidth:** Experience the “Always ON” internet connectivity at your fingertips

2.5.1 RETAIL SERVICES

- **Rail Wire:** Broadband Connections to home users.

2.6 Organizational Structure

Corporate Office of RailTel is based out of Gurugram. The organization is headed by the Chairman and Managing Director. He is assisted by dedicated Directors for Finance, Projects Operation & Management (POM) and Network Planning & Marketing (NPM). These directors in turn are assisted by respective General Managers each having their own dedicated team.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Regional General Managers and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai, Ernakulum & Bangalore in South, Bhopal, Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

2.7 Financial Performance

The total revenue receipts (audited) of RailTel in FY 2016-17 is Rs. 899.41 Crore with net profit of Rs. 126.66 Crore.

Particulars	Total
Turnover (Rs in crore)	899.41
Gross Block of Fixed Assets (Rs in crore)	1531.00
Share Capital issued to Ministry of Railways (Rs in crore)	320.94

Bidders are requested to also please go through Annual Report of FY 2016-17 along with the previous year's Annual Reports as available on www.railtelindia.com. (The same may be made available on request from this office)

- 2.71 The process for appointment will be initially for a period of 2 financial years (i.e. FY 2018-19 and 2019-20), which can be extended through mutual consent for a further period of one year. Initial appointment letter shall be issued for one financial year. The appointment for next financial year(s) shall be subject to the approval of Audit Committee of RailTel.
- 2.72 The Bidders securing the minimum qualifying marks under the eligibility criteria will be considered for appointment as Secretarial Auditor for the indicative list of jobs defined in the Scope of Work (Section-3 of this EoI Document) and the one bidder quoting the lowest bid will be appointed as Secretarial Auditor.
- 2.73 The EOI document can be downloaded from RailTel's website <http://www.railtelindia.com>. The bids are to be submitted as per procedure prescribed in this document.

Section 3: Scope of Work

- 3.1 An indicative list of professional work for which the successful bidder would be expected to perform for RailTel Corporation of India Ltd as and when required are as following:
- To conduct Secretarial Audit of the Company in accordance with the provisions of
 - (i) The Companies Act, 2013 and the rules made there under;
 - (ii) Secretarial Standards issued by "The Institute of Company Secretaries of India" and
 - (iii) Any other Act/Laws/Regulations as may be applicable.
 - (iv) Secretarial Audit shall be in adherence to the relevant order/clarification issued by the Ministry of Corporate Affairs, Govt. of India from time to time and the Secretarial standards issued by the Institute of Company Secretaries of India.
 - To conduct audit on the Guidelines on Corporate Governance for Central Public Sector Enterprises, 2010 and other applicable guidelines issued by Department of Public Enterprises, Ministry of Finance, Dept. of Expenditure etc. (to the

extent applicable to the Company) and submit their report in prescribed format.

- To verify the quarterly compliance certificates issued to Board by the concerned designated authorities/ executives in the Company in RailTel and report to Board about its correctness in relation to the matters relating to Companies Act, 2013 and DPE guidelines etc.
- 3.2 The aforesaid scope of work is illustrative/indicative and may be modified and finalized based on discussions with successful firm.
- 3.3 The Secretarial Auditor shall issue Secretarial Audit Report in prescribed Form MR-3 and Corporate Governance Compliance certificate in terms of DPE guidelines atleast 15 days before the date of approval of Financial Statement by the RailTel's Board. Further, the Secretarial Auditor shall issue a quarterly report to the Board stating the correctness of the compliance certificates submitted by concerned designated authorities in RailTel in relation to the matters relating to Companies Act, 2013 and DPE guidelines etc.
- 3.4 Bidder's employee deployed on a job will use their own infrastructure when working from RailTel premises. The user's responsibility will be restricted to provide work space and environment for the consultants' work related to the assigned job.

Section 4: Eligibility Criteria

The following shall be the basis of point for the selection and selection will be made on the basis of attainment of higher points (detailed format to be filled as per Annexure A).

SL. NO	Selection criteria	Basis for awarding of points	Maximum Points
1	Experience in practice (No. of years from the date of registration with Institute of Company secretaries of India)	1 Points for every year experience of firms after its COP Registration	10
2	Experience of conducting Secretarial Audit of PSUs	1 point for secretarial audit of each PSU	5
3	Experience of conducting Secretarial Audit of Telecom Companies (Any Telecom operator having UASL, NLD, ISP, IP License)	1 point for each telecom company	10
4	No. of Active partners in full time practice and/ or full time employees, who are qualified Company Secretaries.	2 point for each Partner/ Member	10

5	List of clients (i.e companies with paid up share capital more than Rs. 50 Crore or having turnover more than Rs. 250 Crore.	1 point for each such client	10
6.	Average of last three years consultancy fee/ Turnover, if exceeds more than Rs.10 lakh	1 point for each Rs. 10 lakh.	5
Total			50

The firm securing at least 50% marks based on above system shall be considered for appointment.

Section 5: Bidding Process

Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms, and requirement specifications in the EOI document with full understanding of its implications. Bids not complying with all the given clauses in this EOI document are liable to be rejected. Failure to furnish all information required in the EOI Document or submission of a bid not substantially responsive to the EOI document in all respects will be at the bidder's risk and may result in the rejection of the bid.

Section-6: Bid Composition

- a) The bid shall be submitted as follows, all the envelopes shall be addressed to:

**J S Marwah
CS & DGM (LAW)
RailTel Corporation of India Ltd.
(A Govt. of India Undertaking, Ministry of Railways)
Plot No. 143, Institutional Area, Sctor-44, Gurugram - 122003**

- b) Inner covers shall contain:

EMD: The envelop shall contain a draft of Rs 5000/- (Rs Five Thousand only) drawn from a Schedule Commercial Bank in favour of Railtel Corporation of India Ltd, New Delhi. The envelop shall be sealed and subscribed "EMD-RailTel EOI for Appointment of Secretarial Auditor."

Technical Bid: Documents as per the eligibility criteria shall be submitted in this

envelope as prescribed in **Annexure-A**. The envelope shall be sealed and superscripted "Technical Bid- RailTel EOI for appointment of Secretarial Auditor. The document should be spiral bound with serial no. and with no loose sheets.

Financial Bid: The Professional fees structure (per annum) for two years (i.e FY 2018-19 to 2019-20) shall be submitted in a separate sealed envelope as prescribed in **Annexure-B**. The envelope shall be sealed and superscripted "Financial Bid- RailTel EOI for appointment of Secretarial Auditor.

Each page should be numbered and conformance to the eligibility criteria/ Credential bid should be indicated using an index page. It should be signed by ink. Bids signed by image will be summary rejected.

The above two envelopes shall be placed in an outer cover superscripted "RAILTEL EOI for appointment of Secretarial auditor. The outer cover shall be submitted to RailTel well before the due date and time for consideration of the bid.

Section-7: Earnest Money Deposit & its forfeiture

- a. The Bidders shall furnish demand draft of Rs 5000/- (Rs Five Thousand only) drawn from a Schedule Commercial Bank in favour of Railtel Corporation of India Ltd, New Delhi. Bids without earnest money will be summarily rejected. No Bank Guarantee for EMD shall be acceptable.
- b. EMD of all the unsuccessful bidders shall be returned without interest after finalization of the bid. EMD of the successful bidder shall be converted into security deposit which shall be returned after the valid period of appointment/extended appointment.
- c. No interest shall be paid on the amount of earnest money held by RailTel at any stage.
- d. The earnest money deposit can be forfeited if a bidder:
 - Withdraw its bid during the period of bid validity.
 - In case of successful Bidder fails to sign the contract within stipulated time.

Section-8: Last date for bid submission

- a. Bids, complete in all respects, must be submitted to this office by the due date and time. In the event of the specified date for the submission of Bids being declared a holiday, the Bids can be submitted up to the appointed time on the next working day for which RailTel will make necessary provisions.
- b. RailTel may, at its own discretion, extend the date for bid submission. In such a case all rights and obligations of RailTel and the Bidders shall be applicable to the extended time frame.

- c. Any bid received by RailTel after the prescribed deadline for submission of bids will be summarily rejected and returned unopened, if so desired by the Bidder. RAILTEL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.
- d. The bids submitted by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- e. At any time prior to the last date for receipt of bids, RailTel, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will only be notified on RailTel's website www.railtelindia.com and should be taken into consideration by the prospective bidders while preparing their bids.
- f. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, RailTel may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid.
- g. The bidders will bear all costs associated with the preparation and submission of their bids. RailTel will, in no case, be responsible or liable for those costs, regardless of the outcome of the Bidding process.

Section-9: Opening of Bids

9.1 Opening of Bids

The bids will be opened in the presence of bidders' representatives (only one) who choose to attend the bid opening sessions on **07/08/2018 at 15:30 hrs**. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for RailTel, the Bids shall be opened at the same time and location on the next working day.

9.2 Opening -EMD

Prior to opening the EMD, Railtel shall announce the names of the bidders, who have given advance notice for modification to or withdrawal of their bids from the EOI Process well before the deadlines for submission of the bids. Bids envelopes of the bidders who wish to withdraw from the EOI process, shall be returned to their representatives, if present or sent by post unopened to their address. Subsequent to this, EMD envelope will be opened. Bids not accompanied with requisite EMD shall be returned/posted back to the bidders.

9.3 Opening of Technical Bid

The bidders shall first be required to qualify in the technical Bid and thereafter Financial Bid of all the eligible bidders will be opened. The technical bids will be evaluated by a duly nominated Tender Committee as per the EOI Document. Bids, not satisfying the minimum eligibility criteria will be rejected.

9.4 Opening of Financial Bid

The Financial Bids of all those Firms/bidders who had qualified the eligibility criteria as defined under the section 4, shall be opened and the work shall be awarded to the Firm who had quoted the lowest fee..

Section-10: Evaluation of bids

- 9.1 When deemed necessary, RailTel may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the EOI submitted or price quoted. This would also not mean that their bid has been accepted.
- 9.2 Any effort by a bidder to influence RailTel's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.
- 9.3 RailTel reserves the right to accept any bid, and to cancel/abort the EOI process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for RAILTEL's action and without assigning any reasons.
- 9.4 In the event of failure by the successful bidder (L-1), the Company is at liberty and also reserves the right to get the Secretarial Audit conducted from the next lowest bidder. (L-2) to ensure uninterrupted conduct of Secretarial Audit.

Section-11: Payment Terms

- 10.1. Payment will be released within one month from the date of submission of bill by the PCS/ Firm after issuance of Secretarial Audit Report to the RailTel Corporation of India Ltd.
- 10.2. No advance payment shall be made for conduct of Secretarial Audit/work specified under section 3 of EOI.
- 10.3. GST, as applicable, will be paid extra.
- 10.4. All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.

Section-12: Appointment of PCS and Award of Work

- 11.1. Out of the eligible bidders, award of work will be on L-1 basis as prescribed under Section 9.4 of this EOI Document which can be extended through mutual consent for a further period of one year. Initial appointment letter shall be issued for one financial year. The appointment for next financial year(s) shall be subject to the approval of Audit Committee of RailTel.
- 11.2. The conditions stipulated in the Appointment letter will be adhered to and violation of any of these conditions may entail termination of the work order without prejudice to the other rights of the RailTel.
- 11.3. As far as possible, RailTel shall provide all relevant information and shall give access to all data and records required for conducting Secretarial Audit. The acceptance of audit work by the Successful bidder shall be unconditional and any conditions including issuance of Management Representation letter shall be at the sole discretion of RailTel.
- 11.4. It is agreed that the Secretarial Auditor will not be given any assignment other than Secretarial Audit work during the Audit Period. Bidders are required to submit along with the bid, a certificate in this regard, as detailed under Section 20 of the EOI document.
- 11.5. No TA/DA or out of pocket expenses will be reimbursable for visiting any of the office of RailTel.

Section-13: Change of Name of the Firm

During audit period if the bidder's name got changed due to acquisition, amalgamation etc., and bidder must inform RailTel with all required documents within one month of its name change. RailTel will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

Section-14: Termination for Convenience

RailTel reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination will specify that termination is for RailTel convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

Section-15: Suspension

RailTel may by a written notice of suspension, suspend all payments to the successful bidder under the contract, if the successful bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

- a. will specify the nature of the failure and
- b. will request the successful bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

Section-16: Confidentiality

The successful Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RailTel or its clients without the prior written consent of RAILTEL.

Section-17: SECURITY

- a. The selected agency or its deployed personnel, by virtue of working on RailTel, can't claim any rights on the work performed by them. RailTel will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.
- b. The agency will ensure that no information about the software, hardware, including Electronic form or otherwise, from the client side by the manpower posted by them.

Section-18: Termination for Insolvency & Default

18.1 Termination for Insolvency

RailTel may at any time terminate the work order/contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

18.2 Termination for Default

- a. Default is said to have occurred
 - i. If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by RAILTEL.
 - ii. If the agency fails to perform any other obligation(s) under the contract / work order.
- b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from RAILTEL (or takes longer period in spite of what RAILTEL may authorize in writing), RAILTEL may terminate the contract / work order in whole or in part. In addition to above, RAILTEL may at its discretion also take the following actions.
- c. RAILTEL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate RAILTEL for any extra expenditure involved towards support service to complete the scope of work totally.

- 18.3** RailTel has full right on all the document related to assignment carried out for RailTel. The same may be asked by RailTel at any time from the appointed bidder and it will be the duty of bidder to return all such document to RailTel.

Section 19: Arbitration and Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to arbitration.

- (a) The Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereof. The arbitration proceedings shall be conducted in English language. The seat of arbitration shall be at Gurugram.
- (b) The arbitration shall be conducted by a sole arbitrator to be appointed by CMD/RailTel.
- (c) The award passed by the sole arbitrator shall be final, conclusive and binding on the Parties.
- (d) Each party shall bear the cost of preparing and presenting its case, the cost of arbitration including fees and expenses of the arbitrator shall be shared equally by the Parties unless the award provides otherwise.

Section 20: Certificate of conflict of interest

Bidders are required to submit along with the submission of their bid a certificate declaring that the PCS/firm including any of its partners will not engage in any activity of RailTel including consultancy during Audit period under consideration.

Section-21: No Claim Certificate

The empanelled bidder will not be entitled to make any claim, whatsoever, against RAILTEL under or by virtue of or arising out of this contract nor will RailTel entertain or consider any such claim for the jobs accepted post completion of the audit.

Section 22: Specific Terms and conditions

- (a) The Secretarial Audit team will work in strict compliance and will ensure that the Secretarial data and any other information in respect of minutes of the meetings are dealt with in strict compliance and maintain confidentiality.
- (b) Neither the Practicing Company Secretary firm nor its partners or associated should have any interest in the business of the Company.
- (c) Practicing Company Secretary / Firm of company Secretaries shall have prime responsibility to ensure that the overall ceiling limit of audit specified under the ICSI guidelines.

- (d) Overwriting/ corrections / erase and or use of white ink should be avoided in the offer. However if any overwriting/ correction/ erase is inevitable, the same should be authenticated by signature and seal of authorized person of applicant firm.

Section 23: GST

- (a) The fee is required to be quoted exclusive of GST.
- (b) Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- (c) In case of incorrect reporting of the supply made by the bidder in the relevant return, leading to disallowance of input credit to RailTel, the bidder shall be liable to pay applicable interest under the GST Act to the credit of Railtel. The same provisions shall be applicable in case of debit/credit notes.
- (d) Wherever the law makes it statutory for the RailTel to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- (e) If the Bidder fails to comply with any of the above, the bidder shall pay to Railtel any expense, interest, penalty as applicable under the GST Act.

Section 24: General Terms and Conditions

- a. The practicing Company Secretary / Firm of Company Secretaries shall not sub-contract the Secretarial Audit work.
- b. Documentary evidences in respect of all the information above by the applicant firms must be furnished along with the proposal.
- c. In the event of the bidder's firm or the concerned division of the firm is taken over / bought over by another firm, all the obligations under the agreement with RailTel, should be passed on for compliance by the new firm / new division in the negotiation for their transfer.
- d. All bidders automatically agree with RailTel for honoring all aspects of fair trade practices in executing the work orders placed by RailTel.
- e. The bidder will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed person at RailTel/User's premises.

- f. The firms are required to submit their GSTIN, if applicable, in their offer
- g. Intellectual Property Rights: The selected Bidder will indemnify RailTel for any infringement of third party rights during the course of assigned work.

Technical Bid Form

Annexure – A

To,

Sh. J S Marwah
Company Secretary & DGM (Law)
RailTel Corporation of India Ltd.
143, Sector 44, Gurugram (Haryana)

S.No	Item	Particulars	Supporting Evidence
1	Experience in practice (No. of years from the date of registration with The Institute of Company Secretaries of India)		Declaration along with copy of COP
2	Experience of conducting Secretarial Audit of PSUs		Self Certified list with names of PSU
3	Experience of conducting Secretarial Audit of Telecom Companies (Any Telecom operator having UASL, NLD, ISP, IP License)		Self Certified list with names of Telecom Companies
4	No. of Active partners in full time practice and/ or full time employees, who are qualified Company Secretaries.		Self certified list along with copy of ICSI membership certificates
5	List of clients (i.e companies with paid up share capital more than Rs. 50 Crore or having turnover more than Rs. 250 Crore.		Self Certified List(relevant documents may be required at later stage for verification)
6	Average of last three years consultancy fee/ Turnover, if exceeds more than Rs. 10 lakh		ITR/financials/CA certificate

Note:

1. Documentary evidences of all the information as stated above are to be furnished along with the offer.
2. All pages of offers and documents are to be signed by the partner/owner of the firm along with the seal of the firm.

Date:
Place:

Authorized Signatory:
Name:
SEAL

Financial Bid Form

Annexure – B

To,

Sh. J S Marwah
Company Secretary & DGM (Law)
RailTel Corporation of India Ltd.
Plot no. 143, Sector 44, Gurugram (Haryana)

The professional fee(per annum) is to be quoted for two Financial Years (i.e FY 2018-19 to 2019-20.) in the following format in separate sealed envelop.

Particulars	Rupees in words	Rupees in figure
Professional fee (per annum)		

1. The fee is required to be quoted exclusive of GST.
2. In case of discrepancy between the prices quoted in words and figures, lowest of the two will be considered.

Date:
Place:

Authorized Signatory:
Name:

SEAL

Name of the Bidder:

CRITERIA FOR TECHNICAL EVALUATION

S No	Eligibility/Evaluation Criteria	Max Marks	Marks Obtained
1	Experience in practice (No. of years from the date of registration with Institute of Company Secretaries of India)	10	
2	Experience of conducting Secretarial Audit of PSUs	5	
3	Experience of conducting Secretarial Audit of Telecom Companies (Any Telecom operator having UASL, NLD, ISP, IP License)	10	
4	No. of Active partners in full time practice and/ or full time employees, who are qualified Company Secretaries.	10	
5	List of clients (i.e companies with paid up share capital more than Rs. 50 Crore or having turnover more than Rs. 250 Crore.	10	
6	Average of last three years consultancy fee/ Turnover, if exceeds more than Rs. 10 lakh	5	
	Total	50	

Date:

Place:

Authorized Signatory:

Name:

SEAL

OFFER LETTER

To

RailTel Corporation of India Limited,
(A Govt. of India Undertaking, Ministry of Railways)
Plot No. 143, Institutional Area,
Opp Gold Souk Mall,
Sector-44, Gurugram - 122003
Phone: +91-124-4236083 to 89
Fax: +91-124-4236084

Subject:- Offer for Appointment as Secretarial auditor of RailTel Corporation of India Ltd.

I/We _____ have read the various conditions detailed in EOI document No _____ floated by RailTel and hereby agree to ABIDE BY ALL THE CONDITIONS CONTAINED THEREIN.

2. I/We offer to provide services of Secretarial Audit at the rate quoted/will be quoted by me/us in the Financial Bid during the period of engagement and hereby bind myself/ourselves to complete the work within the prescribed period as may be mentioned in Work Order. I/We also hereby agree to abide by the various conditions of appointment letter and to carry out the services as per the Standards prescribed by the ICSI.

Signature of Bidders

Date:

Bidder address.

SIGNATURE OF WITNESS:

- 1.
- 2.