

RAILTEL CORPORATION OF INDIA LTD

(A Govt. of India Undertaking)
CIN : L64202DL2000GOI107905

**Regd. & Corporate Office: Plate – A, 6th Floor, Office Block Tower – 2, East Kidwai Nagar,
New Delhi – 110023**
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RailTel/EOI/CO/Seckt. /2021-22/ESA/01 dated 30.12.2021

EMPANELMENT

OF

**PRACTISING COMPANY SECRETARIES(PCS)/FIRMS OF PRACTISING COMPANY
SECRETARIES**

TO

**CARRY OUT SECRETARIAL AUDIT FOR SIX FINANCIAL YEARS FROM FINANCIAL
YEAR 2021-22 ONWARDS**

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NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF PRACTISING COMPANY SECRETARIES(PCS)/FIRMS OF PRACTISING COMPANY SECRETARIES TO CARRY OUT SECRETARIAL AUDIT FOR SIX FINANCIAL YEARS FROM FINANCIAL YEAR 2021-22 ONWARDS

RailTel Corporation of India Ltd. (RailTel) is inviting Expression of Interest (EOI) for empanelment of Practising Company Secretaries/ Firm of Practising Company Secretaries to carry out Secretarial Audit for Six financial Years from financial year 2021-22 onwards.

The scope of work along with detailed terms & conditions are available in the EOI document which can be downloaded from the website of the Company i.e. www.railtelindia.com, or from the e-procurement portal of RailTel i.e. <https://railtel.enivida.com>. The empanelment of the PCS/Firms shall be based on selection criteria given in the EOI document.

All future Information viz. corrigendum /addendum/ amendments etc if any for this EOI shall be posted on the website of the Company i.e. www.railtelindia.com and e-procurement portal of RailTel i.e. <https://railtel.enivida.com>

Interested PCS/Firm fulfilling the eligibility criteria may send their application on or before 21.01.2022 at 15.00 hrs in prescribed format in sealed envelope super scribing “**Expression of interest for empanelment of Practising Company Secretaries (PCS)/Firm of Company Secretaries to carry out Secretarial Audit**” so as to reach the office of Company Secretary, Sh. J.S. Marwah, Company Secretary, RailTel Corporation of India Ltd, Plate – A, 6th Floor, Office Block Tower – 2, East Kidwai Nagar, New Delhi – 110023.

Section 1: About the Company

1.1. About RailTel

RailTel Corporation of India Ltd (RailTel) is a "Mini Ratna (Category-I)" Central Public Sector Enterprise under administrative control of Ministry of Railways (Govt. of India). The equity shares of RailTel are listed on National Stock Exchange and Bombay Stock Exchange.

RailTel is an ICT provider and one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. The OFC network covers important towns & cities of the country and several rural areas.

RailTel was incorporated on September 26, 2000 with the aim of modernizing the existing telecom system for train control, operation, and safety and to generate additional revenues by creating nationwide broadband and multimedia network, laying optical fiber cable using the right of way along railway tracks. Presently, the optic fiber network of RailTel covers over 60000+ route kilometers and covers 6053+ railway stations across India. Our citywide access across the country is 18000+ kms.

RailTel operations are certified with various certifications including ISO 9001:2015, ISO/IEC 20000-1:2018, ISO/IEC 27001:2013 and CMMI Level-4 for its quality management systems, information security management systems, and service management systems, respectively

RailTel has a strategic relationship with the Indian Railways and it undertakes a wide variety of projects including provision of mission critical connectivity services like IP based video surveillance system at stations, 'e-Office' services and implementing short haul connectivity between stations and long haul connectivity to support various organizations within the Indian Railways. RailTel also provide various passenger services and Wi-Fi across major railway stations in India.

1.2. Organizational Structure

The organization is headed by the Chairman and Managing Director. He is assisted by three Whole-Time Directors namely Director/Finance, Director/Projects Operation & Management (POM) and Director/ Network Planning & Marketing (NPM). These directors in turn are assisted by respective Executive Director/Group General Manager/General Managers each having their own dedicated team.

For ensuring efficient administration across India, country has been divided into one Corporate Office & four regions namely, Eastern, Northern, Southern & Western each headed by Regional General Managers and Headquartered at Kolkata, New Delhi, Hyderabad & Mumbai, respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Kolkata, New Jalpaiguri, Guwahati, Patna, Bhubaneswar, Raipur and Ranchi in East, Delhi, Delhi (NCR), Chandigarh, Lucknow, Jaipur and Allahabad in North, Secunderabad, Chennai, Ernakulum & Bangalore in South, Mumbai, Ahmedabad in West.

1.3. **Financial Performance**

The total income (including other income) of RailTel in FY 2020-21 is Rs. 1366 Crore with net profit after tax Rs. 140 Crore.

Particulars	Amount (In Rs. Crore)
Total Income	1366
Net Worth	1403
Paid up share capital	321

Bidders may go through Annual Report of FY 2020-21 along with the previous year's Annual Reports as available on the website of the Company at www.railtelindia.com

Section 2: Scope of Work

2.1. To carry out Secretarial Audit of the Company in accordance with the provisions of Section 204 of the Companies Act, 2013 and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 as amended from time to time and Securities and Exchange Board of India (Listing Obligations and Disclosures Requirements) Regulations, 2015 (SEBI LODR). Secretarial Audit shall be in adherence to the relevant orders/clarifications issued by the Ministry of Corporate Affairs, Govt. of India, the guidance notes on Secretarial Audit issued by the Institute of Company Secretaries of India, from time to time and the Secretarial standards issued by the Institute of Company Secretaries of India. The broad scope of Secretarial Audit includes verification of the compliances under the following enactment, rules, regulations and guidelines to the extent applicable on the Company: -

- (i) The Companies Act, 2013 and the rules made there under;
- (ii) Secretarial Standards issued by “The Institute of Company Secretaries of India”;
- (iii) DPE Guidelines on Corporate Governance issued by Department of Public Enterprises, Government of India;
- (iv) The Depositories Act, 1996 and Regulations and Bye-laws framed thereunder;
- (v) The Securities Contract (Regulation) Act, 1956 and rules made thereunder;
- (vi) Foreign Exchange Management Act, 1999 and rules and regulations made thereunder;
- (vii) Compliance to the following regulations and guidelines prescribed under the Securities and Exchange Board of India Act, 1992 (“SEBI”) Act:-
 - i. The Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;
 - ii. The Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
 - iii. The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015;
 - iv. The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009;
 - v. The Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999;

- vi. The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008;
 - vii. The Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009; and
 - viii. The Securities and Exchange Board of India (Buyback of Securities) Regulations, 1998;
- (viii) Any other Act/Laws/Regulations as may be applicable specifically to the Company;
- (ix) Compliance with any other instructions issued in respect of Secretarial Audit under Companies Act, 2013/SEBI Regulations/DPE Guidelines on Corporate Governance. Any other specific activity as may be advised by the Audit Committee/ Board/ Regulator(s)/ Govt./Management of RailTel etc., from time to time.
- 2.2. The aforesaid scope of work is illustrative/indicative and not exhaustive and the PCS/Firm is deemed and obliged to provide all necessary services within the quoted professional fee for successful completion of the audit. RailTel reserves the right to add/change the scope of the work, if RailTel finds it necessary, during the engagement period.
- 2.3. The Secretarial Auditor shall issue Secretarial Audit Report in prescribed Form MR-3 atleast 15 days before the date of approval of Financial Statement by the RailTel's Board.
- 2.4. Bidder's employee deployed for carrying out assigned work will use its own infrastructure when working from RailTel premises. RailTel's responsibility will be restricted to provide work space and environment to the bidders related to the assigned work.
- 2.5. The Secretarial Auditor would require to be present before the Board/Audit Committee to address their queries/concern, as and when desired by the RailTel's Management.

Section 3: Eligibility Criteria

3.1. The PCS/Firm of Practising Company Secretaries (herein after referred as 'Firm') must be registered with 'The Institute of Company Secretaries of India (ICSI)'. The registration of the PCS/Firm should be valid and in force.

(Self-attested copy of the PCS/Firm Registration should be attached.)

3.2. The PCS/Firm should have experience of conducting Secretarial Audit of atleast three Public Sector Undertaking.

(Self-attested copy of proof be attached)

3.3. The PCS/Firm should have experience of conducting Secretarial Audit of Listed Company. (Audit conducted prior to listing of such company will not be considered)

(Self-attested copy of proof be attached.)

3.4. The Firm should have minimum two active partners in full time practice or the PCS should have minimum two full time employees, who are qualified company secretaries.

(Self attested documentary evidence.)

3.5. The PCS/Firm must not have been blacklisted/banned/delisted/debarred from business by any Government Department/CPSU/SPSU/Banks/Autonomous Bodies/Statutory Bodies in India during last three years (at the time of submission of EOI).

(Self declaration should be submitted in Annexure - E)

3.6. The PCS/Firm should not have been penalized by the ICSI/MCA/ROC or any other regulatory Authority in any Disciplinary Proceedings during the last 5 years. Further, no such proceeding should be pending against it (at the time of submission of EOI)

(Self declaration should be submitted in Annexure - E)

3.7. The PCS/Firm should have an annual turnover of Rs. 10 Lakh or more from practice, during any one financial year out of preceding last 5 financial years.

(Self attested copy of the Audited Financial Statements/ITRs/CA certificate etc, should be attached in support of annual turnover)

3.8. The firm should have Permanent Account Number (PAN) and Goods & Service Tax (GST) Registration, if applicable.

(Self attested copies of PAN & GST Registration Certificate should be attached)

3.9. Proprietor/any partner of the secretarial audit firm should not be related to any Director/KMP of the Company within the meaning of the Companies Act, 2013.

(Self declaration should be submitted in Annexure - E)

3.10. Neither the PCS/Firm or its partner(s) or associate(s) should have any interest in the business of the Company.

(Self declaration should be submitted in Annexure - E)

NOTE:-

- a. The bidder must fulfill all the above eligibility criteria. Bids of those bidders who are not fulfilling the eligibility criteria shall be summarily rejected.
- b. RailTel reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of the above mentioned terms & conditions of eligibility criteria.

Section 4: Selection Criteria

4.1. The selection shall be as per qualitative criteria, which is based on the overall suitability of the PCS/firm and experience in the Secretarial Audit of Central Public Sector Enterprises/Listed Companies. The following shall be the basis of point for the selection and selection will be made on the basis of attainment of requisite 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	15
2	Experience of conducting Secretarial Audit of PSUs	1 point for secretarial audit of each PSU	10
3.	Experience of conducting Secretarial Audit of Listed Companies (<i>Audit conducted prior to listing of such company will not be considered for awarding point</i>)	1 point for secretarial audit of each Listed Companies	10
4	Experience of conducting Secretarial Audit of Telecom Companies (Any Telecom operator having UL, NLD, ISP, ILD License) (<i>Audit Conducted prior to the date of obtaining telecom license by such company will not be considered for awarding point</i>)	1 point for each telecom company	5
5	No. of Active partners in full time practice and/ or full time employees, who are qualified Company Secretaries.	1 point for each Partner/ Member	5
6.	List of clients (i.e. Companies with paid up share capital of Rs. 100 Cr or more or having turnover Rs. 500 cr or more	1 point for each client	5
Total			50

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

4.3. Requisite documentary evidence(s) in support of criteria mentioned at 4.1. (1 to 5) is required to be submitted. Proposals without the required documentary evidence(s) shall not be considered for evaluation.

4.4. From the EOI received by the Company, panel of PCS/Firm who secure at least 25 marks as per qualifying criteria given above shall be prepared and maintained. The order of empanelment in the empanelment list would be from highest to lowest marks. In other words, PCS/Firm securing highest marks shall be kept at no. 1 in the list. In case of a tie, PCS/Firm with longer experience in practice, shall be given preference.

Section 5: Validity of empanelment

Empanelment of PCS/Firm for conducting Secretarial audit as specified in indicative scope of work shall remain valid initially for a period of 6 (Six) financial years i.e. 2021-22 to 2026-27. However, the Company reserves the right to reduce the period of their empanelment without assigning any reason whatsoever. The Company at its sole discretion may extend the validity of the empanelment with the approval of Competent Authority of the Company, for a further period of one financial year.

Section 6 : Bidding Process

6.1. 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.

6.2. The bid shall be submitted as follows, the envelopes shall be addressed to:

Sh. J S Marwah
Company Secretary
RailTel Corporation of India Ltd.
(A Govt. of India Undertaking under Ministry of Railways)
Plate – A, 6th Floor, Office Block Tower – 2, East Kidwai Nagar,
New Delhi – 110023.

6.3. Technical Bid Form :-

Documents as per the eligibility criteria shall be submitted in envelope as prescribed in **Annexure-A**. The envelope shall be sealed and superscripted **“Expression of interest for empanelment of Practising Company Secretaries (PCS)/Firm of Company Secretaries to carry out Secretarial Audit”**. The document should be spiral bound with serial no. and with no loose sheets. 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.

Section-7: Last date for bid submission

- 7.1. Bids, complete in all respects, must be submitted to this office by 21.01.2022 at 15.00 hrs.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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 website of the Company i.e. www.railtelindia.com and on e-procurement portal of RailTel i.e <https://railtel.enivida.com>.
- 7.6. 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.
- 7.7. 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- 8: Earnest Money Deposit & Cost of EOI Document

In terms of the OM issued by Ministry of Finance, Govt. of India dated 12th November, 2020, Bidders are not required to submit the Earnest Money Deposit (EMD) and in place of EMD submission, bidders are required to submit the “Bid Security Declaration” as per **Annexure- D** along with the bid document.

Bids not accompanied by “Bid Security Declaration” shall be treated as non-responsive.

Section-9: 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 **21.01.2022 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. *The representatives who desired to attend the bid opening session would require to present an authorized letter to that effect to the Company.*

Section-10: Evaluation of bids

- 10.1 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. This would also not mean that their bid has been accepted.
- 10.2 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.
- 10.3 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 without any obligation to inform the affected bidders of the grounds for RAILTEL's action and without assigning any reasons.

Section-11: Payment Terms

- 11.1. Payment will be released on submission of bill by the PCS/ Firm after issuance of Secretarial Audit Report to the RailTel Corporation of India Ltd.
- 11.2. No advance payment shall be made for conduct of Secretarial Audit/work specified in EOI.
- 11.3. GST, as applicable, will be paid extra.
- 11.4. 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

- 12.1. After the empanelment of PCS/Firm, quotations for professional fee (financial bid) will be invited from empaneled firms every two years and work will be awarded to the L1 bidder irrespective of their ranking in the empanelment. However, in case of tie for L1 professional fee. Award will be given to PCS/Firm who is higher in the ranking of empanelment.
- 12.2. The award of assignment will be communicated only after the approval of the Board of Directors of RailTel.
- 12.3. 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.
- 12.4. The bidder who is already engaged in any other assignment relating to secretarial division of RailTel, may apply for empanelment. However, he will not be called for submission of financial bids for secretarial audit during the period in which he is engaged in such assignment.
- 12.5. 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 empanelment 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

14.1. Termination for convenience

Should RailTel consider termination of whole or part of this contract for convenience or for reasons other than those noted below, such termination can be done by RailTel with prior notice of 15 days.

14.2. 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, without prejudice to its other rights at law and equity and without prejudice to its right to suspend the payment under section 15, 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.

- 14.3** 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-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

16.1. 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.

16.2. The Secretarial Auditor shall ensure that data given by the Company and any information generated from the data provided shall not be used by the Auditor for any other purpose.

16.3. Secretarial Auditor agrees and acknowledges that Secretarial Auditor, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be “Connected Persons” within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. Secretarial Auditor shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, Secretarial Auditor shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel.

Section 17: 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 New Delhi.
- (b) The arbitration shall be conducted by a sole arbitrator to be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by 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 18: GST

- (a) The firms are required to submit their GSTIN, if applicable, in their offer
- (b) The fee is required to be quoted exclusive of GST.

- (c) Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- (d) 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.
- (e) 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.
- (f) 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 19: General Terms and Conditions

- a) The practicing Company Secretary / Firm of Company Secretaries shall not sub-contract the Secretarial Audit work.
- b) 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.
- c) All bidders automatically agree with RailTel for honoring all aspects of fair trade practices in executing the work orders placed by RailTel.
- d) 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.
- e) 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.
- f) 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.
- g) Neither the Practicing Company Secretary firm nor its partners or associate should have any interest in the business of the Company.
- h) 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.
- i) 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

- j) 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.
- k) Intellectual Property Rights: The selected Bidder will indemnify RailTel for any infringement of third party rights during the course of assigned work.
- l) That there will not be employer – employee relationship between RailTel and PCS/Firm or its employees.

Disclaimer

Subject to any law to the contrary and to the maximum extent permitted by law, RailTel and its officers, employees, contractors, agents and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, Circlements, estimates, or projections contained in this EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of RailTel or any of its officers, employees, contractors, agents, or advisers. If at any stage any document/ credential will be found wrong/ forge, then the bidder will be disqualified and if in case he is able to procure empanelment on basis of such forged document/credential, the empanelment is liable to be cancelled.

Technical Bid Form

Annexure – A

To,

Sh. J S Marwah
Company Secretary
RailTel Corporation of India Ltd.
Plate – A, 6th Floor, Office Block Tower – 2,
East Kidwai Nagar,
New Delhi – 110023.

S. No	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 along with Secretarial Audit Report
3.	Experience of conducting Secretarial Audit of Listed Companies (<i>Audit conducted prior to listing of such company will not be considered for awarding mark/point</i>)	Self Certified list with names of listed companies along with Secretarial Audit Report
4.	Experience of conducting Secretarial Audit of Telecom Companies (Any Telecom operator having UL, NLD, ISP, ILD License) (<i>Audit Conducted prior to the date of obtaining telecom license by such company will not be considered for awarding mark/point</i>)	Self Certified list with names of Telecom Companies along with Secretarial Audit Report
5.	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
6.	List of clients (i.e. Companies with paid up share capital of Rs. 100 Cr or more or having turnover Rs. 500 cr or more	Self certified list along with names of the companies, paid up share capital or turnover

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 & stamped by the partner/owner of the firm along with the seal of the firm.

Date:
Place:

Authorized Signatory
Name:
SEAL

Name of the Bidder:

CRITERIA FOR SELECTION

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)	15	
2	Experience of conducting Secretarial Audit of PSUs	10	
3	Experience of conducting Secretarial Audit of Listed Companies <i>(Audit conducted prior to listing will not be considered for awarding marks/point)</i>	10	
4	Experience of conducting Secretarial Audit of Telecom Companies (Any Telecom operator having UL, NLD, ISP, ILD License) <i>(Audit Conducted prior to the date of obtaining telecom license will not be considered for awarding point)</i>	5	
5	No. of Active partners in full time practice and/ or full time employees, who are qualified Company Secretaries.	5	
6	List of clients (i.e. Companies with paid up share capital of Rs. 100 Cr or more or having turnover Rs. 500 cr or more	5	
	Total	50	

Date:
Place:

Authorized Signatory
Name:
SEAL

OFFER LETTER

To

RailTel Corporation of India Limited,
Plate – A, 6th Floor, Office Block Tower – 2,
East Kidwai Nagar,
New Delhi - 110023

Subject:- Empanelment of PCS/Firm of PCS to carry out Secretarial Audit of RailTel Corporation of India ltd.

I/We _____ have read the various conditions detailed in EOI document No RailTel/EOI/CO/Sectt. /2021-22/ESA/01 floated by RailTel and hereby agree to ABIDE BY ALL THE CONDITIONS CONTAINED THEREIN.

3. I/We offer to provide services as detailed in EOI document at the rate will be quoted by me/us in the Financial Bid during the period of empanelment 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. The offer shall remain valid for a period of 90 days from the date of opening.

Signature of Bidders

Date:

Bidder address.

SIGNATURE OF WITNESS:

- 1.
- 2.

Format for Bid Security Declaration

(On Non-judicial stamp paper of Rs. 100/-)

Whereas, I/We (Name of PCS/Firm of PCS) has submitted bid against **“Expression of interest for empanelment of Practising Company Secretaries (PCS)/Firm of Company Secretaries to carry out Secretarial Audit”** and whereas Earnest Money Deposit is being exempted in the aforesaid EOI to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit:-

- 1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of EOI) specified in the EOI documents;
Or
- 2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in EOI documents;
Or
- 3) If I/We furnish any incorrect or false statement / information/ document;
Or
- 4) If I/We hide any relevant information or do not disclose any material fact in the EOI;
Or
- 5) If I/We commit any breach of integrity Pact if applicable.

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future EOI/tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

(ON LETTER HEAD)

(FORMAT OF SELF-DECLARATION FOR CLAUSE 3.5, 3.6, 3.9 AND 3.10 OF EOI DOCUMENT)

To

RailTel Corporation of India Limited,
Plate – A, 6th Floor, Office Block Tower – 2,
East Kidwai Nagar,
New Delhi - 110023

Subject: - Self-declaration for clause 3.5, 3.6, 3.9 and 3.10 of EOI document.

As part of my submission of bid, towards RailTel's EOI No. RailTel/EOI/CO/Sectt./2021-22/ESA/01, i/we hereby undertake, declare and solemnly affirm to RailTel as under:-

1. I/We have not been blacklisted/banned/delisted/debarred by any Government Department/CPSU/SPSU/Banks/Autonomous Bodies/Statutory Bodies in India during last three years from the date of submission of EOI.”
2. I/we have not been penalized by the ICSI/MCA/ROC or any other regulatory Authority in any Disciplinary Proceedings during the last 5 years. Further, no such proceeding is pending against me/us at the time of submission of EOI”
3. I/we am/are/have not been related to any Director/KMP of the Company within the meaning of the Companies Act, 2013 and SEBI regulations.
4. Neither i/we nor any of our partner(s) or associate(s) have any interest in the business of the RailTel.

Date:
Place:

Authorized Signatory:
Name:

SEAL

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.
The paper has to be in the name of the bidder) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the bidder (including its constituents),

M/s _____ (hereinafter called the tenderer) for the purpose of the EOI documents for the work of Empanelment of Practising Company Secretaries(PCS)/Firms of Practising Company Secretaries to carry out secretarial audit for six financial year years from financial year 2021-22 onward as per the EOI No. RailTel/EOI/CO/Sectt./2021-22/ESA/01of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/we the bidder (s), am/are signing this EOI document after carefully reading the contents.
2. I/we the bidder(s) also accept all the conditions of the EOI document and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website/e-procurement portal of RailTel www.railtelindia.com/https://railtel.enivida.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to banning of

firm/PCS for five years on entire RailTel. Further, I/we (insert name of the bidder)**
_____ and all my/our constituents understand that my/our offer shall be summarily
rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect
at any time after the empanelment of PCS/Firm of PCS, it will lead to cancellation of empanelment
besides any other action provided in the EOI document including banning of PCS/Firm of PCS for
five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE

OF THE BIDDER

VERIFICATION

I/We above named bidder do hereby solemnly affirm and verify that the contents of my/our above
affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in
suitably by bidder/tenderer. Attestation before Magistrate/Notary Public.