



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5978103  
Dated/दिनांक : 20-02-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-03-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-03-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	Central Coalfields Limited
Office Name/कार्यालय का नाम	Central Coalfields Limited Ranchi Jharkhand
क्रैता ईमेल/Buyer Email	kamal.raj18@nic.in
Item Category/मद केटेगरी	Custom Bid for Services - Appointment of Secretarial Auditor in CCL for FY 2024 25
Similar Category/समान श्रेणी	<ul style="list-style-type: none"><li>Financial Audit Services</li></ul>
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Floor Price/न्यूनतम मूल्य</b>	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	59000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**GEM Availability Report ( GAR):**[1740049681.pdf](#)

**Buyer's Competent Authority Approval:**[1740049693.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1740049710.pdf](#)

**Scope of Work:**[1740049803.pdf](#)

**Payment Terms:**[1740049905.pdf](#)

**Instruction To Bidder:**[1740050101.pdf](#)

**Custom Bid For Services - Appointment Of Secretarial Auditor In CCL For FY 2024 25 ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Appointment of Secretarial Auditor in CCL for FY 2024 25
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Kamal Raj	834001,Central Coalfields Limited, Darbhanga House, Ranchi	1	N/A

## **Buyer Added Bid Specific Terms and Conditions/**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### **1. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

### **2. Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

### **3. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### **4. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

### **5. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

### **6. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

संदर्भसंख्या.:CS/Sec. Aud./GEM/2025/45

दिनांक: 22.02.2025

निविदासूचना

**Section 1 - Notice Inviting Tender**

**NIT for Appointment of Secretarial Auditor of Central Coalfields Limited**

Tenders are invited on-line on the website <https://gem.gov.in> from the eligible Bidders. The registration should be in the name of bidder for Firm/Proprietor/Individual.

Description of work	Location	Audit fees excluding out of pocket Expense (Including GST @18%) (In Rs.)	Earnest Money (In Rs.)
Secretarial Audit of Central Coalfields Limited, Ranchi for the Financial Year 2024-25	Company Secretariat. Central Coalfields Ltd., Ranchi- 834001	59,000/-	NA

**Note:**

- The bid document is available on our website <https://www.centralcoalfields.in/> and on the GeM Portal at [www.gem.gov.in](http://www.gem.gov.in) and can be downloaded by the bidder.
- Entities having been debarred from participating in tenders of CCL/all subsidiaries of CIL are not eligible to participate in this NIT if end date of bid submission, including extensions thereof falls within the period of their debarring.
- The Bid shall be deemed to have been submitted after careful study and examination of this Bid document. The Bid should be precise, complete and in the prescribed format as per the requirement of this Bid document. Failure to furnish all information or submission of a bid not responsive to this Bid will be at the Bidders' risk and may result in rejection of the bid. The Bidder is requested to carefully examine the Bid document, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy, the interested bidders may obtain further information from the office of the undersigned as per details given below:

Company Secretary,  
Central Coalfields Limited,  
Darbhanga House,  
Dist. Ranchi – (Jharkhand)  
Phone: (0651) 2365606  
Mob: 9040396350, 8987784381  
Email id: [gmcompsectt.ccl@coalindia.in](mailto:gmcompsectt.ccl@coalindia.in)

**Extension of Critical Date**

If number of bids received online is less than three (3) on the end date of bid submission then the bid submission end date and opening will be extended by a period of four days. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

The validity period of tender shall be decided based on the final end date of submission/opening of bids.

The extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting in total number of valid bids becoming zero.

**Sd/-  
Company Secretary  
CCL, Ranchi**

**Distribution**

- 1. TS to DF, CCL HQ, Ranchi.**
- 2. GM (F), CCL HQ, Ranchi.**
- 3. O/C**

## **Section 2 - Scope of Work**

CCL invites bids/tender/quotation through e-tendering process hosted on GeM portal from Practicing Company Secretary (PCS)/Practicing Company Secretary Firms (**called Bidder**) to conduct Secretarial Audit of the Company for the Financial Year **2024-25** in line with the specifications, requirements, terms and conditions elaborated in the bidding document and provide the Secretarial Audit Report as per the requirement of the Companies Act, 2013 and a Certificate of Corporate Governance as per the Guidelines on Corporate Governance for Central Public Sector Enterprises (CPSEs), 2010 issued by DPE.

### **SCOPE OF WORK**

The broad scope of Secretarial Audit shall be as per the following, which inter alia includes verification of the compliance under the following enactments, Rules, regulations and Guidelines in a time bound manner, as mentioned below:

- 1) The Companies Act, 2013 (the "Act") and the rules made thereunder;
- 2) The Securities Contracts (Regulation) Act, 1956 ("SCRA") and the rules made thereunder;
- 3) The Depositories Act, 1996 and the regulations and bye-laws framed thereunder;
- 4) Foreign Exchange Management Act, 1999 and the rules and regulations made thereunder to the extent of Foreign Direct Investment, Overseas Direct Investment and External Commercial Borrowings;
- 5) Regulations and Guidelines prescribed under the Securities and Exchange Board of India Act, 1992 ("SEBI Act") as applicable;
- 6) List of other Laws specifically applicable to the Central Coalfields Limited:-
  - a. The Coal Mines Act, 1952
  - b. Indian Explosives Act, 1884
  - c. Colliery Control Order, 2000 and Colliery Control Rules, 2004
  - d. The Coal Mines Regulations, 2017
  - e. The Payment of Wages (Mines) Rules, 1956
  - f. Coal Mines Pension Scheme, 1998
  - g. Coal Mines Conservation and Development Act, 1974
  - h. The Mines Vocational Training Rules, 1966
  - i. The Mines Creche Rules, 1961
  - j. The Mines Rescue Rules, 1985
  - k. Coal Mines Pithead Bath Rules, 1946
  - l. Maternity Benefit (Mines and Circus) Rules, 1963
  - m. The Explosives Rules, 2008
  - n. Mineral Concession Rules, 1960
  - o. Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948
  - p. Mines and Minerals (Development and Regulation) Act, 1957
  - q. The Payment of Undisbursed Wages (Mines) Rules, 1989
  - r. Indian Electricity Act, 2003 and the Indian Electricity Rules, 1956
  - s. Environment Protection Act, 1986 and Environment Protection Rules, 1986
  - t. The Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016
  - u. The Water (Prevention & Control of Pollution) Act, 1974 and Rules made thereunder
  - v. The Air (Prevention & Control of Pollution) Act, 1981
  - w. Public Liability Insurance Act, 1991 and Rules made thereunder.
- 7) All Labour Laws applicable to the companies including CMPF, ESI, Bonus etc.
- 8) Role and responsibility of Directors and Independent Directors: PCS/ Firm or its partners or employees should be able to certify by a detailed examination that



the role and responsibility are met and should be able to specifically identify specific actions needed to strengthen the processes to ensure that the Board Members are fully satisfied about legal compliances and their roles in respect thereof.

- 9) Compliance with guidelines on Corporate Governance for CPSEs.
- 10) Providing site visit during the audit period to check compliance of specific laws.
- 11) An additional important focus of PCS can be Guarantee/ warranty to Independent Directors as well as Full time Directors that they are safe as legal compliance Audit will cover responsibility of :
  - Directors Responsibility Statement in terms of Companies Act 2013
  - Responsibility of all independent Directors in terms of Companies Act 2013
  - Responsibility of working Directors arising in terms of :-
    - a) Companies Act 2013
    - b) FEMA
    - c) SEBI
    - d) Other Specific Laws

PCS or its partners or employees will be expected to conduct an in-depth examination of all documents and records of the Company and to report that all laws applicable specifically to the Company have been duly complied with subject to observations contained in the report.

The Secretarial Auditor so appointed will first complete the Secretarial Audit as per requirements of law and then submit MR-3.

<b>Professional Fees for the Work of Secretarial Audit of CCL for the Financial Year 2024-25</b>			
<b>Sl.</b>	<b>Service Description</b>	<b>Location</b>	<b>Audit fees excluding out of pocket Expense (In Rs.)</b>
1	<b>Secretarial Audit of Central Coalfields Limited, Ranchi for the Financial Year 2024-25.</b>	Company Secretariat. Central Coalfields Ltd., Ranchi-834001	<b>50,000/-</b>
		<b>Sub-total (Excluding GST) (Rs.)</b>	<b>50,000/-</b>
		<b>GST @ 18% (Rs.)</b>	9,000/-
		<b>Total Amount including GST (Rs.)</b>	<b>59,000/-</b>

### **Section 3 - Eligibility Criteria**

- I. The Lead Partner/Proprietor/individual, under whose supervision Secretarial Audit of CCL will be carried out, should have minimum Post Company Secretary (CS) Qualification Experience of 10 years, out of which minimum 5 years should be in full time practice (without any break). He/she should be Peer Reviewed by ICSI. The cut-off date for ascertaining experience will be 01.01.2025.
- II. The PCS/ Firm or its partners should have conducted Secretarial Audit of two (2) Companies having Paid-up Capital of Rs. 50 crores or more or Net Worth of Rs. 100 crore or more;
- III. Practising Company Secretary (PCS)/ Firm should have minimum three Active Partners in full time practice or the PCS firm should have minimum three full time employees, who are qualified Company Secretaries. At any point of time during 3 years Audit, this structure is to be maintained;
- IV. The PCS/ Firm or its partners or employees retained by them should have adequate knowledge and experience of the Laws/Regulations/rules etc.as specified at Section 2 of this Bid document under scope of work for Conducting Secretarial Audit.
- V. Average annual turnover of the PCS/ Firm should be Rs. 15 Lakhs or more from practice, in the last three financial years ending 31<sup>st</sup> March 2024. Annual Turnover will be calculated as per Income from Profession under Income Tax Return of last 3 previous years.
- VI. The PCS/firm, which has provided Secretarial audit service and served a term of three years (i.e. F.Y. 2021-22 to 2023-24) in the company would not be considered for appointment of Secretarial Auditor for next three succeeding years either through any of its partner or a firm having a partner of such existing secretarial audit firm (cooling period).
- VII. The PCS/firm, which has been removed from Secretarial audit assignment from CIL or its subsidiaries during, F.Y. 2019-20 to 2023-24 or have been held guilty by the ICSI Disciplinary process in the last 10 years or who is under investigation or has been charge sheeted or punished for any legal default with imprisonment will not be considered for appointment of Secretarial Auditor in CIL and its subsidiaries. ICSI means "The Institute of Company Secretaries of India".

## **Section 4 - Submission of Tender**

### **1. Methodology for online Submission of Bids:**

Single packet tendering mode on GeM portal has been utilized for the instant tender.

The offers are to be submitted online in single cover i.e. Technical Bid along with Financial Bid through GeM portal. Authenticated and Scanned copies of documents shall be uploaded.

No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.

### **2. Time Schedule of Tender:** As per the GEM Portal

**Note:** The extension of submission of bid shall be applicable as per details mentioned in section 1 of the bid document.

### **3. Bid Security/Earnest money deposit:** (Not Applicable in this tender)

### **4. Documents required to be submitted online:**

- i. Letter of Bid as per Annexure A on the letterhead and duly signed and stamped by the bidder.
- ii. Self-attested copy of Peer review certificate issued by Institute of Company Secretaries of India
- iii. Self-attested copy of membership certificate issued by Institute of Company Secretaries of India (of Lead Partner/Proprietor and Minimum 3 Active Partners or qualified employees)
- iv. Self-attested copy of Certificate of Practice (COP) issued by Institute of Company Secretaries of India (of Lead Partner/Proprietor/Individual, under whose supervision Secretarial Audit of CCL will be carried out).
- v. Self-attested copy of Registration Certificate of PCS/Firm/LLP issued by Institute of Company Secretaries of India.
- vi. Self-attested copy of PAN Card of PCS/Firm/LLP.
- vii. Self-attested copy of GST Registration Certificate (if applicable)
- viii. Self-attested copy of work order along with Work Completion Certificate of Secretarial Audit issued by Listed/ Unlisted Companies.
- ix. Self-attested copy of Annual Income Tax returns of the last 3 years i.e. for financial year 2021-22, 2022-23 & 2023-24.
- x. Format for Bank Details for electronic payment as per Annexure B
- xi. The documents uploaded online to the offer must be serially numbered and duly signed by the bidder with official seal.

### **5. Bid Prices:**

The Secretarial Audit Fees for the Financial Year 2024-25 is fixed i.e. Rs. 59,000/- (including GST @ 18%) and the same has been enabled as the floor price for the instant Bid on GeM portal.

Bidders are supposed to quote a total amount of Rs. 59,000/- (including GST @ 18%) i.e. the floor price for this Bid. Offers of Bidders quoting an amount higher than the above said total amount shall not be opened for evaluation.

**[Note: Bidder to submit Mandate form for Electronic Fund Transfer/ Internet Banking Payment provided in ATC]**

## **Section 5-Evaluation of Bids**

- 1) Upon opening of bid, the documents of only those L1 firms who have quoted the floor price i.e. Rs. 59,000/- (including GST @ 18%) will be downloaded and shall be put up to the evaluating Committee. The Committee will examine the uploaded documents against information/declarations furnished by firms online in this Bid.
- 2) It is the responsibility of bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above. Scanned copy (PDF) of supporting documents duly signed and stamped should be uploaded in the Folder provided for this purpose. However, CCL reserves the right to verify such documents with the original, if necessary. The firm is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of offer.
- 3) If it confirms to all of the information/declarations furnished by the firm online as per eligibility criterion mentioned in section 3 of the Bid document, then the firm will be considered eligible for next level i.e. allocation of marks based on criterion mentioned at **Point 7** below.
- 4) In case the Tender Committee finds that there is some deficiency in uploaded documents (i.e. w.r.t confirmatory documents) corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online resubmission by bidder(s).
- 5) The bidder(s) will get this information on their personalized dashboard on GeM portal. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.
- 6) In case the firm fails to submit requisite documents online as per tender document or if any of the information/declaration furnished by firm online is found to be wrong by Committee during evaluation of scanned documents uploaded by firm, which changes the eligibility status of the firm, then the offer shall be rejected.
- 7) **Technical Evaluation stage:**
  - a. **Criteria for award of marks:**

<b>Qualification</b>	<b>Min Qualification (Marks=0)</b>	<b>Criteria for award of Marks</b>	<b>Max. Marks</b>
Certificate of Peer Review issued by ICSI	Peer reviewed Firm	20 marks	20
Experience of Lead Partner/Proprietor/Individual	Post Company Secretary (CS) Qualification experience of 10 years, out of which minimum 5 years should be in full time practice	<ul style="list-style-type: none"> <li>• <b>20 marks:</b> for 5 years;</li> <li>• <b>2 marks:</b> for each additional completed year beyond above mentioned 5 years</li> </ul>	25

	(without any break)as on 01.01.2025.  Experience of Lead Partner/Proprietor /Individual will be calculated from date of issue of Certificate of practice (CoP) by ICSI		
Firm or the Partner(s)/ Proprietor/Individual Conducted Secretarial Audit of at least two Listed/ Unlisted Companies either having Paid up Capital of Rs. 50 crore or more or Net Worth of Rs. 100 crore or more.	Listed/ Unlisted Companies	<ul style="list-style-type: none"> <li>• <b>15 marks:</b> for 2 listed/unlisted Companies;</li> <li>• <b>2 marks:</b> for each additional listed/unlisted Company beyond above mentioned 2 companies.</li> </ul>	20
Active Partners/Employee Strength	PCS/ Firm should have minimum three Active Partners in full time practice or the PCS/ Firm should have at least three full time employees, who are qualified Company Secretary;	<ul style="list-style-type: none"> <li>• <b>9 marks:</b> for 3 Active Partners/ full time employees,</li> <li>• <b>3 marks:</b> for each additional employeebeyond above mentioned 3.</li> </ul> <p><i>[example- A PCS firm having One Lead partner and 3 partners as PCS/employee shall secure 12 Marks (9 +1)]</i></p>	15
Average Annual Turnover	Rs. 15 Lakhs or more from practice, in the last three Financial years till 31st March'2024  Annual Turnover will be calculated as per Income from Profession under Income Tax Return of last 3 previous years.	<ul style="list-style-type: none"> <li>• <b>10 marks:</b> for Rs 15 lakhs;</li> <li>• <b>1 mark:</b> for each increment of one lakh in average annual turnover beyond above mentioned Rs 15 lakhs.</li> </ul> <p><i>[example- A firm having Rs. 17.50 Lakh Avg. Annual T.O. shall secure 12 marks (10+1+1 marks) ]</i></p>	20

8) In case none of the firms complies the technical requirement, then necessary action as deemed fit by management will be taken.

9) Bidder should ensure that offer is submitted strictly as per the terms & conditions laid down in the tender document, failing which the offer will be liable for rejection.

No deviation of the terms and conditions of the tender document is acceptable. Terms and conditions which are in deviation to the tender terms are liable for rejection.

**10) Minimum 60 marks are required for qualifying through technical round.**

Based on marks secured by the bidders in technical evaluation, the bidders (securing 60 marks or more) shall be shortlisted and intimated for the next round of evaluation i.e. presentation round as elaborated below.

**11) Presentation round:**

- a) A presentation will need to be made before CCL Audit Committee by the firms shortlisted through technical stage.
- b) The presentation to be made before CCL Audit Committee should be made on approach and coverage of audit and also showcase their technical skills and capability to meet the requirements. The presentation should cover the strength in the areas where expertise is expected. A detailed write up and a brief presentation will be required to be made before the audit Committee bringing out the brief synopsis of specific laws proposed to be covered and aspects which will be examined. A professional assessment will be made based on presentation. The Audit Committee may be assisted by legal experts to review the presentation. The Audit Committee may also form a sub-Committee to examine the above for awarding marks.
- c) **Criteria for award of marks: The Presentation will have 50 marks with minimum qualifying marks 30.** The presentation will be made for this purpose.
- d) **Final Selection** of the bidder for award of work will be made based on highest marks obtained in technical evaluation and presentation marks obtained from the Audit committee by a firm.
- e) In case of multiple L1 bidders securing the same highest total marks, the bidder having the earliest registration date for the firm shall be allocated an additional One (1) mark and selected for award of work.
- f) If selected Secretarial Auditor denies or unable to complete above mentioned work then second in merit and so on will be offered for work at same fees and on same terms & conditions.

## **SECTION 6 - INSTRUCTION TO BIDDERS**

### **1. RFP/Bid/Tender**

- a) Bid, Tender and RFP are interchangeably used to mean the same.
- b) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.
- c) All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by CCL on GeM portal. Hence the bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with GeM portal. Bidders are also requested to indicate their valid corporate e-mail id and mobile no. of authorized representative for communication through e- mails / SMS alerts (if any).
- d) CCL reserves the right to take any decision with regard to Bid process for addressing any situation which is not explicitly covered in the Bid document.

### **2. Amendment of Bidding Documents**

- a) At any time prior to the deadline for submission of bids, CCL may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- b) Amendments will be provided in the form of Addendum/corrigendum to the Bidding Documents, which will be posted on CCL website and GeM Portal. Addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum/corrigendum have been taken into account by the Bidder in its Bid.
- c) In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, CCL may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in CCL website and GeM Portal.
- d) From the date of issue, the Addendum to the tender shall be deemed to form an integral part of the Bid document.

### **3. Rejection of Bid**

The Bid is liable to be rejected if:

- a) The document doesn't bear signature of authorized person to sign on behalf of the Bidder
- b) It is received through Telegram/Fax/E-mail.
- c) It is received after expiry of the due date and time stipulated for Bid submission.

### **4. Preparation of Bid**

#### **Signing of Bid**

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

Any modification to the submitted bid shall be allowed online on GeM portal only before the end of deadline for submission of tender. No Bid will be modified after the deadline for submission of bids. Bids once submitted will be treated, as final and no further correspondence will be entertained on this. Bidders may withdraw their bids online within the last date and time of bid submission.

No modification of the bid or any form of communication with CCL or submission of any additional documents, not specifically asked for by CCL, will be allowed and even if submitted, they will not be considered.

CCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.

## **Section 7 – Terms And Conditions**

### **1. Payment terms**

The Secretarial Auditors fee has been fixed in advance as total of **Rs 50,000/- (Rs Fifty Thousand)** plus applicable taxes for the FY 2024-25 for the Legal requirements as prescribed and additional scope of work as per expectations listed herein. A detailed Audit is expected to provide four Deliverables:

- a) Secretarial Audit report as laid down in MR-3
- b) Quarterly Audit Report of Minutes and Significant Transactions.
- c) Certification of Annual Return as prescribed in Form MGT-7 and certificate in MGT-8 under rule 11 of the companies (Management and Administration) Rules, 2014.
- d) Certificate for compliance of DPE Guidelines on Corporate Governance

**Travelling Expenses:** In addition to Audit fee, the company shall pay Travelling expenses: Lead Partner/Proprietor/Manager/ Qualified Assistant will be entitled for rail fare by AC 1st class or Air Fare by economy class, and for Semi-qualified assistant by AC 2<sup>nd</sup> class on submission of proof of journey, to and fro journey undertaken for the purpose of audit.

For this purpose, the journey will be considered from the PCS/firm's nearest office given in the profile to the place of audit. In case of journey by mode other than rail, Travelling Allowance will be limited to entitled class or actual fare, whichever is lower, subject to production of documentary evidence.

**Out of pocket Expenditures:** Upto 50% of the Secretarial Audit fee would be paid at actuals.

All out of pocket and travelling expenses incidental to the performance of this contract shall be reimbursed by the company on actual basis upon submission of the documentary evidence.

After the submission of the Secretarial Audit Report of the relevant Financial Year, 100 % payment will be made within 21 days of submission of GST Compliant invoice (if applicable) in favour of CCL duly accepted Invoice of the successful bidder along with satisfactory work completion certificate issued by the Company Secretary.

### **2. Payment Authority:** GM(Fin./IC), CCL

The payment will be made through Electronic System for which bidder are requested to attach scanned copy of their Bank Details, duly endorsed by the concerned bank, in the format enclosed as Annexure -B in their offer.

### **3. Clarification of Bid:**

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries. The interested bidders may obtain further information from the office of the undersigned as per details given below:

Company Secretary,  
Central Coalfields Limited,  
Darbhanga House,  
Dist. Ranchi – (Jharkhand)  
Phone: (0651) 2365606  
Mob: 9040396350, 8987784381  
Email id: [gmcompsectt.ccl@coalindia.in](mailto:gmcompsectt.ccl@coalindia.in)



#### **4. Confidentiality**

The Bidders acknowledge that in the course of performing the obligations under this tender, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

#### **5. Indemnity**

The Bidder shall indemnify CCL and keep indemnified for any loss or damage, cost or consequences that CCL may sustain, suffer or incur on account of violation/noncompliance of any statutory requirements in conducting of Secretarial Audit. The Bidder shall always remain liable to CCL for any losses suffered by CCL due to any negligence or fault on the part of the bidder, and the bidder also shall indemnify CCL for the same.

Bidder is responsible and accountable for managing the activities of its personnel. Bidder shall be vicariously liable for any acts, deeds or things done by their employees which is outside the scope of work or authority vested or instructions issued by CCL.

CCL reserves its right to cancel the Contract in the event of delay in the performance of its obligations and may impose liquidated damages for the delay. Due to such delay, any penalties imposed either pecuniary or otherwise on CCL, would be borne by the Bidder in monetary terms.

#### **6. Fraudulent and Corrupt Practice**

a) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the CCL of the benefits of free and open competition.

b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.

c) CCL will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

#### **7. Force Majeure**

Notwithstanding the provisions of the RFP, the successful bidder or CCL shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving CCL or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the bidder shall promptly notify CCL in writing of such condition and cause thereof. Unless otherwise directed by CCL in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

#### **8. Award/ Cancellation of Work Order**

The appointment of the Audit Firm will be for the Financial Year 2024-25 and may be considered for renewal in the subsequent Financial Years 2025-26 and 2026-27 based on satisfactory performance of the Firm which shall be at the same rate as mentioned in this tender.

On satisfactory performance and with the approval of Competent Authority, work order may be further extended/renewed for subsequent period i.e. for FY 2025-26 and FY 2026-27 at the same rate of FY 2024-25.

CCL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer as per the GeM provisions.

The Secretarial Audit assignment will be terminated in the following cases:

- (a) If the firm obtains the appointment on the basis of false information/false statement.
- (b) If the firm does not take up audit in terms of appointment letter within one month.
- (c) If the firm does not submit the Secretarial Audit Report & other deliverables, complete in all respects, as per terms of the NIT and the provisions of the Companies Act, 2013 within the stipulated time.
- (d) If performance of the firm is not found satisfactory by the Competent Authority.
- (e) If the firm does not maintain the confidentiality requirement in terms of professional code of conduct and they found to have appointed/utilizing the services of those who are not employee/partner of the firm.

CCL does not bind itself to accept the lowest or any tender and reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to CCL alone. CCL also has the right to re-issue the tender without the bidders having the right to object to such re-issue:

- ✓ Serious discrepancy observed during performance as per the scope of work
- ✓ If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of award/work cancellation, any payments made by CCL to the Bidder would necessarily have to be returned to CCL. Further the Bidder would also be required to compensate CCL for any direct loss incurred by CCL due to the cancellation of the contract. This is after repaying the original amount paid.

## **9. RFP Abandonment**

CCL may at its discretion abandon this RFP process any time before Notification of Award/ Work Order

## **10. Contacting CCL**

Any attempt to contact CCL with a view to canvas for a bid or put any pressure on any official of the CCL may entail disqualification of the concerned Bidder or his Bid.

## **11. Resolution of Disputes**

Any dispute(s) or difference(s) arising out of or in connection with the Work order shall to the extent possible, be settled amicably between the parties.

All disputes or differences in respect of which the decision, if any has not become final or binding as aforesaid shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendments. Delhi courts shall have the exclusive jurisdiction in the matter. The arbitrator shall give reasoned award.

**12. Applicable Law**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Corporate Office of CCL falls.

**Sd/-  
Company Secretary  
CCL, Ranchi**

**Letter of Bid**

To

The Company Secretary,  
Central Coalfields Limited, Ranchi-834029  
Jharkhand, India

Dear Sir,

**Sub: GeM NIT No.:-**

1. Having examined the Tender Document including Addendum/Corrigendum, if any (insert numbers), we, M/s. (..... name of the bidder firm.) represented by the undersigned, Mr/Ms..... Employee/ Partner /Legal Attorney / Proprietor /Accredited Representative, offer to supply and deliver (description of Goods and Services) vide our offer No.....dated.....in conformity with the said Tender Document.
2. We confirm to accept all terms and conditions contained in the tender document and SLA unconditionally.
3. We agree to abide by this bid from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of contract period.
4. We confirm that until a formal appointment order is issued, this bid together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.
7. We confirm that all information/ documents / credentials submitted along with the tender are genuine, authentic, true and valid.
8. We confirm that, our firm (through any of our partner) has not provided Secretarial audit service in Central Coalfields Limited at any point of time during last three years (i.e. F.Y. 2021-22 to 2023-24).
9. We confirm that, our firm has not been removed from Secretarial audit assignment from CIL or its subsidiaries during, F.Y. 2017-18 to 2023-24 or have been held guilty by the ICSI Disciplinary process in the last 10 years or who is under investigation or has been charge sheeted or punished for any legal default with imprisonment.
10. We confirm that, our firm has not been debarred from participating in tenders of CCL/all subsidiaries of CIL
11. We confirm that if any information or document submitted is found to be false/ incorrect forged/tampered in any way, the said offer shall be considered

absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues and Banning of our firm along with all partners of the firm as per provisions of tender document/Purchase Manual of CIL/Provisions of law in force.

12. We confirm that our firm will maintain the confidentiality requirement in terms of professional code of conduct of ICSI and the Secretarial Audit assignment will be terminated and the audit firm will also not be considered for renewal of appointment for Secretarial Audit in CCL if it is found that we failed to maintain the confidentiality in the course of performing the obligations under this tender.
13. We have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "-----"  
for a period of year(s) effective from-----to-----for----- (the  
reasons to be mentioned) (Delete whichever is not applicable).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal \_\_\_\_\_

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

**Note:**

1. This letter should be on the letter head of the Bidder and should be signed by a person competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder alongwith the LOB. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.
2. Power of Attorney should be on non-judicial stamp paper and sufficiently stamped.

**Format for Bank Details for electronic payment**

To

Central Coalfields Limited, Ranchi-834029  
Jharkhand, India

Dear Sir,

Sub: Authorization of all our payments through Electronic Fund Transfer system/RTGS/NEFT.

We hereby authorize Central Coalfields Limited to disburse all our payments through Electronic Fund Transfer system/RTGS/NEFT. The details for facilitating the payment are given below:

1	Name of the Beneficiary, address with Telephone No.	
2	Bank name, address with Telephone No.	
3	Branch name & code	
4	Bank account number with style of account (Savings/Current)	
5	IFSC Code No. of the Bank	
6	PAN No. of the Beneficiary	
7	E-Mail No. and Mobile No. of the Beneficiary for intimation of release of payment.	

I/We hereby declare that particulars given above are correct and complete and if the transaction is delayed or credit is not affected due to incorrect information, I/we will not hold Central Coalfields Limited responsible.

Authorized Signatory  
Name:  
Official Stamp with date

**Bank Certification**

It is certified that above mentioned beneficiary holds a Bank Account No.....with our branch and the Bank particulars mentioned above are correct.

Authorized Signatory  
Name:

Official Stamp with date

# Service Level Agreement and Packages

## **Special Terms and Conditions (STC) for Secretarial Audit Service in CCL**

### **1. Preamble**

- A. All the Secretarial Audit Service contracts placed through GeM shall be governed by the following set of Terms and Conditions:
  - I. General terms and conditions for Goods and Services.
  - II. Service STC contained in this document.
  - III. BID specific ATC
- B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service-specific STC which shall supersede the GTC, in case of any conflicting provisions.
- C. This document represents a Special Terms and Conditions ("STC") / the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, the Stakeholder's obligation, and the terms and conditions of all services covered as mutually understood and agreed by the stakeholders.

### **2. Objectives and Goal**

The objective of this document is to record that all the contractual terms and conditions are in place and to ensure consistent delivery of the services to the buyer by the service provider. The goals of this agreement are to:

- Provide clear reference to service ownership, obligations, accountability, roles, and responsibilities of both parties.
- Present a clear, concise, and measurable description of services offered to the Buyer by the service provider.
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.
- The document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

### **3. Stakeholders**

The main stakeholders associated with this agreement are:

- a. Buyer:** The buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed.
- b. Service Provider:** The service provider is responsible to provide all the required services in a timely manner. The service providers may also include seller supplier/bidder/contractor, any authorized agents, assignees, successors, and nominees as per the context and as described in the agreement.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions

### **4. Service Scope**

**4.1 Secretarial Audit** - Objective examination and evaluation of the Compliance of the organization to make sure that the records are a fair and accurate as per the scope of work in the bid document.

**4.2 Scope of Work** –Secretarial Audit will get covered as per the scope of work in the bid document.

Provision to upload additional scope of work defining the course details, additional requirements will be provided to buyer.

## **5. Terms & Conditions –**

### **5.1 Buyer's Obligations –**

1. Buyer may advise the service provider to disengage any of its staff from service, with 24 hours prior intimation, in case of any negligence on the part of that particular staff.
2. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise.
3. Buyers cannot procure secretarial advisory services under audit, or there will be a conflict of interest.

### **5.2 Service Provider's Obligations –**

1. The Service Provider shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point in time
2. The Service Provider shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
3. No partner in the Service Provider firm should be related to either Managing Director, or chief executive officer or manager and in their absence, a whole-time director within the meaning of section 2(77) of the Companies Act, 2013
4. Neither the Service Provider firm nor its partner(s) or associates should have any interest in the business of the Buyer's business/organizational activities.

### **5.3 Standard Terms & Conditions for the service**

1. The persons deployed shall, during the course of their work, will have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the service provider liable for penal action under the applicable laws besides action for breach of contract.
2. All the document receipts during the course of the audit should be returned after completion of the audit and it shall be Service Provider's responsibility to ensure that all documents and information will be used exclusively for secretarial audit purposes and should be kept confidential and not to be disclosed to the third party at any point of time.
3. The audit personnel for the audit period should not be changed so that continuity and consistency is maintained. The Service Provider shall conduct appropriate due diligence before employing any person who will be entrusted with the work of conducting the audit. The Service Provider is also responsible for any commission and omission of its employees which may cause and or likely to cause any loss/ damage to the Buyer.
4. In case of any serious irregularity and points relating to grave deficiencies, if found, the same may be communicated to the senior management of the Buyer immediately without waiting for the time of submission of the report.
5. The auditors may be asked to give a presentation on finding in the Secretarial Audit Reports to the Audit Committee/Board/relevant forums of the Buyer.



## 6. Payment Terms

- i. The Payment Procedure shall be as specified in Section 7 of the Bid document
- ii. The payment will be made to the Service Provider as defined by the Buyer on submission of the bill by the Service Provider and after deducting penalty amount, if any.

## 7. Formula Used

**7.1 Total – Total price = (1\*Lumpsum Cost of Service in totality including GST @ 18%)**

## 8. Breach of Contract and Penalties

(i) Breach of SLA is defined as performance lower than requisite performance in this agreement. The following conditions shall specify breach of contract and the buyer shall have the right to immediately terminate the contract.

- a) Cumulative penalties reach 10% of the contract value.
- b) Repeated breach of SLAs beyond 3 instances in the entire contractual period.
- c) Subcontracting or outsourcing of the contract, in part or whole.

(ii) Penalties will be levied on the service provider, for the violation of the Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Delay in the submission of audit report	1 instance – 0.05% of the contract 2 instance – 0.1% of the contract 3 instance – 0.2% of the contract OR 0.5% per month from the due date of completion of the audit
2	Non-deployment of total manpower mentioned in the contract as per the Schedule	0.5% of overall contract value for every week of delay in deployment of manpower
3	If the employee of Service Provider is found responsible for any leakage of information, lobbying, bribing, etc.	Termination of contract
4	If cumulative penalties reach 10% of the contract value	Termination of contract

**9. Additional Terms & Conditions** Additional conditions which are optional in nature for this service in case buyers may further want to exercise their discretion are as following –

- a. Any discrepancies which is unusual/ not normal to the usual course of business or any other un-healthy practices, persistent irregularities, observed during the physical verification, other serious irregularities may however be reported immediately by way of a separate letter.
- b. The serious irregularities, if any, noticed shall be covered exhaustively in the Secretarial Audit Reports to be submitted.
- c. The Secretarial Audit will be carried out in accordance with the standards/guidance note/manuals issued by the Institute of Company Secretaries

of India (ICSI) in this regard. The auditor should accordingly consider materiality when planning and performing (except where a certain minimum coverage of implementing units is specified) the audit to reduce the risk to an acceptable level that is consistent with the objective of the audit.

- d. The observations in the management letter must be accompanied by the implications, suggested recommendations from the auditors, and management comments/ response on the Observations/ recommendations have to be obtained and reported along with the Audit report.
- e. Payments of all the travelling expense claims shall be made by the client based on documentary evidences.
- f. The Service Provider will be entitled to reimbursement of out-of-pocket expenses incurred while carrying out the audit on an actual basis i.e. on the production of evidence of incurring such expenses subject to the overall upper limit of 50 % of the Secretarial audit fee.