



Bhubaneswar-Puri Transport Services Limited

BMC Campus, Vivekananda Marg, Bhubaneswar-751014, Odisha, India

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CIN No: - U60210OR2010PLC011624

Notice No.- 150/BPTSL

Date: 30.03.2017

CORRIGENDUM NOTICE
TO RFP NO: 87/BPTSL, DATED 03-03-2017 FOR
SELECTION OF COMPANY SECRETARY (CS) FIRM FOR BPTSL

Bhubaneswar-Puri Transport Services Limited (BPTSL) hereby issues this notice for the attention of all intending bidders that the responses to the queries of pre bid meeting has been uploaded and the same can be downloaded from <http://www.urbanodisha.gov.in>, <http://bmc.gov.in> and www.bptsl.in .

The last date for receipt of technical and financial proposal has been extended till **03:00 P.M. on 17/04/2017**. The technical proposal shall be opened at **4:30 P.M. on 17/04/2017**.

Sd/-

Managing Director

Bhubaneswar-Puri Transport Services Limited

RESPONSE TO PRE-BID QUERIES OF RFP NO. 87 DATED 03.03.2017

Sr. No.	RFP Reference	RFP Clause	Query	Clarification
1	Clause 3 (i): Scope of Work	To ensure compliance of the provisions of Companies Law and rules made there-under and other statutes and bye-laws of the company.	Company Secretary Firm shall be responsible only for compliances of all statutory provisions of the Companies Act, 2013 and the Rules/Regulations/Guidelines made there under. It is not the responsibility of the Company Secretary Firm to ensure compliance of the provisions of other statutes. ("Other statutes" cover a wide gamut of prevailing Acts/ Laws/Rules- both Central & State). Hence, the words "and other statutes" need to be deleted.	The clause 3 (i) should be read as follow: <i>"To ensure compliance of the provisions of Companies Law and rules made there-under and bye-laws of the company."</i>
2	Clause 3 (viii): Scope of Work	To be responsible for all legal matters concerning the Company.	Company Secretary Firm It is not the responsibility of the Company Secretary Firm to be responsible for all legal matters concerning the Company. Hence, this point No 3.viii need to be deleted or if the Firm will provide legal services then for that additional payment to be charged.	The clause 3 (i) should be read as follow: To be responsible for all legal matters related to the Companies Act, concerning the Company.
3	Clause 3 (ix): Scope of Work	To provide necessary support service to statutory auditors, government auditors including CAG auditors and investigator, as appointed by any government authority.	To provide necessary support service to statutory auditors, government auditors including CAG auditors and investigator, as appointed by any government authority is not clear. It is understood that the Company Secretary Firm shall provide necessary support service to Auditors limited to / to the extent of providing required information/proof with regard to compliances of applicable statutory provisions of the Companies Act, 2013 and the Rules/Regulations/Guidelines made there under. This needs to be clarified and confirmed.	It is clarified that the Company Secretary Firm shall provide necessary support service to Auditors limited to / to the extent of providing required information/proof with regard to compliances of applicable statutory provisions of the Companies Act, 2013 and the Rules/Regulations/Guidelines made there under.
4	Clause 4: Eligibility Criteria	The firm may be proprietorship firm or partnership firm. (Copy of registration certificate of ICSI to be provided).	Company Secretary Firm usually means a partnership firm consisting of more than one qualified practicing Company Secretaries forming a group as partners . Proprietorship firm means a single qualified CS professional carrying the CS practice. It needs to be clarified whether the intention of the Company is to include both the categories of practicing Company Secretary firms to be eligible to apply. However throughout the RFP only "Firm" word was used including the Advertisement.	It is hereby clarified that the word firm includes both the categories (proprietorship concern as well as partnership) of practicing Company Secretary firm to be eligible to apply.

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5	Clause 4: Eligibility Criteria	The Firm should have experience of providing similar services to at least 3 (two) Govt. authority/Govt. body/Central PSU/State PSU/Govt. institution in last 5 years. (Work order or completion certificate to be provided)	While the numeric is 3, in words within brackets, it is written as two. We understand that it is a typographical error in the published RFP. However, this needs to be clarified and confirmed.	It is hereby clarified that the words written within bracket should be read as "three".
6	Clause 6: Bid Security	Each proposal shall be accompanied by a Bid Security of Rs. 1,00,000/- (Rupees One Lakh Only), in the form of a Bank Guarantee in favor of "Managing Director, Bhubaneswar-Puri Transport Services Limited" payable at Bhubaneswar. BPTSL shall reject Bids that are not accompanied by the Bid Security.	Company Secretarial services are specialized professional services, which are provided by the Practicing Company Secretaries Firm for a professional fees. Bid Security is normally asked for tenders/RFPs invited for Works Contracts/ Job Contracts/ Consultancy Contracts involving large contract amounts, but not for Contracts for hiring Professional services or Contracts for Retainership for Professional Services. No Central PSU or State PSU or large listed Corporates ask for such Bid Security while inviting tenders for contracts for hiring professional services. Hence, we request to delete/omit this clause.	It is hereby clarified that Clause related o Bid security is being deleted. Any clause in RFP or any submission requirement related to Bid Security will be read accordingly.
7	Clause 20: Rate & Payment Term	The payment structure is on Monthly basis & fees shall be paid upon the invoice raised by the selected firm. The CS Firms are required to quote the monthly fee for professional service. The rates quoted will be inclusive of travelling expenses, communication expenses and all other out of pocket expenditure relating to the said assignments. However, the service tax shall be paid separately at the applicable rate.	We understand that the monthly fees for professional service payable to selected CS Firm is a type of retainership fees to be paid on monthly basis. We further understand that this fees does not include the filing fees payable to the Ministry of Corporate Affairs, GoI and fee for preparation & filing of various statutory e-forms/returns like DIR-12, MGT-7, AOC-4, etc. with Registrar of Companies (RoC), Odisha periodically, for which a separate fee structure will be there. This aspect need to be clarified and confirmed.	It is clarified that fee for preparation of various statutory e-forms/returns like DIR-12, MGT-7, AOC-4, etc. with Registrar of Companies (RoC), Odisha periodically will be included in fee to be quoted by applicants. However, filing fees payable to the Ministry of Corporate Affairs, GoI for filing of various statutory e-forms/returns is not included in fee to be quoted by applicant. it will be reimbursed on actual basis subject to submission of proof.

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8	Clause 21: Deployment of Personnel	The designated Company Secretary and Support Staff would require to station at office of the BPTSL, as and when required, for completion of the Assignment. However, the selected firm would be solely accountable for correctness of their deliverables and timely completion of the assignment.	From the plain reading of this Clause, it is understood that BPTSL would provide separate earmarked working place with required seating arrangement having tables , chairs, computer desk top etc at its office for the designated Company Secretary and Support Staff of the Company Secretary Firm for completion of the Assignments. This needs to be clarified and confirmed.	Yes, BPTSL will provide separate working place with required seating arrangement at its office for the designated Company Secretary and Support Staff of the Company Secretary Firm for completion of the Assignments.
9	Clause 22: Performance Security	The selected applicant shall be required to submit a performance security in the form of a bank guarantee in favor of “Managing Director, Bhubaneswar-Puri Transport Services Limited” payable at Bhubaneswar. The amount of performance security will be 10% of contract amount.	Performance Security is normally insisted for Works Contracts/ Job Contracts/ Consultancy Contracts involving large contract amounts in which the question of Performance Guarantee and Default Liability exists , but not for Contracts for hiring Professional services or Contracts for Retainership for Professional Services. No Central PSU or State PSU or large listed Corporates insist for such Performance Security while awarding contracts for hiring professional services. Hence, we request to delete/omit this clause.	It is hereby clarified that Clause related o Performance Security is being deleted. Any clause in RFP or any submission requirement related to Performance Security will be read accordingly.
10	Annexure- IV: Applicant's Experience of Relevant Projects		The Annexure-IV given in the RFP is for a typical Project/Works Contract. For professional services contract, the information sought in the Annexure is a total misfit. Annexure-IV need to be suitably re-cast.	The word "project/ projects" is to be replaced with word " <i>assignment/ assignments</i> ".