

**Punjab Municipal Urban Infrastructure Development
Company (PMIDC) , Punjab**

Expression of Interest

For

Appointment of

***Company Secretary Firm on retainership basis
for Punjab Municipal Urban Infrastructure
Development Company (PMIDC)***

**Punjab Municipal Infrastructure Development
Company (PMIDC),**
Plot No 3, Sector 35, Chandigarh - 160034, Punjab,
India
Phone: +91 (172) 2619163

EOI No. :

Serial No. of Document :

Issued to :

Against request No. :

Dated :

Tender document issued on :

Authorized Signatory

EOI- For appointment of Company Secretary

TENDER SUMMARY

EOI No.	Last Date & Time	
	Bid Submission	Bid Opening
	03.03.2017 by 03:00 PM in the office of PMIDC, 5 th Floor, Room No 518, Department of Local Govt. Bhawan, Sector 35-A, Plot No 3, Near Markfed Chandigarh.	03.03.2017 at 04:00 PM

Table of Contents

SECTION	SUBJECT	PAGE NO
1	Introduction	4
2	Invitation for Proposal	11
3	Instructions to Bidders	14
4	Proposal Proforma	21

1. INTRODUCTION

Background

The main objective of the PMIDC is to up lift the living standard of urban population including urban poor in the state of Punjab and for the purpose assist Urban Local Bodies and other agencies by augmenting essential resources including but not limited to through pooled manner, facilitate urban infrastructure projects, operate as a complementary window to assist the urban local bodies in addressing the problems of urban poor not with the motive of profit. The Punjab Municipal Infrastructure Development Company (PMIDC) is the Agency responsible for overall management, supervision and execution of various Projects that would be implemented by the Urban Local Bodies in the state of Punjab. The panel of the Consultants shall assist the State Nodal Agencies in executing the programme with the requisite speed and quality.

Objectives of PMIDC (Client)

The objects incidental or ancillary to the attainment of the main objectives are:

1. To promote creation, up-gradation and maintenance of cost effective and quality civic infrastructure in the State such as
 - a. Roads
 - b. Bridges (including Road Over Bridges, Road Under Bridges, causeways, pedestrian cross bridges etc)
 - c. Street Lighting
 - d. Drainage
 - e. Sewerage
 - f. Sewage Disposal
 - g. Health Services

- h. Urban Transportation Systems (Including LRTS ,MRTS , BRTS, City Bus Services etc.,)
 - i. Bus / Truck Terminals
 - j. Parking Lots Sites and Services
 - k. Markets, Shopping Complexes, Industrial Parks, Trade Centres, Technology Parks, Tourism Infrastructure etc.
 - l. Parks, Play Grounds and Stadiums
 - m. Health, Educational and Recreational amenities
 - n. Area Development (including new townships, growth centers, etc)
 - o. Urban Forestry and protection of environment
 - p. Slum improvement upgradation
 - q. Burial grounds Cremation Ghats/Grounds and Electric Crematoria
 - r. Other urban infrastructure projects aimed at public service and utility.
 - s. Various Projects under JnNURM, UIDSSMT and other applicable Govt. of India Schemes.
 - t. Water supply
 - u. Solid Waste Management (including waste recycling)
 - v. Sanitation
 - w. Storm Water Drains
2. To leverage resources including funds through utilization of the properties of Urban Local Bodies and Improvement Trusts and also to facilitate private sector participation in infrastructure through joint ventures and through formats such as public-private-community partnerships.
3. To act as a special purpose entity to implement the pooled finance development Scheme/other schemes of Govt. of India for the

welfare of the urban population including urban poor in the State of Punjab

4. To borrow, or raise monies or loans or receive grants or accept contributions in such manner and on such terms, conditions and securities as the Board of Directors in their discretion deem fit from time to time for non Profit purposes.
5. Subject to provisions of Section 292, 293 and 58-A of the Companies Act and the rules made there under to borrow or raise or secure the payment of money or to receive money or deposit at interest or otherwise, and at such time or times as the Company may deem fit by promissory notes or by taking credits in or opening current, loans or overdraft accounts with any bank, company, firm or person and whether with or without any security or by such other means and discharge those debts or obligation binding on the company in such manner as may be thought fit and agreed upon.
6. To establish Grant Funds and to manage Grant Funds as the Government may constitute from time to time as per terms set forth for such grants so as to ensure continuous up-gradation of standards of organizational, financial and technical capacities of ULBs, viable and sustainable infrastructure projects are put in place by the ULBs and the poor and disadvantaged sections of the society also access the benefits of such projects.
7. To establish a financing structure which enables development and implementation of cost effective urban infrastructure projects in the State of Punjab. To mobilize resources for the infrastructure projects under pooled finance structure; to borrow, or raise monies or loans or receive grants or accept contributions from financial institutions, multilateral agencies, agencies of Government, Government etc., in such manner and on such terms, conditions

and securities as the Board of Directors in their discretion deem fit from time to time.

8. To provide financial assistance to Urban Local Bodies, City Improvement Trusts, Statutory Boards and Authorities constituted by the state legislature, Public Sector Undertakings and other agencies of the state government for setting up infrastructure projects in the urban areas in the State of Punjab. The Company may also provide sub-loans or take equity position in the infrastructure projects sponsored by Private Investors when the Infrastructure Projects are considered strategically important. The ultimate goal of the Company is to mobilize and channelize cost effective resources including private financing into urban infrastructure investment, contributing to the improved living standards of urban population. The Company will only invest in Infrastructure Projects that at the time of the investment comply with all relevant State and Central Government legislation regarding environmental and social protection.
9. To provide financial assistance in the form of loans, grants or a combination thereof to urban local bodies for taking up and implementation of infrastructure projects which create enduring community assets and improve living standards of the population in their areas. The Company may also provide sub-loans or equity in the infrastructure projects sponsored by the urban local bodies in association with non-Government agencies when the Infrastructure Projects are considered strategically important provided that the Company will only invest in Infrastructure Projects that at the time of the investment comply with all relevant State and Central Government legislation regarding environmental and social protection. Further recover the sub loan or any other financial due in whatever manner and periodicity as the Company thought fit.

10. To enable the ULBs to access capital markets, financial institutions and private investors for setting up Infrastructure Projects in the State either individually or through such arrangements as pooled financing, guarantees, securitization etc.
11. To guarantee the performance of any contract or obligations and the payment for any bond issue or mobilization of resources by the ULBs.
12. To assist the urban local bodies in getting the participation of non-Government sector in creation and maintenance of civic infrastructure through joint ventures and other innovative partnerships
13. To invest any money of the Company not immediately required, in any investments as may be prudent and as may be necessary provided the income from such investments should be utilized to fulfill the objectives of the Company.
14. To act as nodal or nominated agencies on behalf of the Central and or the State Governments for infrastructure projects in the State.
15. Organize exchange programs for staff and people involved in urban development.
16. Undertake practical research assignments in alliance with the best institutions in India and outside to enable government and other organizations in implementing innovative infrastructure projects in Urban.
17. Work with specific departments/programs to identify opportunities for developing urban infrastructure concepts resulting in Ideation reports, Initial Assessment and Scrutiny Reports and Techno economic Feasibility Studies.
18. Document case studies of successful urban infrastructure projects and applications already developed and functioning in the field and facilitate their adoption across the State.

19. Conduct conferences, retreats and workshops to increase awareness among the top policy makers in India.
20. Incubate ideas and opportunities for leveraging information technology for urban infrastructure and economic growth.
21. Create, promote or participate in Special Purpose Vehicles to commercialize successful urban infrastructures.
22. Organize market surveys into the demand for various urban infrastructure requirements in the state or for a particular area in the state of Punjab.
23. Organize exchange programs for staff and people involved in urban infrastructure initiatives and to provide training of work India or abroad.
24. Liaise, cooperate or associate, represents, collaborate, with national, international educational organizations, with any Government Departments or National International Institutions concerned with the furtherance of urban infrastructure growth initiatives.
25. Take on lease or on leave and license or otherwise acquire or obtain possession of property from any person, Company, Society, Foundation, Trust, Organization and / or Institution, Universities as may be deemed fit in the furtherance or advancement of any one or more of its objects.
26. Provide endow, furnish and / or fit out any of its property with all necessary furniture, instruments and other equipment and maintain and / or manage offices, premises center, institutions and other establishments or institutions for the furtherance and / or advancement of any one or more of the objects of the Company.
27. Purchase, take on lease or in exchange, hire or otherwise acquire any immovable or moveable property and any rights or privileges for the attainment of the Company objects.

28. Construct, maintain and alter any building or erection and to provide the same with all proper and necessary fixtures, furniture, fittings, apparatus, appliances, conveniences and accommodations for the purposes of the activities of the Company.
29. Accept donations, assistance and funds from the Government and / or foreign donors subject to such laws as may be applicable in the manner stated above and to obtain necessary accounts and information regarding the physical and financial progress from the implementing Agency / Agencies.
30. Open and operate a banking account or banking accounts and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, drafts, cheques, bonds, and other negotiable or transferable instruments.
31. Print and publish and periodicals, books, journals, booklets and / or leaflets in furtherance of its objects.
32. Enter into any arrangements with any Government and authorities, municipal, local or otherwise or otherwise or any person or Company that may seem conducive to the objects of the Company or any of them and to obtain from any such Government, authority, person or Company any rights, privileges, charters, contracts, licenses and concessions which may be thought by and / or on behalf of the Company desirable to obtain and to carry out, exercise and comply therewith.
33. Apply for secure, acquire by grant, legislative enactment, assignment, transfer purchase or otherwise and to exercise, carry out and enjoy and charter, license, power, authority, concession, right, or privilege, which any Government or authority, supreme, municipal, local or otherwise in any corporation or other public body may be empowered to grant, and to pay for, aid in and

contribute towards carrying the same into effect, and to issue and / or appropriate any other securities and assets to defray the necessary costs, charges and expenses thereof.

34. Accept grants from any agencies or authorities, public bodies, corporations, companies or persons or money, movable and immovable property, donations, gifts, subscriptions, devices, bequests, and other assistance with a view to promoting the objects of the company and in receiving any gift of property to take the same either unconditionally or subject to any special conditions which may be prescribed by the donor in writing.
35. Establish, maintain and / or procure the establishment and maintenance of any contributory provident, pension or superannuation funds for the benefit and to give or procure the giving of gratuities, pensions who are or were at any time, in the employment of the company and the widows, families and dependants of any such persons and to make payments to or towards the insurance of any such persons as aforesaid.
36. Establish and support and / or aid in the establishment and / or support of associations, institutions, funds, trusts and convinces calculated to benefit employees or past employees of the company or the dependants or connections of any such employees, and to grant pensions and allowances and to make payments towards insurance, and to subscribe or guarantee money for any charitable educational or other benevolent object which may be considered likely, directly or indirectly to further any one or more of the objects, of the Company.
37. Enter into partnerships or any arrangement, whether in India or elsewhere, for Union of interest, co-operation, reciprocal concession or otherwise with any person or Company carrying on or engaged in or about to carry on or engage in any activities or transaction which the Company is authorized to carry on or

engage in or any activities or transaction capable of being conducted.

38. Promote or assist in the promotion of any Company or association having objects similar to the object of the Company.
39. Promote and / or become a member of any Company or Companies, (whether limited by Shares or guarantee or both) body or association (whether corporate or not) for the purpose of acquiring all or any of the property rights and liabilities of the Company, and / or for the furtherance of the objects or any of them in this company.
40. Obtain any provisional rule, order stature or other legislative provision or enactment for enabling the Company to carry any of its objects into effect or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
41. To mobilize resources for the infrastructure projects in Urban Areas by using and acquiring the land available with Urban Local Bodies / Improvement Trusts etc. by way of sale, lease, development, co-development, revenue sharing, transfer and auction etc. thereof to attain the main objectives of the Company.
42. To appoint managers including Asset Managers, engineers, contractors, brokers, canvassers, agents and other persons and to establish and maintain agencies or branches in any part of India or elsewhere for the purposes of the Company and to discharge and to discontinue the same.
43. To create any subscription fund, sinking funds, reserve funds, insurance funds, or any other special funds whether for repairing, improving, extending, or maintaining any of the property of the

Company or for any other purpose conducive to the interest of the company or the staff or labour or for any development fund.

44. Do all such other lawful things as are incidental or conducive to the attainment of the above objects

45. Provided that the Company shall not support with its funds, or endeavor to impose on, or procure to be observed by its members or others, any regulations or restriction which, as objects of the Company would make it a Trade Union.

2. Invitation for Proposal

1.1. Invitation

- a) Through this Expression of Interest (EOI), PMIDC intends to engage the services of a Company Secretary Firm on retainer basis for performing day to day activities of the Company.
- b) The applicant may be a Company Secretary/ Company Secretary Firm or a Company and must have extensive experience of management of Government companies.
- c) The EOI document can be posted /submitted to reach the designated office at designated time as desired in the EOI .
- d) The company may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of the department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.2. Terms of Reference/Scope of Work

The Company Secretary / the dedicated personnel attached to PMIDC by the Company Secretary Firm would be required to undertake the following responsibilities.

1. Preparation & Advice on Issue of notices for Board and General Meetings, Meeting of Executive or other Committee constituted in accordance with the Articles of Association of the Company, coordinate all arrangements for the meetings of the Board, General Body, Executive and other committees to ensure that they are properly organized and conducted and that minutes are accurately recorded.
2. Advice on all statutory and constitutional requirements to ensure that business is conducted in a proper and effective manner.

3. Circulate decisions of the Board , Executive and other Committees to all relevant parties and take any necessary follow up action to record progress on the same .
- 4 Keep Board, Executive and other committee members informed of all issues relevant to them.
- 5 Prepare any returns and records required by statue to ensure that the organization conducts its business in a legal and proper manner.
6. Submission of returns, to the Registrar of Companies; such returns may be in respect of changes in particulars required to be made in some of the Directors, or in respect of certain specific provisions of the Act or amendment of Article of Association.
7. Receive notices on behalf of the company.
8. Prepare the annual report of the organization in accordance with legal and constitutional requirements.
9. Maintenance and proper safekeeping of the following records:
 - i) Register of Members
 - ii) Register of Directors, Secretaries and Managers
 - iii) Register of Directors' shareholdings
 - iv) Register of Substantial Shareholdings
 - v) Register of Charges
 - vi) Register of Debenture holders, if any
 - vii) Minute books of General and Directors' MeetingsProper maintenance of the Company's other statutory books
8. All other compliance as contemplated under the Companies Act as applicable to the companies.

1.3. Eligibility

The bids will be screened on the basis of the following essential eligibility criteria.

- The applicant may be individual or Firm or a Company Certified under the Companies Act 1956.
- The applicant must have an office in Chandigarh, Panchkula or Mohali.
- Should be registered with the Institute of Company Secretaries of India (self attested copy to be enclosed)
- Should have been enlisted as Company Secretary / Company Secretary Firm for at least for last 5 years.
- Should have experienced in handling the Company Law Affairs/ matters of the Govt. organization / Corporation.
- Should have worked as a Company Secretary or should be Company Secretary firm attached to a company having turnover of more than Rs.2 Crores.
- The Company Secretary Firm should have minimum average annual turnover 10 Lakhs during the last three years ending 31st March 2016 (Copies of latest Audited financial statements need be submitted for verification).

1.4. Period of engagement

The term for engagement of the Company Secretary Firm on contract basis will initially be for 2 year, which could be further extended by the PMIDC.

1.5. Reporting Requirements

The Company Secretary Firm will depute dedicated personnel who will report to designated official(s) nominated by the Company for day to day interaction. The designated officer(s) so nominated will also act as the counterpart to provide the necessary support to the Company Secretary / the dedicated personnel attached to PMIDC by the Company Secretary Firm on the Company related matters of PMIDC.

1.6 TERMINATION:

The Contract of the Company Secretary Firm may be terminated, incase performance of the Company Secretary firm is not satisfactory, on giving 3 months written notice by PMIDC.

3. Instructions to Bidders (ITB)

2.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this EOI have the following meanings:

a) **“Bidder”** means firm/ company/agency who submits proposal in response to

Request for Proposal document.

b) **“Committee”** means committee constituted for evaluation of Proposals.

c) **“Contract”** means the Contract entered into by the agency for the appointment of Chartered Accountant along with the entire documentation specified in the EOI.

d) **“Company ”** means Punjab Municipal Urban Infrastructure Development Company

Punjab.

e) **“GCC”** means General Contract Conditions

f) **“ITB”** means Instructions to Bidders

g) **“IFP”** means Invitation for Proposals

h) **“Last Three Financial Years”** means

For firms with FY; **2013-14, 2014-15 & 2015-16**

“Personnel” means professional and support staff

i) **“Proposals”** means proposal submitted by bidders in response to the EOI issued by the company

j) **“Services”** means the work to be performed by firm/ company/agency

k) “**SOW**” means Scope of Work

2.2 Conflict of Interest

The firm/ company/agency_ should provide professional, objective, and impartial service and at all times hold the Company’s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. Firm/ company/agency shall not deploy former employees of the Punjab Government in any assignment under the EOI.

2.3 Validity of Proposals

- a) Proposals shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of Proposal. The Department reserves right to reject a proposal valid for a shorter period as non-responsive.
- b) In exceptional circumstances, the Department may solicit the bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. Bidder granting the request will not be permitted to modify its Proposal.

2.4 Right to accept or reject Proposal(s)

The Company reserves the right to annul the EOI process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

2.5 Fraud and Corruption

It is required that the bidder submitting Proposal selected through this EOI must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

- a) For this purpose, definition of the terms are set forth as follows:
- i) **"Corrupt practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of the Company or its personnel in contract executions.
 - ii) **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Company of the benefits of free and open competition;
 - iii) **"Unfair trade practice"** means supply of services different from what is ordered on, or change in the Scope of Work.
 - iv) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- b) The Company will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- c) The Company will declare a firm/ company/agency, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm/ company/agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

2.6 Clarifications and amendments of EOI

- a) During process of evaluation of the Proposals, The Company may, at its discretion, ask bidders for clarifications on their proposal. The applicants are required to respond within the prescribed time frame.
- b) The Company may for any reason, modify the EOI from time to time. The amendment(s) to the EOI would be clearly spelt out and the bidders may be asked to amend their proposal due to such amendments.
- c) The successful bidder who qualifies in the bidding process shall sign an Indemnity Bond with the Company.

2.7 Bid processing fee and availability of EOI

- 3 The document for EOI could be obtained from PMIDC Office on payment of non-refundable amount of Rs. 500/- by DD/ Pay Order payable at Chandigarh in favour of **Punjab Municipal Development Infrastructure Company** towards cost of the document. Alternatively, the document may be directly downloaded from the PMIDC Website www.pmidc.punjab.gov.in In the event the document is downloaded from the website, the applicant shall furnish a Demand Draft/Banker's cheque for Rs. 500/- only drawn in favour of '**Punjab Municipal Development Infrastructure Company**' payable at Chandigarh with their offer without which the proposal will not be considered.

2.8 Critical Information

The Schedule for opening & closure of Expression of Interest is as follows:-

Date of sale of EOI document is from **08.02.2017 to 03.03.2017 till 03:00 PM** Last date & time for receipt of EOI Bid is **03.03.2017 by 03:00 PM in PMIDC Office**. The technical bid will be opened **03.03.2017 at 04:00 PM in PMIDC Office**. If the last date of receipt & opening thereof happens to

EOI- For appointment of Company Secretary

be declared a holiday, the offer will be received and opened on the next working day at the same time.

2.9 Submission of Bids

Sealing and Marking of Proposals

a) The EoI as "Two Bid System" comprising of "**Technical Bid**" and "**Commercial Bid**" both of which should be sealed separately and then put together in another sealed cover. Two complete sets of Bids are to be submitted to General Manager (F&A) PMIDC at his office at Plot No 3, Sector 35, Chandigarh before the stipulated date and time The Technical Bid will be opened as per the time schedule given in **Point 2.8** of the document and Commercial Bids of the technically qualified bidders will be opened

b) Each copy of Technical Bid of the EoI should be a complete document bound as a volume separately. Different copies must be bound separately. The document should be page numbered, duly signed with seal and appropriately flagged and contain the list of contents with page numbers. Any deficiency in documentation will result in rejection of the offer.

d) Two sets of soft copies of the Technical Bid of EoI should also be submitted, in the form of a non re-writeable CD (Compact Disc) duly signed by the Company Secretary /authorized representative, in case of a Firm, using a "Permanent Pen / Marker" and should bear the name of the Company Secretary or the Company Secretary Firm.

d) The "Technical Bid" shall contain Bid Security and all other technical details / documents in support of the offer. There will be no mention of price anywhere in the Technical Bid. The EOI may be sent by Registered Post or through Courier Service or handed over personally addressed to **General Manager, PMIDC** so as to reach on or before the exact date and time for receipt as indicated above.

For bringing commitment of bidders into the bidding process, all bidding individuals/firms shall furnish a Demand Draft/Banker's cheque for Rs. 10,000/- (Rs ten thousand only) drawn in favour of '**Punjab Municipal Development Infrastructure Company (PMIDC), Chandigarh, which will be refundable to bidders except for successful bidder within one week from opening of financial bids.**' The deposit thus made by successful bidder will be retained till the end of initial contract period of 2 year treating it as performance security and will be refunded after the completion of initial contract

2.10 Document to be submitted by the Bidder

The Technical Bid shall be complete with the following documents:

- Expression of Interest in **Form -I.**
- Details of experience working as Company Secretary in **Form-II**
- Details of experience of working as Company Secretary in Central/State Govt. Owned Company in **Form-III**
- Details of experience of preparation of Company Reports for companies having turnover more than Rs.2 Crores in **Form-IV**
- Financial Status of the applicant in **Form-V**
- Details of relevant staff engaged with the firm in **Form-VI**

- Bid security in the form of **Bank draft/Banker Cheque for Rs 10,000/** payable at Chandigarh in the name of PMIDC.

Every sheet and all forms complete in all respect shall be signed by the person/ persons duly authorized to sign on behalf of the applicants with affixing the applicants' rubber stamp. Any / all the corrections made in the offer shall be duly authenticated by the signature of the applicant/Authorized signatory. Any documents or clarifications or any such additional information furnished subsequently shall not be taken into account. However, PMIDC reserves the right to call for such clarifications confined in scope of the tenders of the application and can call for documentary evidence of the information submitted, should it become necessary for proper judgment in evaluation.

2.11 **The Financial Bid**

The Financial Bid will contain price Schedule and all the Commercial details of the offer. A format for Commercial Bid is prescribed in **Form-VII** and it is expected to be all inclusive lump sum amounts covering all items of the work. The price bid should be unconditional inclusive of all charges and taxes (excluding service tax). The price bid in any other format is liable to be rejected

2.12 **Cost of EOI**

The Company Secretary / Company Secretary Firm shall bear all costs associated with the preparation and submission of its EOI, including cost of presentation for the purposes of clarification of the bid, if so desired by the Purchaser. The company will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process of the EOI.

2.13 **Disclaimer**

- a) The PMIDC shall not be responsible for any late receipt of Tender application for any reasons whatsoever. The applications received late will not be considered and returned unopened to the applicant.
- b) The PMIDC. reserves the right
 - i) To reject any / all application(s) without assigning any reasons thereof.
 - ii) To relax or waive/amend any of the conditions stipulated in this document as deemed necessary in the best interest of the PMIDC, without assigning any reasons thereof. Any waiver/relaxation/ modification/amendment of any part/parts of the Eoi document/criteria set in the Eoi document will be duly notified in the website of Punjab Govt. www.pmidc.punjab.gov.in.It will be the responsibility of the bidders to check the website from time to time as no intimation will be sent individually nor will any prayer for extension of time or exemption of any Clause be entertained at the time of evaluation of Bids.
 - iii) To include any other item in the Scope of work at any time before or after selection.

2.14 **Rejection of EOI**

The application for Company Secretary Firm is liable to be rejected if:

- a) The application is not covered in proper sealed cover with superscription as indicated above.
- b) Not in prescribed form and not containing all required details.
- c) Not properly signed.
- d) Received after the expiry of due date and time.
- e) Offer is received by telex, fax, telegram or e-mail.
- f) Bid received without cost of EOI document if downloaded from website.

g) Bid received without Security Deposit.

2.15 **Authorized Signatory**

The term “Company Secretary or Company Secretary Firm” as used in the EOI shall mean the one who has signed the EOI document forms. The Company Secretary / the person signing on behalf of Company Secretary Firm should be the duly Authorized Representative of the Company Secretary or Company Secretary Firm for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Company Secretary or Company Secretary Firm shall be annexed to the bid. The Company may reject out rightly any proposal not supported by adequate proof of the signatory's authority. The Company Secretary or Company Secretary Firm should indicate their contact details in the offer.

2.16 **Evaluation**

The selection of the firm will be based on the lowest Cost based selection (LCBS). The Financial bid will be opened only for those companies who have scored more than 60 marks in technical Evaluation. The maximum marks for each activity of technical bid are as under:

Sr. No	Activities	Max. Score
1	Details of experience working as Company Secretary	20 marks
2	Detail of experience of working as Company Secretary in Central / State Govt .Owned company.	20 marks
3	Details of experience of Company Reports having turnover of more than Rs.2 crores	20 marks
4	Average Annual Turnover of Firm for the last three years.	20 marks
5	Total strength of Qualified CS	20 marks

Activity No. 1:- Details of experience working as Company Secretary

Relevant Experience	Weightage
5 years	5 marks
5 years – 10 Years	10 marks
10 Years or more	15 marks

Activity No. 2:- Detail of experience of working as Company Secretary in Central / State Govt .Owned company.

Relevant Experience	Weightage
Less than 5 years	10 marks
More than 5 years – 10 Years	15 marks
More than 10 years	20 marks

Activity No. 3:- Details of experience of Company Reports having turnover of more than Rs.2 crores.

Relevant Experience	Weightage
Less than 5 years	10 marks
5 years – 10 Years	15 marks
More than 10 years	20 marks

Activity No. 4:- Average Annual Turnover of Firm for the last three years.

Relevant Experience	Weightage
10 lacks per anum	10 marks
More than 10 lacks – 25 Lacks	15 marks
25 Lacks or more	20 marks

Activity No. 5:- Total strength of Qualified CS

Relevant Experience	Weightage
2 Qualified CS	10 marks
More than 2	20 marks

4. Bid Proposal Proforma

FORM – I

EOI Letter Proforma

To

_____.

PMIDC

Sub: Engagement of Company Secretary for PMIDC.

Sir,

The undersigned having read and examined in detail all the EOI documents in respect of appointment of a Company Secretary in PMIDC on retainership basis to perform the duties and responsibilities of Company Secretary as defined in the Companies Act, 1956 as amended from time to time, do hereby express the interest to perform the duties and responsibilities as specified in the scope of work.

Details:

1. Name of the applicant/ applicant Company
2. Address
3. Name, designation & address of the person to whom all references shall be made in case of applicant is a Company
4. Telephone (with STD code)
5. Mobile No. of the contact person
6. E-mail of the contact person
7. Fax No. (with STD Code)

The Following documents are enclosed forming part of EOI

- a. Statement of Applicant in Form –I
- b. Details of educational qualification and experience in Form – II.
- c. Details of experience of working as Company Secretary in Central/State Govt.

EOI- For appointment of Company Secretary

Owned Company in Form-III.

- d. Details of experience of preparation of company reports in Form – IV.
- e. Details of Financial status of the applicant in Form –V.
- f. Details of relevant staff engaged with the firm in Form – VI.
- g. Details of Commercial bid in Form-VII
- h. Other information sought in the scope of work.

I/ We hereby declare that my/ our EOI is made in good faith and the information contained is true and correct to the best of my/ our knowledge and belief.

Thanking you,

Yours faithfully

(Signature of the Applicant)

Name:

Designation:

Place: Date ____ Witness:

Signature _____

Name _____

Address _____

FORM-II

Details of experience working as Company Secretary

Sl. No.	Name	Date of Birth	Name of the Co (s) with Location	Nationality	Experience as CS (no. of years)

Date....

Place....

(Signature of Applicant)

FORM-III

**Details of experience/ Assignments of working as Company Secretary
in Central/State Govt. Owned Company**

- A. Companies for which the applicant has worked as Company Secretary
- B. Companies in which the applicant is performing as Company Secretary.

Sr No	Name of the Co (s) with Location	Whether a fully Government Owned Company	Name & address of the Client	Date of appointment	Period of appointment

Any other information

- 1.
- 2.
- 3.

Date....

Place...

(Signature of Applicant)

FORM-IV

**Details of experience of serving secretarial services to Companies
having Annual Turnover of more than Rs.2 Crores**

Sr No	Name of the Co (s) with Location	Authorized Share capital of the company	Whether a fully Government Owned Company	Name & address of the Client	Date of appointment	Period of appointment

Date....

Place...

(Signature of Applicant)

FORM- V
FINANCIAL STATUS OF THE APPLICANT

Company Secretary Firm are to submit tax returns for the last three years along with the following details for the last three years:

(All Amount to be mentioned in INR)

Tax Return for the Year	2013-14	2014-15
2015-16		

Net worth

Net Profit (in case of firm)

Total value of contract during the financial year

Bank References and address

Place

Date

(Signature of Applicant)

FORM-VI
RELEVANT STAFF ENGAGED WITH THE FIRM

Sl. No.	Name	Qualification	Full time/Part time	No. of service Year with the Applicant	Experience

Date....

Place....

(Signature of Applicant)

FORM-VII

Financial Bid

Format for Quoting Rate against Category of Works.

Name of Activity	Rate on Monthly lump-sum Basis (Excluding Service Tax)
Company related Matters	

For filing Forms>Returns/Applications for Registration, or any other statutory obligations / charges for representing the Company in any Offices, will be charged on actual case to case basis based on discussion with the Management of the Company.

(Authorized Signatory)
(Name & Title of Signatory)
Name and Address of the Firm