

**HIMACHAL PRADESH STATE ROAD AND OTHER INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED (HPRIDCL)**

Expression of Interest (EoI) –cum- Request for Proposal

for

Engagement of Company Secretary in HPRIDCL on monthly retainer ship fee basis.

LETTER OF INVITATION

Dear Sir/Madam:

Subject: Engagement of Company Secretary on monthly retainer ship fee basis in HPRIDCL.

1. The Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDCL) invites the eligible candidates to submit technical and financial proposals for engagement of Company Secretary in the HPRIDCL which could form the basis for future negotiations and ultimately a contract between successful Candidate and the Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDCL).
2. The purpose of this assignment is to:-
 - a. Conduct Board and General Meetings and record their minutes.
 - b. Maintain the Memorandum and the Articles of Association of the company,
 - c. Keep a register of all past and present Directors of the company.
 - d. Maintain a register of all past and present shareholders of the company.
 - e. Framing corporate governance policies and procedures.
 - f. Advising the Chairman and the Board on important issues.
 - g. Ensuring that the company is in compliance with all applicable laws
 - h. Maintaining important company records like tax records, pension detail etc.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Supplementary information for applicant, including a suggested format of curriculum vitae (Annexure 2); and
 - (c) A sample format of the contract for candidates services under which the service will be performed (Annexure 3).
4. **The Submission of Proposals:** The proposals shall be submitted in two parts, viz., Technical and Financial and should follow the form given in the "Supplementary Information for Candidates."
5. The "**Technical**" and "**Financial**" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the supplementary information for candidates. The first envelope marked "**Technical proposal**" should include the description of the firm/organization, the firms general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment. The first envelope should not contain any cost information whatsoever. The second envelope marked 'FINANCIAL

PROPOSAL' must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the services.

Both the sealed envelopes should again be placed in a sealed cover which will be received in the office of the Director, State Roads Director (Projects) , HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla-171002(H.P) upto 15:00 hours on April 10, 2025.

6. Opening of Proposals:-

The Proposals (first envelope containing Technical Proposal only) will be opened in the office of the Director (Projects), State Roads Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla-171002(H.P) at 15:30 hours on April 10, 2025. It may please be noted that the second envelope containing the detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all candidates.

7. Evaluation

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated using the following criteria:-

Criteria	Maximum Marks
1. Educational Qualification	[30]
• As mentioned in the TOR	
2. Work Experience	[70]
• Total professional experience	25
• Working with Central Ministries/State Governments/ Urban Local Bodies/ companies having paid up share capital of Rs. 10 crore or more.	15
• Work experience in companies /corporations dealing with projects under the funding of Donor Agencies like World Bank/ ADB etc.	15
• Working as a <u>Company Secretary</u>	15
Total Marks	100

8. Deciding Award of Contract

Quality and competence of the service shall be considered as the paramount requirement. The decision of the award of the contract would be as under:

- (a) Technical proposals scoring not less than 70 % of the total marks will only be considered for financial evaluation.

HPRIDCL shall notify those candidates whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Company shall simultaneously notify the candidates that have secured the minimum qualifying mark, indicating the date and time set for opening of Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

- (b) The Financial Proposals shall be opened publicly in the presence of the candidates who choose to attend. The name of the candidate, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Company shall prepare minutes of the public opening.
- (c) The evaluation committee will determine whether the Financial Proposals are complete [i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the HPRIDCL will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude local taxes.
- (d) Thereafter, the candidate will be selected on the basis of **Quality and Cost-Based Selection (QCBS)**, where the total score is calculated by weighting the technical and financial scores and adding them as per the formula :

$$\text{Total Score} : St \times T\% + Sf \times P\%$$

While evaluating the proposals, the lowest evaluated Financial Proposal is given the maximum financial score (Sf) of 100.

For determining the financial scores (Sf) of all other proposals is calculated as under:

$Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weightage given to the Technical (T) and Financial (P) proposals are T = 70, and P = 30.

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T= the weight given to the Technical Proposal; P = weight given to the financial Proposal; T + P = 1) as following :

$$\text{Total Score } S = St \times T \% + Sf \times P \%$$

The Candidate with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

- (e) During negotiations the candidate must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by him, as may be required. If the negotiations with this candidate are successful, the award will be made to him and all other candidates notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with this candidate, the candidate with second lowest financial proposal will be invited for negotiations. This process will be repeated till an agreed contract is concluded.
9. Candidates are requested to hold their proposal valid for 90 days from the date of submission during which period they shall maintain without change, their proposed price. The Himachal Pradesh State Roads and Other Infrastructure Limited will make its best efforts to select the candidate
 10. The contract will be commenced immediately.

11. Tax Liability

Please note that the remuneration which the selected candidate receive from this contract will be subject to the normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard, if required.

Yours Sincerely,



[Er. Pawan Kumar Sharma]

Director (Projects),

State Roads Project, Himachal Pradesh

Road and Other Infrastructure Development Corporation Limited,

Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P),

Facsimile +91-177-2620663, E-mail pdsrp-hp@nic.in

Enclosures:

Annexure 1. Terms of Reference.

Annexure 2. Supplementary Information to Candidates.

Annexure 3. Draft contract under which service will be performed.

TERMS OF REFERENCE**Terms of Reference (ToR) for Company Secretary, HPRIDC**

Assignment Title: Engagement of Company Secretary in HPRIDCL on monthly retainer ship fee basis.

Himachal Pradesh Road & Other Infrastructure Development Corporation Limited, a wholly owned Company of Government of Himachal Pradesh was incorporated on 10.06.1999 under the Companies Act, 1956, with the main objective of developing Roads, Bridges & other infrastructure in the State of Himachal Pradesh. HPRIDCL is an organization in Himachal Pradesh, engaged in fostering the growth of infrastructure development in the State.

Himachal Pradesh Road and Other Infrastructure Development Corpn. Ltd. (the Corporation or Company) intends to engage a Company Secretary in practice who is member of the Institute of Company Secretaries of India (ICSI), for conducting the secretarial work of the Corporation and to advise the company on Company Law matters, Corporate Affairs, Good Corporate Governance Practices, Compliances & procedural aspects etc.

Scope of work

The Company Secretary would be required to undertake the following responsibilities with respect to Compliance Management /Company Law Related;-

- Ensure all Compliances under the Companies Act, 2013;
- Maintenance of all Registers and Records prescribed under Companies Act, 2013;
- Preparation and certification of Returns/forms required to be filed the MCA/RoC;
- Coordination of all Meetings of Board, members etc. and associated works;
- Coordination with statutory Auditors/Internal Auditors;
- Compilation of Agenda, Minutes, Annual Reports/Directors Reports etc.;
- Any other related function that may be assigned by the Board from time to time;
- Any other work assigned by the Managing Director of the Company pertaining to the Companies Act.

Qualification and experience**1. Qualification:**

- A) Must have qualified Company Secretary Course from the Institute of Company Secretaries of India.
- B) Must have Bachelor Degree in Commerce from a recognized university. Candidates with

higher qualification in the stream (Commerce/Company Law) shall be preferred.

2. Experience:

- A) He/ She should have relevant experience in handling compliance management assignments of HP State Government owned Companies/corporations.
- B) He/ She should have minimum 5 years' post qualification experience in full time practice as Company Secretary.
- C) Candidates having experience with Government owned companies/corporations shall be preferred.

He/ She should have experience of finalizing, preparation, certification and filing of Annual Return, issuance of Certificate of Compliances (MGT-8) and other compliance related documents of company(ies)/corporations having Paid-up share Capital of Rs.10.00 Crore or more.

Duration and Type of Engagement

The duration shall be for minimum period of one year, to be reviewed and renewed based on review of performance and work requirement. The services will be effective from date of issue of award letter and concurrence by the candidate.

The selected candidate shall be hired on monthly retainer ship fee basis.

“Monthly retainer ship Fee” shall include all the costs associated with the assignment. These shall normally cover remuneration for the Personnel man month and other expenses. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The Company (HPRIDCL) will determine whether the Financial Proposals are complete, unqualified and unconditional. The Company will select the Candidate with the Most Advantageous Proposal based on the Quality and Cost Based Selection Based System (QCBS) method, i.e the proposal with that achieves the highest combined technical and financial scores, and will be invited for negotiations.

Reporting and Performance Review

The Company Secretary will report to the Project Director of HPRIDCL through the Joint Controller (HP F&S)-cum-GM (Finance) of finance wing of HPRIDCL. The work and performance of the Company Secretary shall be reviewed by the Project Director on a periodic basis.

SUPPLEMENTARY INFORMATION FOR APPLICANTProposals

1. Proposals should include the following information:

- (a) Technical Proposals (F-1)
 - (i) Curriculum Vitae of Candidate (F-2).
 - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years in the format given in Form F-3.
 - (iii) Any comments or suggestions of the Applicant on the Terms of Reference (TOR).
 - (iv) The Applicant's comments, if any, on the data, services and facilities to be provided by the client indicated in the Terms of Reference (TOR).
- (b) Financial Proposals

The financial proposals should include the Schedule of Price Bid in Form F - 4.

2. Proposal should be submitted to the Chief Engineer-cum-Project Director, State Roads Project, Himachal Pradesh State Roads and other Infrastructure Development Ltd., Nirman Bhawan , Nigam Vihar Shimla 171002.

3. Contract Negotiations

The aim of the negotiations is to reach an agreement on all points with the candidate and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Candidate's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, and the bar chart, which will indicate periods in months and reporting schedule. Based on this, adjustments necessary will be discussed and agreed.

4. Terms of Payment *

The selected candidate shall be hired on monthly retainer ship fee basis.

FORM NO.F-1**Technical Proposal Submission Form**

From

To

Director Projects,
State Roads Project, Himachal Pradesh
Road and Other Infrastructure Development Corporation Limited,
Nirman Bhawan, Nigam Vihar, Shimla-171002 (H.P),

I, the undersigned, offer to provide the services as Company Secretary for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: "I am hereby submitting my Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "I am here by submitting my Proposal, which includes this Technical Proposal only in a sealed envelope."].*

I hereby declare that:

- a) All the information and statements made in this Proposal are true and I accept that any misinterpretation or misrepresentation contained in this Proposal may lead to my disqualification by the Client and/or may be sanctioned by the World Bank.
- (b) My Proposal shall be valid and remain binding upon me until 90 days from the date of submission.
- (c) I have no conflict of interest.
- (d) We, along with any of our sub-candidates, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any of the Government Authority.
- (e) In competing for (and, if the award is made to me, in executing) the Contract, I undertake to observe the laws against fraud and corruption, including bribery, in force in the India.
- (f) My Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

I undertake, if my Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in letter of Invitation.

I understand that the Company (HPRIDCL) is not bound to accept any Proposal that the Company receives.

Yours sincerely,

Signature {In full and initials}:

Full name:

Address:

Phone/fax:

Email:

FORM F-2

FORMAT OF CURRICULUM VITAE (CV) FOR CANDIDATE'S

Name					
Post Applied For					
Sex (Male / Female)					
Date of Birth					
PAN Number					
Address for Communication					
Key Qualification					
Total Experience					
Statement of some of the major assignments undertaken as Company Secretary					
Sr. No.	Client/Organization	Designation	Project Name	Key Task performed	Duration
A	Total Professional Experience				
1					
2					
3					
4					
5					
B	Working with Central Ministries/State Governments/ Urban Local Bodies/ companies having paid up share capital of Rs. 10.00 Crore or more)				
1					
2					
3					
4					
5					
C	Working Experience in companies/ corporations/departments etc. dealing with projects under the funding of with Donor Agencies like World Bank/ADB etc.)				
1					
2					
3					
4					
5					
(D)	Experience of working as company secretary				
1					
2					
3					
4					
5					

Sm.Assign/Individual (LS)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____
[Signature of Candidate] *Day/Month/Year*

Full name of Candidate: _____

FORM F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED
DURING LAST 5 YEARS

Outline of recent experience on assignments of similar nature:

<u>Sl.No.</u>	<u>Name of</u>	<u>Name</u>	<u>of</u>	<u>Owner</u>	<u>or</u>	<u>Cost</u>	<u>of</u>	<u>Date</u>	<u>of</u>	<u>Date</u>	<u>of</u>	<u>Was assign-</u>
	<u>assign-</u>	<u>project</u>		<u>sponsoring</u>		<u>assign-</u>		<u>commencement</u>		<u>completion</u>		<u>ment</u>
	<u>ment</u>			<u>authority</u>		<u>ment</u>						<u>satisfac-</u>
												<u>torily</u>
												<u>completed</u>
1	2	3		4		5		6		7		8

FORM F-4**SCHEDULE OF PRICE BID**

Name of Services	Amount in figures per month inclusive of all taxes	Amount in words per month inclusive of all taxes
Engagement of Company Secretary in HPRIDCL on monthly retainer ship basis		

Date: _____

[Signature of Candidate]

Day/Month/Year

Full name of Candidate: _____

Address:

Phone/Fax:

Email:

Award Letter

Subject: Engagement of Company Secretary in HPRIDCL.

(Name of Applicant / Candidate)

I herewith confirm your consulting appointment to carry out the above-mentioned assignment specified in the attached Terms of Reference.

For administrative purposes Chief Engineer-cum-Project Director, SRP, HPRIDCL has been assigned to administer the assignment and to provide the Candidate with all relevant information needed to carry out the assignment. The services will be required for one year effective from April 2025. These dates are estimates and HPRIDCL may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give you, as early as possible, notice of any such changes. In the event of termination, the (Name of Applicant / Candidate) shall be paid for the services rendered for carrying out the assignment to the date of termination, and will provide the (HPRIDCL) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

This Contract, its meaning and interpretation and the relations between the parties shall be governed by the laws of the Union of India.

Set out below are the terms and conditions under which you have agreed to carry out the assignment. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of Reference.

This Contract will become effective upon confirmation of this letter by you and will terminate on _____, or such other date as mutually agreed.

You will be paid monthly retainer ship fee

The above fee includes all the costs related to carrying out the services, including overhead and any taxes.

You will be responsible for appropriate insurance coverage. In this regard, you shall maintain medical, travel, accident and third-party liability. You shall indemnify and hold harmless, the HPRIDCL against any and all claims, demands, and/or judgments of any nature brought against the HPRIDCL arising out of the services under this Contract. The obligation under this paragraph shall survive the termination of this Contract.

All materials produced or acquired under the terms of this Contract written, graphic, film, and magnetic tape or otherwise shall remain the property of the HPRIDCL. The HPRIDCL retains the exclusive right to publish or

disseminate reports arising from such materials. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of this Contract or the execution of its other provisions.

You will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct yourself in a manner consistent herewith.

You will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.

You should agree that, during the term of this Contract and after its termination, you and any entity affiliated with you, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

You shall pay the taxes, duties fees, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

You will also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission.

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996 and its subsequent amendments.

Read and Agreed:

Place: (Signature & Name of Applicant / Candidate)

Date:

(Signature & Name of HPRIDCL Representative)

Attachment: (i) Terms of Reference and Scope of Services; and
(ii) Candidate's Reporting Obligations

