

# GUJARAT LIVELIHOOD PROMOTION COMPANY LTD.

Block No.18, 3<sup>rd</sup> Floor, Udyog Bhavan, Gandhinagar, Gujarat  
079 – 23248514, [md.glpc@gmail.com](mailto:md.glpc@gmail.com)

Ref: MM/GLPC/Tender notice/CS/4092/2015-16

Date: 25/02/2016

## INVITATION FOR EMPANELMENT OF COMPANY SECRETARY ON RETAINERSHIP BASIS

Applications are invited from Firms for Empanelment for Company Secretary for different audit and Statutory Compliance. The Application must be submitted in a two sealed cover (1- Technical & 2-Financial) at the above address latest by 6.00 p.m. of **21<sup>st</sup> March**, 2016.

The Terms & Conditions, Scope of Work is as mentioned below:

### A) TERMS & CONDITIONS:

Sr. No.	Terms	Conditions
1	Duration of Assignment	12 months from the date of signing of contract.
2	Representation and Warranties	Agency/Consultant warrants and covenants: that the services shall be performed to the highest professional standards in a safe manner in accordance with accepted practices in the field. Any single individual representing the Agency/Consultant will be providing the services during the agreed period.
3	Eligibility	a) Post Qualification 5 years gainful experience in employment/service as a Company Secretary; b) Firms/Consultant should have Average Annual turnover of at least Rs. 5 Lakh or more in last three years from practice; c) Should have office based at either Ahmedabad/Gandhinagar d) Service/experience in a PSU or Government Undertaking preferred
4	Scope of Work	Attached as "Annexure A" with the work order. All the duties will be performed independently by the Company Secretary in consultation with the Managing Director, GLPC & Joint Managing Director, GLPC
5	Minimum visits	Agency/Consultant will have to visit GLPC office four days in a month. (One visit every week)
6	Minimum Committed Outcomes	A. Statutory Duties under Companies Act, 1956/2013 B. Compliance under Income Tax Act, 1961 C. General Duties such as

		<ul style="list-style-type: none"> <li>- Responsibilities towards Directors</li> <li>- Performing Fiduciary Duties</li> <li>- Performing duties of Liaison Officer between Board, Shareholders and employees</li> <li>- Duties as Office Executive which includes correspondence, filing, accounting, taxation, registration etc.</li> <li>- Maintenance of all Statutory records</li> </ul>
7	Safety	<p>The Agency shall be responsible for safety and well-being of their professionals engaged for GLPC specific assignments in case of accident or any other untoward incident whether (natural or unnatural) that may cause physical or psychological harm.</p> <p>The Agency shall also be responsible for the safety of the GLPC material under their possession during the performance of the Services.</p>
8	Settlement of Disputes	Any difference of opinion between the GLPC and the Agency in respect of matters arising out of this Agreement shall be resolved through good faith by negotiation.
9	Payment Terms	<p>On the submission of invoice at the end of each month, the payment of Fee of Rs _____/month along with Rs. 500/visit shall be paid to the Agency/Consultant</p> <p>The said retainer fee amount will be as per the quotation received by GLPC Ltd. From the selected Agency/Consultant</p>
10	Special Rights of GLPC Ltd	<p>GLPC Ltd. Have the following exclusive rights:</p> <ul style="list-style-type: none"> <li>- To terminate the contract before the expiry of the assignment duration without any liability on GLPC Ltd., if the services of the Agency are found unsatisfactory or non-compliant with the Representation &amp; Warranties, Scope of work and Minimum Committed outcomes as mentioned in Sr. No. 2,3 &amp; 4 above</li> <li>- On urgent requirements, GLPC shall ask the Company Secretary for visits besides normal visits per month by the Company Secretary for the work mentioned in Sr. No. 3 &amp; 4 above</li> <li>- GLPC Ltd. may or may not extend the Agreement after the expiry of the assignment duration as mentioned at Sr. No. 1.</li> </ul>

The terms & Conditions as mentioned in the matrix above has to be strictly adhered to and if those are acceptable than eligible Agency/Consultant/ Firm have to submit a Technical Format & Financial Format attached ( as per prescribed format ) duly signed & sealed and submitted to GLPC Ltd office before the stipulated time limit.

Issued By

Sd/-  
Managing Director, GLPC

**Annexure A**  
**SCOPE OF WORK**

**The Scope of Work for Practicing Company Secretary to Gujarat Livelihood Promotion Co. Ltd.(GLPC), a Govt. of Gujarat Undertaking and registered as for Profit Company under Companies Act, 1956 is give here under:**

**1. Routine Work**

- Advising on legal and procedural matters falling under the Companies Act.1956 / 2013 and maintenance of secretarial records and statutory books and Registers.
- Keeping the Company informed about the latest amendments in Company law and its applicability to our Company and to complete all the necessary legal formalities as may be required to be completed by such amendments

**2. Board Meetings**

Conducting and convening Board meeting on timely basis. Facilitating the smooth operation of the company's formal decision making and reporting machinery; organizing board and board committees meetings (e.g. audit, remuneration, nomination committees etc.); formulating meeting agendas with the under discussion with Managing Director and advising management on content and organisation of memoranda or presentations for the meeting; collecting, organizing and distributing such information, documents or other papers required for the meeting; Minuting all meetings and maintaining minute books with certified copies of the minutes and that all board committees are properly constituted and provided with clear terms of reference.

### **3. General Meetings**

Ensuring that an annual general meeting is held in accordance with the requirements of the Companies Act and the companies' Articles of Association; obtaining internal and external agreement to all documentation for circulation to shareholders; preparing and issuing notices of meetings, and distributing proxy forms; trying to prepare directors for any shareholder questions and helping them create briefing materials; overseeing the preparations for security arrangements. At meetings, ensuring that proxy forms are correctly processed and that the voting is carried out accurately; co-coordinating the administration and minuting of meetings.

### **4. Memorandum & Articles of Association**

Ensuring that the company complies with its Memorandum and Articles of Association and, drafting and incorporating amendments in accordance with correct procedures.

### **5. Statutory Registers**

Maintaining the following statutory registers:

- Applications for and Allotment of Shares
- Register of Members and Share Ledger
- Register of Share Transfer
- Register of Directors, Managing Directors etc. (Section 303)
- Register of Director's Share and debenture holding (Section 307)
- Register of Charges (including Debentures) (Section 143)
- Register of Contracts (pursuant to Section 301)

## **6. Statutory Returns**

Filing information with the Registrar of Companies to report certain changes regarding the company or to comply with requirements for periodic filing. Of particular importance in this regard are:

- Annual returns
- Report & accounts
- Amended Memorandum & Articles of Association
- Returns of allotments
- Notices of appointment, removal & resignation of directors and the secretary
- Notices of removal or resignation of the auditors
- Change of registered office
- Resolutions in accordance with The Companies Act.

## **7. Report & Accounts**

Co-coordinating the publication and distribution of the company's annual report and accounts and interim statements, in consultation with the company's internal and external advisers, in particular, when preparing the directors' report.

## **8. Facilitating in Auditing Process**

Agency will be accountable for smooth conduction of the Audit process. Agency will be accountable for facilitating the auditors with the required documents.

## **9. Share Registration**

Maintaining the company's register of members; dealing with transfers and other matters affecting share-holdings; dealing with queries and requests from shareholders.

## **10. Shareholder Communications**

Communicating with the shareholders

## **11. Share and Capital Issues and Restructuring**

Implementing properly authorized changes in the structure of the company's share and loan capital; devising, implementing and administering directors' and employees' share participation schemes.

## **12. Corporate Governance**

Continually reviewing developments in corporate governance; facilitating the proper induction of directors into their role; advising and assisting the directors with respect to their duties and responsibilities, in particular compliance with company law; counselling them when preparing presentations and memoranda

## **13. Non-Executive Directors**

Acting as a channel of communication and information for non-executive directors.

## **14. Company Seal**

Ensuring the safe custody and proper use of any company seals.

## **15. Registered Office**

Establishing and administering the registered office; attending to the receipt, coordination and distribution of official correspondence received by the company, sent to its registered office; ensuring the provision of facilities for the public inspection of company documents.

## **16. Company Identity**

Ensuring that all business letters, notices and other official publications of the company show the name of the company and any other information as required by the statutes and that company name plates are displayed in a conspicuous place.

## **17. General Compliance**

Monitoring and laying in place procedures which allow for compliance with relevant regulatory and legal requirements, particularly under the Companies Acts including legal requirements on retention of documents; retaining the minimum set of records required for commercial reasons; ensuring that procedures are in place to allow adequate historical archive to be maintained.

### **17. Other secretarial work as and when required**

Procedure for

- Alternation of Articles of Association.
- Alternation of object clause of Memorandum of Association.
- Increase in Authorized Share capital of the Company.
- Shifting of Registered office of the Company within the state.
- Getting Certificate Copy of any Form or document from the record of ROC.
- Maintenance of all records

**(On letter head of Firm/Proprietorship/Individual)**  
**PROFORMA FOR TECHNICAL BID**  
**(For conducting Company Secretarial work of GLPC Ltd)**

1	Name of the tenderer/Agency /Consultant	
2	Name of Partners/Proprietors along with their Membership Number	
3	Address of the Head Office of the tenderer/Agency /Consultant	
4	Address of Branch Offices	
5	Firm Registration No.	
6	Phone No./Fax/e-mail ID	
7	Whether proprietary firm or partnership firm	
8	Previous experience of undertaking Company Secretarial work/services in Companies established under Companies Act. (User list signed by Authorized signatory to be attached).	
9	PAN No. given by the IT Department (copy to be enclosed) Service Tax No. (if any) (copy to be enclosed)	
10	Registration Certificate issued by the Institute of the Companies Secretaries of India (copy to be enclosed)	
11	Signed declaration /acceptance of tender terms & conditions in attached format.	

I /We hereby affirm that GLPC Ltd has the liberty to take action against me/us as per the terms and conditions of Tender Documents, if the above said statement proves to be wrong at any point of time.

Signature of Authorized Person of the firm/ proprietor etc. with Seal & Stamp.

Place: Name: \_\_\_\_\_

Dated: Designation: \_\_\_\_\_

Membership No. \_\_\_\_\_



(On letter head of Firm/Proprietorship/Individual)

**PROFORMA FOR FINANCIAL BID**

Ref: MM/GLPC/Tender notice/CS/1092/2015-16

Date: 25/02/2016

...(Firm Name)..... do hereby declared that we have read the Terms & Condition laid down in the notice referred above of GLPC Ltd and are eligible to apply for the said assignment.

Below is the monthly fee (in Rs) for the Company Secretarial services to GLPC Ltd:

Particulars	Rates/fee offered inclusive of all taxes and charges ( including Income Tax, Service Tax/TA/DA, etc)	
	(Rs.) In figures	(Rs.) In words
Total Amount		

Note:-

1. In case of discrepancy between the prices quoted in words and figures, lowest of the two will be considered.
2. Rates/Fee is inclusive of all taxes and charges and TA, DA.

I \_\_\_\_\_ S/O Sh. \_\_\_\_\_ working as \_\_\_\_\_ or Proprietor in (name of the firm and firm address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the firm to sign the tender. I, hereby declare and certify through the firm that I have accepted all the terms & conditions mentioned in this tender and I shall abide by all the terms & conditions of tender/work award letter in the event of acceptance of my/our tender.

Signature & Seal: \_\_\_\_\_  
Dated: \_\_\_\_\_