हडको क्षेत्रीय कार्यालय - चेन्नै
HUDCO Regional Office - CHENNAI
हाउसिंग एण्ड अर्बन डेवलपमेन्ट कॉर्पोरेशन लिमिटेड, (भारत सरकार का उपक्रम) Housing and Urban Development Corporation Ltd., (A Govt. of India Enterprise)
5 वीं मंजिल, तालमुत्तु नटराजन बिल्डिंग, # 1, गांधी इर्विन रोड, एगमोर, चेन्नै - 600 008. दूरभाष : 044-2841 2711/2841 3282-83. ईमेल : cro@hudco.org
5th Floor, Thalamuthu Natarajan Building, # 1, Gandhi Irwin Road, Egmore, Chennai - 600 008. Phone : 044-2841 2711/2841 3282-83. E-mail : cro@hudco.org
GST No. : 33AAACH0632A1ZK

No. HUDCO/CRO/SIGNA/2026 **Date: 17/11/2026**

NOTICE INVITING TENDER

Sub: Notice Inviting Tender for Appointment of Practising Company Secretary (PCS)for Providing Advisory and Execution Services towards Dematerialization and Transfer of 13,000 Equity Shares held by HUDCO in M/s. Signa Infrastructure India Limited – Reg.

Housing and Urban Development Corporation Limited (HUDCO), a Government of India Enterprise, is a premier national techno-financial institution in the field of Housing and Urban Development. HUDCO, Regional Office, Chennai, is located at 5th Floor, CMDA Tower-I, Gandhi Irwin Road, Egmore, Chennai – 600008.

HUDCO currently holds **13,000 equity shares out of the total share capital of 50,000 equity shares** in M/s. Signa Infrastructure India Limited (CIN: U45209TN2006PLC060804), a unlisted company registered under the jurisdiction of the Registrar of Companies (ROC), Chennai. The Shares are in physical form with distinctive Numbers 36401-49400 vide share certificate dated 29th September 1997.

HUDCO proposes to undertake the dematerialization of its existing physical shareholding through the National Securities Depository Limited (NSDL), followed by completion of the requisite statutory and legal formalities for transfer of the shares, with a view to achieving a complete strategic exit from M/s. Signa Infrastructure India Limited as per the Joint Venture Agreement dated 22.05.2006 executed between HUDCO and MARG Constructions Ltd (Name Changed to MARG Limited).

In this regard, HUDCO, Regional Office, Chennai, invites sealed tenders from eligible Practising Company Secretary (PCS) having the requisite expertise and experience in corporate law, secretarial compliance, dematerialization of shares and share transfer procedures for undertaking the following assignment.

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पंजीकृत कार्यालय : कोर 7 ए, हडको भवन, भारत पर्यावास केन्द्र, लोधी रोड, नई दिल्ली-110 003
दूरभाष : 011 - 2464 8160, फैक्स : 011-2462 5308, आई एस ओ 9001:2015 प्रमाणित कम्पनी
वेबसाइट : www.hudco.org.in सी आई एन : L74899DL1970GOI005276 जी.एस.टी : 07AAACH0632A1ZF
Regd. Office : Core 7 'A', HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi-110 003.
Tel : 011 - 2464 8160, Fax : 011-2462 5308, AN ISO 9001:2015 Certified Company,
website : www.hudco.org.in CIN : L74899DL1970GOI005276 GST : 07AAACH0632A1ZF

Profitability with Social Justice
हडको hudco

1. Scope of Work

The selected professional firm shall provide end-to-end professional advisory, secretarial, statutory and execution services covering the following activities:

Phase I – Information Extraction and Due Diligence

1. Coordination with MARG Group / M/s. Signa Infrastructure India Limited management for obtaining the necessary shareholding details, statutory registers, financial records and other relevant documents.
2. Examination and verification of existing physical share certificates, shareholding records and related corporate documents.
3. Preparation and compilation of necessary due diligence documentation and compliance papers.
4. Coordination and arrangement of meetings with the Managing Director, Directors, Statutory Auditors and Chartered Accountants of the company, wherever required, for finalizing the exit process.

Phase II – Dematerialization of Shares through NSDL

1. Execution of the necessary secretarial and legal procedures for conversion of HUDCO's existing physical shareholding into dematerialized form.
2. Verification and preparation of Dematerialization Request Forms (DRF), original share certificates, corporate resolutions and other supporting documents.
3. Coordination with the Depository Participant (DP) and NSDL for processing the dematerialization request.
4. Follow-up and resolution of discrepancies, if any, arising during the dematerialization process.
5. Ensuring credit of the dematerialized shares to HUDCO's designated demat account.

Phase III – Statutory and Regulatory Coordination

1. Preparation and filing of applicable statutory forms, declarations, notifications and other requisite documents with the Registrar of Companies (ROC), Chennai, wherever required.
2. Coordination and liaison with ROC Chennai, NSDL, Depository Participants and the secretarial team of the company.
3. Obtaining necessary confirmations, acknowledgements and approvals from the concerned authorities.
4. Ensuring compliance with applicable statutory and regulatory requirements relating to the proposed transaction.

Phase IV – Share Transfer and Exit Finalization

1. Undertaking the necessary secretarial and legal formalities for transfer of the dematerialized shares held by HUDCO. The Transfer of the dematerialised shares shall be as per Joint Venture Agreement executed between HUDCO and MARG Construction Limited (Name Changed to MARG Limited).
2. Coordination with the company and other concerned stakeholders for completion of the share transfer.
3. Verification of the transfer records and obtaining confirmation of successful transfer of the shares.
4. Submission of complete transaction records, dematerialization confirmation, transfer confirmation and applicable compliance certificates to HUDCO.

The selected PCS shall be responsible for coordinating and completing all professional and secretarial activities within the agreed scope of work.

2. Deployment of Dedicated Personnel

The selected Practising Company Secretary shall:

1. Deploy dedicated and qualified professionals, including Practising Company Secretaries and corporate law / legal compliance specialists, for the assignment.
2. Nominate a Lead Professional as the Single Point of Contact (SPOC) for coordinating with HUDCO, MARG Group, M/s. Signa Infrastructure India Limited, ROC Chennai, NSDL and other concerned stakeholders.
3. Ensure timely completion of all documentation, statutory filings, follow-ups and other activities within the stipulated schedule.

3. Eligibility Criteria and Technical Bid

Interested Professional Company Secretary shall submit their technical credentials and supporting documents in the prescribed format as per **Annexure-A.**

The following documents/details shall be furnished:

1. Profile and registration particulars of the Professional Company Secretary.
2. Valid registration with the Institute of Company Secretaries of India (ICSI), wherever applicable.
3. Details of partners / proprietors / qualified professionals and their relevant experience.
4. Experience in dematerialization of physical shares, share transfer, corporate restructuring, ROC filings and other related secretarial assignments.
5. Details of similar assignments successfully completed during the last Five Years years, along with supporting documentary evidence.
6. Details of dedicated personnel proposed to be deployed for the assignment.
7. Details of the firm's office in Chennai and contact particulars.

8. Undertaking in the prescribed format as per Annexure-C.

Only satisfying the eligibility requirements and found technically suitable by HUDCO shall be considered for opening of the financial bids.

4. Financial Bid and Professional Fee

The interested firms are requested to quote their professional fees for the entire assignment in the prescribed format as per **Annexure-B**.
The Estimated Tender Value for the complete assignment is fixed at:
₹4,00,000/- (Rupees Four Lakh Only), excluding GST.

The financial bid shall cover all professional advisory services, due diligence, documentation, meetings, dematerialization procedures, ROC coordination, dedicated personnel deployment, share transfer formalities and completion of the assignment as specified in the Scope of Work.

The contract shall be awarded to the lowest financial bidder (L1) among the technically qualified bidders, subject to HUDCO's approval and applicable procurement guidelines.

5. Statutory Charges and Taxes

1. The professional fee quoted shall be exclusive of applicable GST.
2. No additional professional charges/Expenses shall be payable over and above the accepted quoted fee.

6. Estimated Work Schedule

The assignment is expected to be completed within approximately six weeks from the date of commencement, subject to receipt of the requisite documents and cooperation from the concerned company and statutory authorities.

The indicative schedule shall be as follows:

Milestone	Key Deliverables	Timeline
Milestone 1	Data extraction, due diligence documentation and meetings with MD / CA	Weeks 1–2
Milestone 2	NSDL dematerialization submission and necessary secretarial / ROC filings	Weeks 3–4
Milestone 3	Credit of dematerialized shares to HUDCO's designated demat account	Week 5
Milestone 4	Share transfer execution and final exit completion	Week 6

The above timeline is indicative and shall be subject to the processing time of NSDL, Depository Participants, ROC and other concerned authorities.

7. Payment Terms

Payment of professional fees shall be made on satisfactory completion of the assignment and submission of the key deliverables, duly verified and accepted by HUDCO.

Sl No	Key Deliverables	Percentage of Fees(%)
1	Along with Work order:	30% of Fees
2	On Obtaining ISIN Number for Signa Infrastructure India Limited	30% of Fees
3	On Transfer of HUDCO Shareholding to Marg Constructions Limited or its Nominees as per Joint Venture Agreement dated 22.05.2006 executed between HUDCO and MARG Constructions Ltd(Name Changed to MARG Limited).	40% of Fees

The applicable GST shall be paid separately against submission of a valid tax invoice, subject to statutory deductions, including TDS, as applicable.

8. Period of Engagement

The engagement shall initially be for completion of the above assignment within the stipulated period of approximately six weeks. Any extension required due to reasons beyond the control of the selected firm shall be subject to prior approval of HUDCO.

9. General Terms and Conditions

1. The selected PCS shall maintain strict confidentiality regarding all information, records and documents obtained during the assignment.
2. The PCS shall not disclose any information relating to HUDCO or the proposed transaction to any third party without prior written approval of HUDCO.
3. The firm shall ensure that there is no conflict of interest in undertaking the assignment.
4. All documents, reports, certificates and other deliverables prepared for the assignment shall be submitted to HUDCO.
5. The selected PCS shall comply with all applicable provisions of the Companies Act, 2013, Depositories Act, 1996, applicable rules and regulations, and other relevant statutory requirements.

6. HUDCO reserves the right to accept or reject any or all tenders, cancel or modify the tender process or seek clarification from bidders without assigning any reason thereof.
7. The decision of HUDCO in respect of the selection of the PCS shall be final, subject to applicable rules and guidelines.

10. Submission of Tender

The tender shall be submitted in **two separate sealed envelopes**:

- **Envelope-I: Technical Bid – Annexure-A**
- **Envelope-II: Financial Bid – Annexure-B**

Both envelopes shall be placed in one sealed outer envelope superscribed:

"TENDER FOR APPOINTMENT OF PRACTISING COMPANY SECRETARY (PCS)FOR DEMATERIALIZATION AND TRANSFER OF 13,000 EQUITY SHARES HELD BY HUDCO IN M/S. SIGNA INFRASTRUCTURE INDIA LIMITED."

The sealed tender shall be addressed to:

The Regional Chief
Housing and Urban Development Corporation Limited
Regional Office, Chennai
5th Floor, CMDA Tower-I, Gandhi Irwin Road,
Egmore, Chennai – 600008.

The tender shall reach HUDCO on or before **07-12-2026 at 03:00 PM**.
Technical bids shall be opened on **08-12-2026 at 03:00 PM**. The financial bids of technically qualified bidders shall be opened separately, and the eligible bidders shall be informed accordingly.
The tender documents, including Annexures A, B and C, shall be duly signed by the authorized signatory of the firm and submitted within the stipulated date and time.
Encl.: As above.

K.Harish
Joint General Manager(Finance)
HUDCO, Regional Office, Chennai

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ANNEXURE – A

TECHNICAL BID

Appointment of Practising Company Secretary (PCS) for Providing Advisory and Execution Services towards Dematerialization and Transfer of 13,000 Equity Shares held by HUDCO in M/s. Signa Infrastructure India Limited.

1. **Name of the Practising Company Secretary:**

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2. **Type of Firm (Proprietorship / Partnership / LLP / Company):**

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3. **Registration Number with ICSI / Other Professional Registration Details, wherever applicable:**

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4. **Complete Office Address in Chennai with Telephone Number and Email ID:**

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5. **Details of Partners / Proprietors / Directors and Qualified Professionals:**

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6. **Details of Professional Experience in the following areas:**

7. **Details of Similar Assignments Completed During the Last Five Years with the following parameters (Supporting Documents to be Enclosed):**

   - Average Financial Turnover of the Bidder during the last three years should be 70% of the estimated tender value.
   - Desired experience in handling similar contracts as main Consultant during the last three years ending previous in which bids are invited should be either(a) single order of 80% of value of services or(b) two work orders each of 50% value of services.

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8. **Details of Dedicated Personnel Proposed to be Deployed:**

Sl. No.	Name of Professional	Qualification	Experience	Proposed Role
1				
2				
3				

9. **Details of Single Point of Contact (SPOC):**

Name: _____

Qualification: _____

Mobile No.: _____

Email ID: _____

10. **Undertaking as per Annexure-C:**

Enclosed / Not Enclosed

11: Any Other Relevant Information / Supporting Documents:

Declaration:

We hereby certify that the information furnished above is true and correct to the best of our knowledge and belief. We undertake to provide the required professional services in accordance with the terms and conditions stipulated in the NIT.

Signature of Authorized Signatory with Seal

Name: _____

Designation: _____

Date: _____

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ANNEXURE – B

FINANCIAL BID

Appointment of Practising Company Secretary (PCS)for Providing Advisory and Execution Services towards Dematerialization and Transfer of 13,000 Equity Shares held by HUDCO in M/s. Signa Infrastructure India Limited.

The professional fee shall be quoted as follows:

Sl. No.	Particulars	Estimated Tender Value(Excluding GST)	Fee Quoted (Excluding GST)
1	Comprehensive Professional Advisory and Execution Fee for the complete assignment, including due diligence, documentation, NSDL dematerialization, ROC coordination, dedicated personnel deployment and share transfer completion in respect of 13,000 equity shares held by HUDCO Ltd in M/s. Signa Infrastructure India Limited.	₹4,00,000/-	

Total Fee Quoted (in figures): ₹_____

Total Fee Quoted (in words): Rupees _____ Only.

Note:

1. The quoted professional fee shall be inclusive of all professional charges and expenses relating to the assignment, excluding GST.
2. GST shall be payable extra as applicable.
3. The firm shall not claim any additional professional fee and Expenses over and above the accepted quotation.

Signature of Authorized Signatory with Seal

Name: _____

Designation: _____

Date: _____

ANNEXURE – C

UNDERTAKING BY THE PRACTISING COMPANY SECRETARY

We hereby undertake and certify as follows:

1. That the firm possesses the requisite professional qualifications, experience and expertise to undertake the assignment relating to dematerialization and transfer of 13,000 equity shares held by HUDCO in M/s. Signa Infrastructure India Limited.
2. That the firm and its partners / proprietors / directors do not have any conflict of interest in undertaking the proposed assignment and shall immediately disclose to HUDCO any circumstances that may give rise to such conflict.
3. That the firm shall maintain strict confidentiality of all information, records and documents relating to HUDCO and the proposed transaction and shall not disclose the same to any third party without prior written approval of HUDCO.
4. That the firm shall comply with all applicable provisions of the Companies Act, 2013, Depositories Act, 1996, applicable rules and regulations and other statutory requirements relevant to the assignment.
5. That the firm shall deploy qualified and experienced professionals for the assignment and complete the work within the stipulated timeline, subject to cooperation from the company and concerned statutory authorities.
6. That the firm has not been blacklisted or debarred by any Government Department, Public Sector Undertaking or statutory authority as on the date of submission of this tender.
7. That all information and documents furnished along with the tender are true and correct. In case any information is found to be false or misleading, HUDCO shall be at liberty to take appropriate action as per applicable rules.
8. That the firm agrees to abide by all the terms and conditions stipulated in the Notice Inviting Tender.

Signature of Authorized Signatory with Seal

Name: _____

Designation: _____

Date: _____

ANNEXURE – II

FORMAT FOR BID SECURITY DECLARATION

(To be submitted on the Letterhead of the Firm, wherever applicable as per HUDCO procurement guidelines)

Whereas, I / We _____ (Name of the Bidder) have submitted our bid for the work relating to:

"Appointment of Practising Company Secretary (PCS) for Providing Advisory and Execution Services towards Dematerialization and Transfer of 13,000 Equity Shares held by HUDCO in M/s. Signa Infrastructure India Limited."

I / We hereby submit the following declaration in lieu of Bid Security.

1. If, after the opening of the tender, I / We withdraw or modify my / our bid during the period of validity of the tender (including any extended validity period) as specified in the tender document;

OR

2. If, after the award of the assignment, I / We fail to sign the contract / agreement within the stipulated period as specified by HUDCO;

I / We shall be liable for action in accordance with the applicable HUDCO procurement guidelines, including suspension / debarment, wherever applicable.

Signed by the Authorized Signatory

Name: _____

Designation: _____

Name of the Firm: _____

Date: _____

Place: _____

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