



**MUNICIPAL CORPORATION OF DELHI**  
**(Toll Tax Department)**

14<sup>th</sup> Floor, Dr. SPM Civic Centre  
Minto Road, JLN Marg, New Delhi-110002  
E-mail ID: [adc.tollltax@med.nic.in](mailto:adc.tollltax@med.nic.in)  
(PH- 011-23226453)

NIT No. ADC/TT/HQ/2023/D- 825

Dated: 09/06/2023

**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF  
COMPANY SECRETARY FOR EVALUATION OF ASSETS  
OF 32 COMPANIES ON SPECIAL LIMITED TENDER  
BASIS**

  
Section Officer (Toll Tax)  
Municipal Corporation of Delhi



**MUNICIPAL CORPORATION OF DELHI**  
**OFFICE OF THE Addl. DEPUTY COMMISSIONER (TOLL TAX)**

Dr. Shyama Prasad Mukherjee Civic Centre (14th Floor),  
Jawaharlal Nehru Marg, New Delhi-110002

**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF  
COMPANY SECRETARY FOR EVALUATION OF ASSETS  
OF 32 COMPANIES ON SPECIAL LIMITED TENDER  
BASIS**

To,  
The \_\_\_\_\_,

E-mail: \_\_\_\_\_

Dear Sir, On behalf of Commissioner (MCD), I invite you to tender bids in accordance with the provision of RFP document for *Engagement of Company Secretary For Evaluation Of assets of 32 companies.*

The time of completion of conducting this work shall be of **45 days** from the date of issue of Award Letter.

The conditions of contract which will govern this contract are contained in the RFP document.

The issuance of RFP document does not mean that the agency has been technically qualified. Hence agencies/bidders are advised to submit all the relevant documents/ credential required in tender for technical qualification along with their bid.

If you are in a position to quote for the Tender in accordance with the provisions stated in the RFP documents and schedules, all documents attached herewith should be fully filled in, signed and shall be submitted in sealed envelope directly to the office of Addl. Dy. Commissioner (Toll Tax), Dr. Shyama Prasad Mukherjee Civic Centre (14th Floor), Jawaharlal Nehru Marg, New Delhi-110002 by 16.06.2023 (3:00 PM)

This tender is not transferable.

Thanking you.

ADDL. DY. COMMISSIONER (TOLL TAX)  
ON BEHALF OF  
COMMISSIONER (MCD)

Additional Deputy Commissioner  
Toll Tax Department  
Municipal Corporation of Delhi

16.06.2023 11:00 AM  
16.06.2023 11:00 AM

Section Officer (Toll Tax)  
Municipal Corporation of Delhi

## Schedule of Tender

Sr. No.	Event Description	Date
1	Date of issue of NIT	02.06.2023
2	Uploading of Bid/RFP document on Municipal website.	02.06.2023
3	Download Bid Document From	<a href="http://www.mcdonline.nic.in">http://www.mcdonline.nic.in</a>
4	Pre Bid meeting (Venue: Conference Hall, MCD, 23rd Floor, Dr. S.P.M. Civic Centre, JLN Marg, New Delhi 110002)	12.06.2023 at 3.00 PM
5	Last date of Bid submission	16.06.2023 at 3.00 PM
6	Opening of Technical Bid	16.06.2023 at 4.00 PM
7	Opening of Financial Bid	19.06.2023 at 3.00 PM
8	Bid Document Fee	Rs. 500
9	Earnest Money Deposit (EMD)	Rs. 32,000/-
10	Address for Correspondence	Addl. Dy. Commissioner (Toll Tax ) 14th Floor, E-1 Block, Dr. S.P.M Civic Centre, JLN Marg, New Delhi-110002 Phone Number: 011-23226453

The eligible bidder may submit their bids containing the RFP documents along with requisite documents as mentioned in RFP.

For TENDER Related Helpdesk, bidders may contact on number and E- mail given below-

- 1- Helpdesk- 011-23226453
- 2- E- Mail ID- [adc.tolntax@mcd.nic.in](mailto:adc.tolntax@mcd.nic.in)

Bids submitted after the closing date/time shall be summarily rejected.

Any corrigendum/addendum/errata in respect of the above tender shall be made available to the agencies directly by post or Email.

  
**Addl. Deputy Commissioner (Toll Tax)**  
 Additional Deputy Commissioner  
 Toll Tax Department  
 Municipal Corporation of Delhi

Note: - Eligible bids will be opened on the specified date and time. Notice of any changes shall be communicated directly to the bidders by Post or Email.

Municipal Corporation of Delhi reserves the right to accept, reject or cancel any tender offer without assigning any reason thereof.

  
**Section Officer (Toll Tax)**  
 Municipal Corporation of Delhi



## **Disclaimer**

This RFP Document is issued by Municipal Corporation of Delhi (MCD). Each Party must conduct its own analysis of the information contained in this RFP document to correct any inaccuracies therein and is advised to carry out its own due diligence into the proposed work. Each Party must conduct its own analysis of the regulatory regime which applies thereto, and by and all matters pertinent to the proposed work and to seek its own professional advice on the legal, financial and proposed work. Neither the Corporations nor any of its officers or employees, nor any of their adviser's or consultants shall be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP document in any manner whatsoever.

This RFP document includes certain statements, estimates and projections with respect to proposed work. Such statements, estimates and projections reflect various assumptions made by the management, officers, employees which (the assumptions and the base information on which they are made) may or may not prove to be 100% accurate. No representation or warranty is given to the reasonableness of the projections or the assumptions on which they may be based and nothing in this RFP document is, or should be relied on as, a promise, representation or warranty. MCD shall be the sole and final authority with respect to qualifying a bidder through this RFP document. The decision of MCD in selecting the vendor who qualifies through this RFP document shall be final and MCD reserves the right to reject any or all the bids without assigning any reason thereof. MCD further reserves the right to negotiate with the selected vendor to enhance the value through this work and to create a more amicable environment for the smooth execution of the work. MCD may terminate the RFP /Tender process at any time without assigning any reason and upon such termination MCD shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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Municipal Corporation of Delhi

## **SECTION- I**

### **Introduction of the Project and instructions to bidders**

#### **1. Project Background and Scope of Engagement of a Company Secretary Firm**

- a. MCD is empowered under section 113(g)(2) of DMC Act and Bye Laws 2007 to collect Toll Tax from specified commercial vehicles either itself or may allot the work of collection of Toll Tax to one or more private agencies by way of auction process or otherwise, and on such terms and conditions as may be decided by the Corporation.
- b. The Toll Tax Department, MCD requires evaluation of assets of some companies.

#### **2. Scope of Engagement of a Company Secretary Firm**

MCD is a statutory body which has the power to collect Toll Tax from the vehicles entering into Delhi.

Now, Toll Tax Department of MCD intends evaluate assets of 32 companies. The details of the same shall be shared with the firm to which award will be given.

#### **Obligation of Company Secretary:-**

**Evaluation of assets of 32 companies.** The details of the same shall be shared with the firm to which award will be given. **The primary obligation shall include:-**

1. Recovering the Financial Statement and other Filling of companies and its subsidiaries.
2. Analysis of the Financial Statement of companies and its Subsidiaries.
3. Analysis of Shareholding of the respective Companies.
4. Analysis of Directors and Key Managerial Person of the respective Companies.
5. Analysis of Transaction between of companies and its Subsidiaries.
6. Analysis of Amount Payable and Recoverable to/from the Subsidiaries.
7. Analysis of Assets owned by main company and Subsidiaries.
8. Analysis of Investment held by the main company and It's Subsidiaries.
9. Analysis of Trade Receivable of main company and its Subsidiaries.
10. Analysis of Directors interest in other entities. (Other than main company and Subsidiaries)
11. Analysis of Liabilities/Borrowings of the main company and its Subsidiaries.
12. Details of Bank Accounts of the main company and its Subsidiaries.
13. Details of Projects Owned and Run by the main company and its Subsidiaries. (If Available)
14. Analysis of Going Concern viability of main company and its Subsidiaries.
15. Any other Details as asked by the Management and as available.
16. Identification of Hurdles in the recovery process.

#### **• Instructions to the bidders**

- a. The Bids would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder for providing the services envisaged under this RFP.
- b. Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of MCD
- c. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- d. MCD reserves the right to accept or reject any or all bids received before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Bidders.

  
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## SECTION- II

### ELIGIBILITY CRITERIA AND ESSENTIAL PRE-REQUISITES

#### 1. Eligibility / Pre-qualification criteria

- |                                     |   |                          |
|-------------------------------------|---|--------------------------|
| (a) Minimum average annual turnover | - | Rs.50 Lakh in last 3 FYs |
| (b) Minimum experience in years     | - | 10 Years                 |
| (c) Minimum No. Of Clients handled  | - | 10 in FY 2022-23         |

#### 2. Documents to be submitted with RFP Tender form:

##### ❖ Technical Bid

The Bidder shall be required to upload/submit the following certificates/undertakings and documents in the technical bid:-

- a) The bidder shall furnish an undertaking that they agree all the terms and conditions of RFP Tender document including corrigendum and reply of pre-bid meeting, if any.
- b) Bid Application in Format given at 'Annexure 2'.
- c) Power of Attorney, if any, in the name of the Authorized Signatory in Format given at Annexure 6'.
- d) The Tender documents may be downloaded through MCD's website [www.mcdonline.nic.in](http://www.mcdonline.nic.in) and payment of requisite Earnest Money amount as specified in "Annexure-1", applied for participation in the Special Limited Tender, shall be deposited through NEFT/RTGS /e-payment as per link provided on the website or in the form of Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial Banks. The self attested (duly stamped) scanned copy of UTR Number along with challan of the transaction/e-payment statement/scanned copy of Bank guarantee shall be submitted with the bid document.
- e) Document in accordance with the eligibility mentioned in Para 1 (Eligibility / Pre-qualification criteria) shall be the part of technical bid.
- f) Complete Office address including Phone Number, Fax Number & E-mail ID on company's letter head.
- g) During opening of the Technical Bids, the Bids found to be not accompanied with requisite EMD cost", shall be summarily rejected.
- h) Basic information about Bidder for which the Bid has been submitted in the format Annexure-3.
- i) Bidder Average Annual turnover Annexure-5
- j) Undertaking on the letter head as per 'Annexure 4'.
- k) Any Bid not accompanied with any of the above-mentioned documents/ information/ certificates/undertakings/earnest money is liable, to be rejected.
- l) In case of any clarifications/supporting documents is sought, the same shall be submitted within three days from the date of issue of letter of the Deptt.

##### ❖ Financial Bid

- a) The Financial Bid shall be submitted strictly as per Annexure-8 provided in RFP.

❖ Technical and Financial Bids shall be submitted in separate envelopes.

#### 3. Pre-Bid Meeting

- a. MCD shall hold a pre-bid meeting with the prospective bidders on date & time and at Address of the Venue mentioned on the RFP document or any video conferencing mode.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address specified in RFP document by post or e-mail on or before Date & time specified in the RFP document.

#### 4. Response to Pre-Bid Queries and Issue of Corrigendum

  
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- a. MCD will endeavour to provide timely response to all queries. However, MCD takes no responsibility or guarantee as to the completeness or accuracy of any response made in good faith, nor does MCD undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, MCD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by way of corrigendum/addendum.
- c. The Corrigendum/addendum (if any) & clarifications to the queries from all bidders will be sent directly to the bidders by Email or Post.
- d. Any such corrigendum/addendum shall be deemed to be incorporated into this RFP document.
- e. In order to afford prospective Bidders reasonable time in which to take the corrigendum/addendum into account in preparing their bids, MCD may, at its discretion, extend the last date for the receipt of bids.

## 5. Bid Submission Instructions:

### A. Submission Procedure:

In case the due date is declared a holiday then due date will be next working day on the same time. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the RFP documents in his own interest. Failure to furnish all the necessary information as required or submission of a bid not substantially responsive to all the requirements of the Tender shall be at Bidder's own risk and may be liable for rejection.

### B. Rejection of Bids:

- a) MCD reserves the right to reject any/all bids without assigning any reason thereof 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.
- b) The MCD may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder on any of the following grounds:
  - i. If he has made misleading or false representations in the bid submitted by him.
  - ii. If he has any pending dues with MCD.
  - iii. Any bidder who has been blacklisted by any Government Agency (Central / State) due to any reason.
  - iv. Any bidder who is found to have any interest in the disqualified/blacklisted agency /person /company for which the decision of the MCD shall be final and binding on all the parties.
  - v. Tries to influence the Tender process through direct contact with any official involved in the Tender process or through manipulative news reports against any competing bidder / complaints against competing bidders from known or unknown sources.
  - vi. Absence or omission of any document as required as per the RFP Documents, the concerned bidder shall be declared as not eligible and in that eventuality they will not be allowed to participate in the Tender process.
  - vii. Fails to provide clarifications related thereto, when sought by MCD within reasonable time.
  - viii. Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
  - ix. Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account and no weight-age shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach documents which are relevant to the scope of work / mandatory criteria as specified in the RFP document and not any other document.
  - x. Any bidder found indulging in malicious campaign or disinformation campaign or personal character assassination/vilification against any official of the MCD or any other bidders either directly or through third parties, at any time after publication of the NIT, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the Municipal Corporation.

## 6. Opening of Technical Bids:



Technical Bid shall be opened at the date and time specified in the RFP document in the office of Addl. Dy. Commissioner (Toll Tax) 14th Floor, E-1 Block, Dr. S.P.M Civic Centre, JLN Marg, New Delhi-110002. In case opening date is declared HOLIDAY, Tender shall be received and opened on next working day at the same time specified in the **RFP document**.

## **7. Bid Evaluation:**

### **A. Technical Bid Evaluation**

Responsiveness of bids submitted by all the Bidders shall at first be examined with respect to Bid application, earnest money, immediately after opening of the bids. Technical bids of all the responsive bidders shall be evaluated as per criteria and requisite documents mentioned in RFP document. All the technically qualified bidders shall be eligible for opening of financial bid.

### **B. Selection of Qualified Bidder :**

The selection will be on the basis of the lowest quoted financial bid (L-1) quoted by the bidder.

## **8. Acceptance of Bid:**

- i. The validity of the offer given by the bidder shall be for 180 days from the date of submission of bid and the same cannot be withdrawn by the bidder before the expiry of validity period, otherwise EMD shall be forfeited and the bidder shall be blacklisted for future Tenders for two consecutive years.
- ii. The offer/bid made by the bidder shall be subject to acceptance by the competent authority, MCD or any other officer authorized /designated by the competent authority.

## **9. Conflict of Interest**

Applicants shall not have a conflict of interest (the "Conflict of Interest") that affects the Tender process. Any Applicant found to have a Conflict of Interest will be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the Tender Process, if

- a. Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- b. A constituent of such Applicant is also a constituent of another Applicant; or
- c. Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
- d. Such Applicant has the same authorized representative for purposes of this Proposal as any other Applicant; or
- e. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to MCD in the preparation of any documents, design or technical specifications of the Project.

## **10. Opening of Financial Bid**

The financial bid (Annexure 8) shall be opened for technically qualified bidders only. The date & time will be informed to all successful bidders directly.

## **11. Offer/Allotment Letter**

The bid (including negotiations, if any) submitted by the agency shall be subject to acceptance by the Commissioner, MCD or any other officer/authority authorized under DMC Act. The offer once accepted, shall be final and binding upon the firm/agency. The firm/agency shall be liable to complete all the requisite formalities (including but not limited to deposition of security deposit/performance guarantee), as specified in Offer letter, within seven working days of

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Municipal Corporation of Delhi



issue of the same failing which the bidder shall be suspended for one year and shall not be eligible to bid for MCD tender from date of issue of suspension order and thereafter a formal allotment letter shall be issued to the L-2 firm/agency. Any offer/ permission granted by the competent authority (may/can' be withdrawn, any time without assigning any reason thereof.

#### **12. Earnest Money Deposit (EMD)**

EMD amounting to Rs. 32,000/- as specified in "Annexure-1", applied for participation in the Limited Tender, shall be deposited through NEFT/RTGS /e-payment as per link provided on the website or in the form of Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial Banks. The self attested (duly stamped) scanned copy of UTR Number along with challan of the transaction/e-payment statement/scanned copy of Bank guarantee shall be submitted with the bid document.

#### **13. Performance Guarantee**

The selected Bidder will provide the Performance Bank Guarantee in the form of Demand Draft or Pay Order or RTGS in the name of Commissioner, MCD within 5 days from the date of Award for a value 3% of the tendered amount. In case the selected agency fails to submit Performance Guarantee within the time stipulated, the department at its discretion may cancel the work order without giving any notice. The Performance Guarantee shall be kept valid till submission & acceptance of the final report. MCD shall invoke the Performance Guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or department incurs any loss due to Company Secretary negligence in conducting for evaluation of assets of 32 companies etc as per the agreed terms & condition.

#### **14. Failure to Agree with the Terms and Condition of the RFP**

Failure of the successful bidder to agree with Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event department may award the contract to the next value bidder or call for new proposal. In such a case, the department shall invoke the PBG of the most responsive bidder.

#### **15. Payment Schedule**

On submission of complete report as per scope of work and acceptance by the department (competent authority), payment of the amount of contractual cost shall be made on submission of Tax invoice.

#### **16. Delay in Submission of Report**

In case the Company Secretary fail to submit the Interim/Final report within stipulated period, it shall pay damages at the rate of Rs. 1000 (One thousand) per week of delay to be computed on per day basis, maximum up to 10% of the tendered Cost.

#### **17. Dispute Settlement**

In the event of any dispute arising between the parties in relation to or under this Agreement, the same will be settled in the Department Redressal Committee formed under the Chairmanship of Addl. Commissioner (Toll Tax). Appeal against the order of the Department Redressal Committee lies with the Commissioner MCD. Commissioner MCD will be the final Authority.

#### **18. Agreement**

The agency' shall be liable to enter into an agreement with MCD. The agreement is to be executed on a non judicial stamp paper of Rs. 100/ - which is to be purchased and provided by the bidder within 7 working days of issue of the offer letter, failing which the earnest money shall be forfeited and offer so issued by the MCD can be

  
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cancelled at the prerogative of MCD. Agreement format shall be the same as provided in the tender paper. The decision of the competent authority in MCD shall be final and binding on any issue arising out of the Agreement. Any supplementary agreement shall be entered on need or circumstantial basis subject to the requirements of MCD. The bid documents (bid application, technical bid, financial bid and negotiation letter, if any) submitted by the bidder, reply to pre-bid query, if any, addendum/corrigendum, etc. shall form part of the agreement.

The Stamp Duty, if levied by Govt. on such contracts, the same shall be required to be registered at nominated registrar's office and amount of Stamp Duty is to be paid /borne by the Agency.

For filing, please refer to the collector's office.

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### Notice Inviting Tender

1. Bids are invited for the below mentioned work by Municipal Corporation of Delhi (MCD):

Name of the Work	EMD	Document Fee in form of Demand Draft (non-refundable)	Closing date and time for Online bid Submission
REQUEST FOR PROPOSAL FOR ENGAGEMENT OF COMPANY SECRETARY FOR EVALUATION OF ASSETS OF 32 COMPANIES ON SPECIAL LIMITED TENDER BASIS	Rs. 32,000/-	NIL	See Key dates

2. The complete Bidding Documents can be viewed / downloaded from MCD portal <http://www.mcdonline.nic.in>. The Bids shall be liable for summarily rejection unless accompanied by the requisite EMD as indicated above. MCD shall not be responsible for any postal delay, or network/system failure at bidder's end, as applicable. Bids submitted after the closing date/time shall be summarily rejected.
3. MCD reserves the right to accept or reject any or all bids received before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Bidders.

Address for communication:  
 Addl. Dy. Commissioner (Toll Tax),  
 Municipal Corporation of Delhi (MCD)  
 14<sup>th</sup> Floor, Civic Centre,  
 New Delhi 110002  
 Phone: +91-11- 23226453;  
 Email: [adc.tolltax@mcd.nic.in](mailto:adc.tolltax@mcd.nic.in)

Section Officer (Toll Tax)  
 Municipal Corporation of Delhi

## Bid Covering Letter

(In the letterhead of the Bidder)

Addl. Dy. Commissioner (Toll Tax),  
Municipal Corporation of Delhi (MCD)  
14<sup>th</sup> Floor Civic Centre New Delhi 110002  
Phone: +91-11- 23226453; Email: [adc.tolltax@mcd.nic.in](mailto:adc.tolltax@mcd.nic.in)  
Website: <http://www.mcdonline.nic.in>

Subject: Request for proposal for engagement of Company Secretary for evaluation of assets of 32 companies on Special Limited Tender Basis

Ref. No. RFP. No. ADC/TT/HQ/2023/D-

Date

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.

2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.

3. I/We understand that:

- a) This Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.
- b) if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
- c) MCD is not bound to accept any/ all Bid (s) it will receive.

4. I/We declare that:

- a) We do not have any conflict of interest in accordance clause 3.2.3 (Sl. No 9) and we or the our parent / subsidiary /sister concern company are NOT currently engaged by NHAI/MCD for user fee collection, tolling operations or system integrator at any NHI/MCD fee plazas across the country as on RFP release date. We further undertake that we shall not be take up activities such as user fee collection, tolling operations and system integration at NH/MCD fee plazas allocated to it during the Contract Period.
- b) We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate MCD of the same immediately.
- c) We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.
- d) I/We haven't been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body and there has been no litigation with any Government Department/ PSU/ Autonomous body/MCD(NDMC, SDMC &EDMC) on account of similar services.

5. I/We declare that our bid is valid for 180 days.

Name .....

Designation/ Title of the Authorized Signatory.....

  
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**Basic Information about the Bidder(s)**

(To be prepared on letterhead of the Bidder)

**SUBJECT: SELECTION OF BIDDER FOR ENGAGEMENT OF COMPANY SECRETARY FOR EVALUATION OF ASSETS OF 32 COMPANIES ON SPECIAL LIMITED TENDER BASIS**

1. Bidder Details
  - a) Name of Bidder:
  - b) Year of establishment:
  - c) Registered Address:
  - d) Constitution of the Bidder entity e.g. Government enterprise, private limited company, limited company, etc.
2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:
  - a) Authorized Person with Complete postal address
  - b) Fixed telephone number
  - c) Mobile number
  - d) E-mail address
  - e) Official Bank (for returning EMD)
  - f) Bank Account Name, Number, IFSC Code (for returning EMD).
3. Name of the CA/Statutory Auditor certifying the documents along with his/ her Membership number, if applicable:
4. Bidder details (Please include details for each Consortium Member, if applicable)

Required Info	Documentary Evidence Attached (Yes/No, along with page no.)
Field of business	
Registration Status	
Qualifying Projects – value, client, key features	

Average Turnover	
Is Bidder debarred by any Government entity (Yes/No)	

5. Financial details/projects meeting the qualifying criteria

Name .....

Designation/ Title of the Authorized Signatory.....

  
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**Undertaking**

**SUBJECT: REQUEST FOR PROPOSAL FOR ENGAGEMENT OF COMPANY SECRETARY FOR EVALUATION OF ASSETS OF 32 COMPANIES ON SPECIAL LIMITED TENDER BASIS**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our Company/Firm M/s have abandoned any work of MCD nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by MCD to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that MCD may ask for further qualifying information, and agrees to furnish any such information at the request of MCD.
5. We confirm that we have not been blacklisted /debarred by any central/state Government department/organization or Quasi Government agencies of PSU/MCD (NDMC, SDMC & EDMC).
6. We confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.
7. We also confirm that we have not been convicted by any court of law for any of the offences under any Indian laws
8. I/We confirm that we do not have a conflict of interest as mentioned in eligibility criteria of RFP.

\_\_\_\_\_  
(Signed by an Authorized Officer of the bidder)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of bidder

**Bidder's Annual Turnover**

RFP Ref

(Date)

From,

To,

(Name &amp; Address of the Bidder)

Addl. Dy. Commissioner (Toll Tax),  
Municipal Corporation of Delhi (MCD)  
14<sup>th</sup> Floor  
Civic Centre  
New Delhi 110002  
Email: [adc.tolntax@mcd.nic.in](mailto:adc.tolntax@mcd.nic.in)  
Website: <http://www.mcdonline.nic.in>

Subject:

Dear Sir/Madam,

We hereby certify that the annual turnover of M/s. (Name of the bidder) for the last three financial years (ending 31st March 2023) is as given below:

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2022-23	FY 2021-22	FY 2020-21	Average

Yours Sincerely,

(Signature of CA/Company

Secretary) Name of the CA/

Company Secretary:

Name of the CA/ Company Secretary Firm:

Seal:



### Power of Attorney/Letter of Authorization

Know all men by these presents, we, M/s..... (Name of Firm/ Company and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms..... son/daughter/wife of .....and presently residing at

....., who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our quotation for RFP Name , proposed by Municipal Corporation of Delhi., including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to MCD, representing us in all matters before MCD, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with MCD in all matters in connection with or relating to or arising out of our proposal for the said assignment and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE-NAMED PRINCIPAL HAVE PURSUANT TO THE RESOLUTION DATED OF THE BOARD OF DIRECTORS IN THAT BEHALF CAUSED ITS COMMON SEAL, EXECUTED THIS

POWER OF ATTORNEY ON THIS..... DAY OF....., 2023

For.....  
(Signature, name, designation and address) Witnesses:

1.

2.

Notarized  
Accepted

.....  
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed The Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostles certificate.



Power of Attorney for Lead member

(On Non - judicial stamp paper of appropriate value or such equivalent document duly attested by notary public)

Power of Attorney

Whereas Indian Municipal Corporation of Delhi. (MCD), has invited Proposals from eligible entities for Selection/engagement of Company Secretary for evaluation of assets of 32 companies on Special Limited Tender Basis.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. .... (Lead Member) and M/s.....(the respective names and addresses of the registered office) do hereby designate M/s. .... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Proposal, participating in conferences/meetings, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MCD, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with MCD.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Consortium.

Dated this .....Day of..... 2023

.....

(Executants)

(To be executed by all the members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



**(Deleted/Note Required)**

## Financial Bid

S. No	Items	Quantity	Unit	Rate	Amount (in figures)	Amount (in words)
<b>PART 1- Total work to be executed</b>						
1.	1. Recovering the Financial Statement and other Filling of main company and its subsidiaries. 2. Analysis of the Financial Statement of main company and its Subsidiaries. 3. Analysis of Shareholding of the respective Companies. 4. Analysis of Directors and Key Managerial Person of the respective Companies. 5. Analysis of Transaction between the main company and its Subsidiaries. 6. Analysis of Amount Payable and Recoverable to/from the Subsidiaries. 7. Analysis of Assets owned by the main company and Subsidiaries. 8. Analysis of Investment held by the main company and Its Subsidiaries. 9. Analysis of Trade Receivable of main company and its Subsidiaries. 10. Analysis of Directors interest in other entities. (Other than main company and Subsidiaries) 11. Analysis of Liabilities/Borrowings of the main company and its Subsidiaries. 12. Details of Bank Accounts of the main company and its Subsidiaries. 13. Details of Projects Owned and Run by the main company and its Subsidiaries. (If Available) 14. Analysis of Going Concern viability of main company and its Subsidiaries. 15. Any other Details as asked by the Management and as	1	LS			



available.					
16. Identification of Hurdles in the recovery process.					

**Note:**

- a) The quoted Amount shall be inclusive of GST

**Signature of the Firm's  
Authorized representative with seal**

For the purpose of the  
Toll Tax, the amount of  
the Toll Tax shall be  
paid to the Municipal Corporation of Delhi.

  
Section Officer (Toll Tax)  
Municipal Corporation of Delhi

**DELIVERABLES:**

<b>S.No.</b>	<b>Deliverables</b>	<b>Timelines</b>
<b>1.</b>	Complete Report as per scope of work	45 days from the date of Award

# Format for Project Citation by the Bidder

The details of projects executed by the Bidder:

Name of the Project & Location	
Client's Name, Contract Details Complete Address	
Brief narrative description of Project - highlighting relevant scope of work as per RFP	
Contract Value for the Project (in INR)	
Date of Start of Project	
Date of Completion of Project/Status of Completion	
Activities undertaken by Lead Member or Consortium member	

*N.B* - If the project is ongoing, bidder must clearly specify, the stages/phases/milestones  
(Copies of Work orders/Contract Agreement/Client certificate to be attached along with)

Signature & Seal:

Name:

Designation:

Bidding Entity's

Name & Address:

Date:

Section Officer (Toll Tax)  
Municipal Corporation of Delhi

Section Officer (Toll Tax)  
Municipal Corporation of Delhi



Format for Affidavit Certifying Non-Blacklisting

(On Non-Judicial stamp paper of appropriate value)

Affidavit

I, M/s....., (the name and addresses of the registered office of the Bidder(s)) hereby certify and confirm that we or any of our promoters/ directors are not barred or blacklisted by any state government or central government / department / agency in India from participating in projects, either individually or as member of a Consortium as on the ..... (Not earlier than 3 days prior to the Bid Due Date).

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate MCD of such blacklisting.

Dated this ..... Day of ....., 2023.

Name of the Bidder

.....

Signature of the Authorized

Signatory

.....

Name of the Authorised

Signatory

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2023 at [Place] among (hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and (hereinafter referred to as " ") and having office at [Address], as Party of the Second Part and (hereinafter referred to as " ") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS, Municipal Corporation of Delhi (MCD) has issued a Request for Proposal dated [Date] (RFP) from the Bidders interested in <Name of RFP> :

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a) Submit a response jointly to Bid for the "< Name of RFP >" as a Consortium.
  - b) Sign Contract in case of award.
  - c) Provide and perform the supplies and services which would be ordered by the Purchaser pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Purchaser for "< Name of RFP >" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Purchaser for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.

iv. ----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

- a) To ensure the technical, commercial and administrative co-ordination of the work package.
  - b) To lead the contract negotiations of the work package with MCD.
  - c) The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
  - d) In case of an award, act as channel of communication between the Purchaser and the Parties to execute the Contract.
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A:

Party B:

- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Maharashtra shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part)

(Party of the second part)

Witness:

(i)

(ii)