

# **Request for Proposal (RFP)**

*Installation, operation, maintenance and  
management of bio-digester enabled mobile toilet  
vans in Delhi*

**VOLUME – I**

**Instructions to Bidders**

**July 2014**

**Delhi Urban Shelter Improvement Board**  
Punarvas Bhawan, I.P. Estate, New Delhi – 110002

**DELHI URBAN SHELTER IMPROVEMENT BOARD  
OFFICE OF THE EXECUTIVE ENGINEER E-2**

**NOTICE INVITING BID**

The Executive Engineer (E-2) invites bids on behalf of DUSIB through e-tender in **two envelop system**, simultaneously, from bidders who are essentially registered on Delhi government e-procurement system (<http://www.govtprocurement.delhi.gov.in>) maintained by NIC for the following work.

**Name of work : Installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi in G.N.C.T. of Delhi.**

In case the last date of uploading the Bids is extended by DUSIB, the enlistment of bidders shall be valid on the original last date of uploading the RFP.

However, **blacklisted and / or those bidders** who have been debarred from future tendering in any Central/ any State Government departments/ entities shall **not be eligible** to bid for the work.

**Earnest money/Bid Security:**

Rs 10.00 Lakhs (Rupees Ten Lakhs only) through ECS/RTGS in account of Executive Engineer E- 2 of (Account No: 06121000095461; Name of Bank: Punjab & Sindh Bank; Address: Siddharth Enclave, New Delhi - 110014; IFSC Code: PSIB0000612) up to **15.00** hrs on **20.08.2014** or in form of Bank Guarantee as per Clause 2.20 of the RFP document.

**Tender Cost: Rs. 1500.00** (Rupees one thousand five hundred only)

**Contract / Concession Period: 7 years**

Release/ uploading of RFP document by the EE(E-2) through e-procurement website on **21.07.2014**.

Pre Bid Conference on **06.08.2014** at 15:00 hrs in the office of Chief Engineer-I, DUSIB, Opp. Office of ACP (West) Shivaji Place, Raja Garden, New Delhi-110027

Date & time for download of entire RFP document /encryption w.e.f. **21.07.2014** to **20.08.2014** upto **15.00** hrs.

Closing of bid on **20.08.2014** upto **15.00** hrs.

Opening of Envelope-1 (Key submissions) on **20.08.2014** at **15.30** hrs.

Verification of hard copies of scanned/ other documents from originals by engineer – in charge & authorized officer on **25.08.2014** between **11.00 A.M. to 16.00 P.M.**

Date and time of **opening of Financial Bid (Envelope-2)** “to be notified on line”.

**DUSIB, reserves the right to defer the date of opening of envelope-2, without assigning any reason thereof. However, official intimation shall be given by the E.E.(E-2)**

**Validity:** Bid to remain open for 180 (one hundred eighty) days from the last date of submission of the bid.

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## GLOSSARY

<b>Bid(s)</b>	As defined in the Disclaimer
<b>Bidder</b>	As defined in Clause 1.2.2
<b>Bidding Documents</b>	As defined in Clause 1.1.5
<b>Bid Due Date</b>	As defined in Clause 1.1.5
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Security</b>	As defined in Clause 1.2.6
<b>Board</b>	As defined in the Disclaimer
<b>Concessionaire</b>	As defined in Clause 1.1.2
<b>Concession Agreement</b>	As defined in Clause 1.1.2
<b>Conflict of Interest</b>	As defined in Clause 2.1.11
<b>CSD</b>	As defined in Clause 2.8
<b>Government</b>	Government of NCT Delhi
<b>LOA</b>	As defined in Clause 3.5.4
<b>Member</b>	Member of a Consortium
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in the Disclaimer
<b>Selected Bidder</b>	As defined in Clause 3.5.1
<b>Technically Qualified</b>	As defined in Clause 3.3.3

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

## DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to bidders (the ‘**Bidder(s)**’), whether verbally or in documentary or any other form by or on behalf of the Delhi Urban Shelter Improvement Board (the “**DUSIB**” or “**Board**”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Board to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing all the necessary submissions and the financial offers pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Board in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Board, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Board accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Board, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during participation in the Bidding Process.

The Board also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Board may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Board is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Board reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

***Request for Proposal - Volume I***

***Installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi***

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Board or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Board shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



## 1. INTRODUCTION

### 1.1. Background

1.1.1. DUSIB has been established under the Delhi Urban Shelter Improvement Board Act, 2010 (“**DUSIB Act**”) in the National Capital Territory of Delhi. Under the DUSIB Act, DUSIB has been designated as the competent authority to implement the provisions of the Slum Areas (Improvement and Clearance) Act, 1956 in the National Capital Territory of Delhi. Pursuant to the provisions of the DUSIB Act, the Board inter alia has the power to provide services to the inhabitants of the Jhuggi Jhopri squatter settlements / clusters (“**JJ Clusters**”). DUSIB has identified locations near the JJ Clusters to provide better sanitation facilities. Therefore, DUSIB intends to outsource installation, operation maintenance and management of bio-digester enabled mobile toilet vans (“**MTV**”) at these identified locations (“**the Project**”) in accordance with conditions set out in this document.

The list of the locations and number of MTVs to be installed are provided in Schedule A of draft Concession Agreement.

1.1.2. The selected Bidder for the Project (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, installation, operation, maintenance and management of the Project under and in accordance with the provisions of an agreement (the “**Concession Agreement**”) to be entered for the Project between the Concessionaire and the Board in the form provided by the Board as part of the Bidding Documents pursuant hereto.

1.1.3. The draft Concession Agreement sets forth the detailed scope of the Project, the terms and conditions for authorisation to the Concessionaire to implement the Project, including the scope of the Concessionaire’s obligations and is enclosed as Volume II of this RFP.

1.1.4. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Board’s rights to amend, alter, change, supplement or clarify the scope of work pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims and/or consequent liability, of any nature whatsoever, on that account shall be entertained by or placed on the Board.

1.1.5. The Board shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Board pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Board, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

## **1.2. Brief Description of Bidding Process**

1.2.1. The Board has adopted a single-stage process (the "**Bidding Process**") through a e-tendering process for selection of the Bidder for award of the Project.

1.2.2. The Board hereby invites bidders ("**Bidder**" which expression shall, unless repugnant to the context, include the Members of the Consortium) to submit their Bids in accordance with the Bidding Documents for the Project.

1.2.3. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. Interested parties shall download the RFP document from the Board's website ([www.delhishelterboard.in](http://www.delhishelterboard.in)) and shall deposit Rs. 1500/- (Rupees one thousand and five hundred only) towards the non-refundable cost of the RFP document through ECS in account of Executive Engineer E-2 (Account Number: 06121000095461; Name of Bank: Punjab & Sindh Bank; Address: Siddharth Enclave New Delhi- 110014; Bank IFSC Code: PSIB0000612) up to **15.00** hrs on **20.08.2014**.

1.2.4. The Bid shall be valid for a period of not less than 180 (one hundred eighty) days from the Bid Due Date.

1.2.5. The Bidding Documents include Instruction to Bidders and the draft Concession Agreement, provided as Volume I and II respectively of this RFP.

1.2.6. A Bidder is required to deposit, along with its Bid, a bid security of Rs. 10 Lakhs (Rupees Ten Lakhs Only) (the "**Bid Security**") as per clause 2.20.

1.2.7. Bidders would need to submit the following sets of documents in as part of their Bid.

(a) "**Key Submissions**" which shall contain all the documents mentioned in Clause 2.11.2; and

(b) "**Financial Bid**" which shall contain financial bid specifying the Fee being quoted by the Bidder in the format provided in Appendix V to this RFP.

- 1.2.8. The evaluation of the Bid submissions would be carried out in the following three stages:
- (a) The first stage would involve a test of responsiveness based on the Key Submissions. Those Bids found to be substantially responsive would be evaluated in the second stage.
  - (b) In the second stage, the information of the Bidders relating to their technical capacity and financial capability would be evaluated as per Clause 3.3 and 3.4 of the RFP.
  - (c) In the third stage, the information of the Bidders relating to their technical capacity and financial capability would be verified.
  - (d) In the fourth stage, the Financial Bid would be opened and evaluated in accordance with Clause 3.5 of the RFP to identify the Selected Bidder.

- 1.2.9. The Financial Bids are invited for the Project on the basis of the lowest amount (the **“Fee”**) per MTV per month that the Bidder has quoted to receive from the Board in the form of lumpsum payments for award of the Project as per the terms and conditions set out in the draft Concession Agreement. The agreement period is pre-determined, as indicated in the Concession Agreement. **The Fee amount shall constitute the sole criteria for evaluation of the Financial Bids.** Subject to Clause 3.5, the Project will be awarded to the Technically Qualified Bidder quoting the lowest Fee.

In this RFP, the term **“Highest Bidder”** shall mean the Bidder who has quoted the lowest Fee.

In addition to the Fee, the Board shall also make specified fixed lumpsum payments (**“Lumpsum Payment”**) to the Concessionaire for the Project as per the terms and conditions set out in the draft Concession Agreement.

- 1.2.10. The Selected Bidder shall be identified as setout in Clause 3.5.
- 1.2.11. The Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.

- 1.2.12. Any queries or request for additional information concerning this RFP or amendment to Bidding Documents shall be submitted in writing or by fax and confirm by e-mail to the officer designated in Clause 2.11.4 below. The envelopes/ communication shall clearly bear the following identification/title:

*“Queries/ Request for Additional Information: RFP for installation, management, operation, and maintenance of bio-digester enabled mobile toilet vans in Delhi”*

### **1.3. Schedule of Bidding Process**

The Board shall endeavour to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
1. Sale of Bid Documents	<b>21.07.2014</b>
2. Last date for receiving queries	<b>31.07.2014</b>
3. Pre-Bid meeting	<b>06.08.2014 at 3.00 P.M.</b>
4. Board response to queries latest by	<b>11.08.2014</b>
5. Bid Due Date	<b>20.08.2014 at 3.00 P.M.</b>
6. Opening of Key Submissions	<b>20.08.2014</b>
7. Verification of documents	<b>25.08.2014</b>
8. Opening of Financial Bid	<b>to be notified on line</b>
9. Validity of Bids	180 days from Bid Due Date
10. Signing of Concession Agreement	30 days from issuance of LOA

#### **Venue of Pre-bid meeting:**

Office of Chief Engineer-I  
DUSIB  
Opp. Office of ACP (West) Shivaji Place  
Raja Garden  
New Delhi-110027

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General terms of Bidding

- 2.1.1. A Bidder shall submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2. A. The Bidder may be either: (i) a single incorporated entity, or (ii) a group of maximum three (3) incorporated entities (the **“Consortium”**), coming together to implement the Project. The term Bidder used in this RFP would apply to both a single entity and a Consortium.
- B. A single entity Bidder shall be entity registered as company under Companies Act, 1956 or Companies Act, 2013, or Societies Registration Act 1860 or The Indian Trust Act 1882. Further, in case of a Consortium, each of the entities forming the Consortium shall be a registered under any of the Acts as per the requirement for single entity Bidder. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.18 below.
- C. The Bidder or any Member, in case of Consortium, shall be holder of transfer of technology (**“TOT”**) agreement between the Bidder or any Member, in case of Consortium and Defence Research and Development Organization (**“DRDO”**) or Defence Research and Development Establishment (**“DRDE”**), Gwalior.
- 2.1.3. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the draft Concession Agreement for the Project shall have the meaning assigned thereto in the draft Concession Agreement.
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5. The Bid should be furnished in the format specified in this RFP, duly signed by the Bidder’s authorised signatory.

- 2.1.6. The Bidder should submit a Power of Attorney as per the format at Appendix II, authorising the signatory of the Bid to commit the Bidder.
- 2.1.7. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix III.
- 2.1.8. The Bidder shall not use any sum of money received in form of grant or donation from any third party for implementation of the Project.
- 2.1.9. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Board and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Board will not return any Bid or any information provided along therewith.
- 2.1.11. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In case the Bidder is a Consortium, the entire Consortium shall be disqualified. In the event of disqualification, the Board shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Board and not by way of penalty for, inter alia, the time, cost and effort of the Board, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Board under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company,

pension fund or a public financial institution referred to in the Companies Act, 2013. For the purposes of this Clause 2.1.11, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **“Subject Person”**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Board in the preparation of any documents, design or technical specifications of the Project.
- (vii) such Bidder or Member or any Associate thereof has any of his/her near relative working either directly recruited or on deputation in the Board. For the purpose of this RFP document, near relative is defined as:
  - (a) Members of a Hindu Undivided Family,
  - (b) Spouse,
  - (c) The one is related to the other in the manner as father, mother, son(s),

son's, wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

*Explanation:*

*In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.11, shall include each Member of such Consortium.*

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or otherwise.

- 2.1.12. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Board in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Board, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Board may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Board being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Schedule Project Completion Date.
- 2.1.13. This RFP is not transferable.
- 2.1.14. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.



- 2.1.15. No change in the Consortium will be allowed at any stage during the Bidding Process; however for Selected Bidder, change in the Consortium may be permitted by the Board, in its discretion, during the subsistence of the Concession Agreement upon specific written request for the same by all the members of the Consortium.
- 2.1.16. Notwithstanding anything stated elsewhere in the RFP document, the Board shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to the Board. The Bidders may be disqualified if it is determined by the Board, in its sole discretion, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the qualification criteria. Supplementary information or documentation may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by the Board.
- 2.1.17. Where the Bidder is a single entity, it shall execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, comply with the following additional requirements:
- (a) number of members in a consortium should be limited to 3 (three);
  - (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
  - (c) members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination shall be supported by a Power of Attorney, as per the format at Appendix III, signed by all the other members of the Consortium;
  - (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
  - (e) An individual Bidder cannot at the same time be member of a Consortium, submitting its Bid. Further, a member of a particular Consortium cannot be a member of any other Consortium submitting its Bid;
  - (f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix VI (the “Jt. Bidding Agreement”) on non-judicial stamp paper of relevant value for the purpose of submitting Bid. The Jt. Bidding Agreement shall, inter alia:

- (i) convey the intent to enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium;
- (ii) clearly outline the proposed roles and responsibilities of each member at each stage of the Project;
- (iii) commit that each of the members, whose experience will be evaluated for the purposes of this RFP shall commit for undertaking the project during the subsistence of Concession Agreement
- (iv) include a statement to the effect that all members of the Consortium shall, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project at all times during the term of the Concession Agreement;

(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Bid shall be considered non-responsive and be liable for rejection) and

- (v) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Board.

2.1.18. Any entity which has been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.19. A Bidder/ Consortium Member or Associates should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder/ Consortium Member or Associates as the case may be, nor been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder/ Consortium Member or Associates.

2.1.20. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.1.17, 3.3.3 and 3.4, the Technical Capacity and Financial Capacity of their respective Associates would not be eligible hereunder.

2.1.21. The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) Bidders should demonstrate their capacity in accordance with Clause 3.3 and Clause 3.4 below; and
- (d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.1.22. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of the Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of the Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## **2.2. Number of Bids and the Cost thereof**

2.2.1. No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. Any Bidder who submits or participates in more than one Bid for a Project, either individually or as part of a Consortium, will be disqualified and would cause the disqualification of such consortia.

2.2.2. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Board will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**2.3. Site visit and verification of information**

2.3.1. Bidders are encouraged to submit their respective Bids after visiting the locations for MTVs and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

**2.4. Acknowledgement by Bidder**

2.4.1. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Board;
- (c) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (d) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Board relating to any of the matters referred to in Clause 2.4.1 above;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Board, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged and agreed that any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Board, shall not be entertained by the Board;
- (g) acknowledged that it does not have a Conflict of Interest;
- (h) agreed to be bound by the undertakings provided by it under and in terms hereof;
- (i) made a complete and careful examination of the various aspects of the Project including but not limited to:

- (i) the locations for MTVs including any existing facilities and structures;
- (ii) the condition of the access roads, ground conditions, utilities, availability of water and power supply in accordance with the Project requirements in the vicinity of the site;
- (iii) all other matters that might affect the Bidder's performance under the terms of this RFP.

2.4.2. The Board shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Board.

## **2.5. Right to accept and to reject any or all Bids**

2.5.1. Notwithstanding anything contained in this RFP, the Board reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Board rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder

2.5.2. The Board reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Board, the supplemental information sought by the Board for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Financial Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Board reserves the right to take any such measure as may be deemed fit in the sole discretion of the Board, including annulment of the Bidding Process.

2.5.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Project thereby granted by the Board, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or

entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Board to the Bidder, without the Board being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Board shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Board for, inter alia, time, cost and effort of the Board, without prejudice to any other right or remedy that may be available to the Board.

- 2.5.4. The Board reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Board to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Board thereunder.

## **B. DOCUMENTS**

### **2.6. Contents of the RFP**

- 2.6.1. This RFP (Volume I) comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any CSD issued in accordance with Clause 2.8.

#### **Invitation for Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conferences
- Section 6. Miscellaneous

#### **Appendices**

- I. Letter of Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Bank Guarantee for Bid Security
- V. Financial Bid
- VI. Joint Bidding Agreement for Consortium

- 2.6.2. The draft Concession Agreement (Volume II of RFP) provided by the Board as part of the Bid Documents shall be deemed to be part of this RFP.

## **2.7. Clarifications**

- 2.7.1. Bidders requiring any clarification on the RFP may notify the Board in writing or by fax and/ or confirm by e-mail to the address provided in Clause 2.11.4. They should send in their queries before the last date for receiving queries as specified in Clause 1.3. The Board shall endeavour to respond to the queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Board shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Board will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.7.2. The Board shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Board reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Board to respond to any question or to provide any clarification. No extension of any time and date shall be granted on the basis or grounds that the Board has not responded to any question or provided any clarification.
- 2.7.3. The Board may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Board shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by The Board or its employees or representatives shall not in any way or manner be binding on the Board.

## **2.8. Amendment of Bidding Document**

- 2.8.1. At any time prior to the Bid Due Date, the Board may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Common Set of Deviation (“CSD”).
- 2.8.2. Any CSD thus issued will be sent in writing to all those who have purchased the RFP and may also be posted on the website of the Board.
- 2.8.3. In order to afford the Bidders a reasonable time for taking CSD into account, or for any other reason, the Board may, at its own discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.9. Language, Currency and Communication**

- 2.9.1. The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.9.2. The currency for the purpose of the Bid shall be the Indian Rupees (INR).
- 2.9.3. All correspondences between the Board and the Bidder shall be in writing sent through registered mail or courier (or fax for advance copy only).

### **2.10. Format and Signing of Bid**

- 2.10.1. The Bidder shall provide all the information sought under this RFP. The Board will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.
- 2.10.2. The Bidder shall submit one original and one copy of the Key Submissions. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.10.3. The Bid and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in **blue ink**. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

### **2.11. Sealing and Marking of Bid**

- 2.11.1. The Bidder shall submit the Bids in the manner specified in this Clause 2.11.
- 2.11.2. The Bidder shall submit coloured scanned copies of the Bids comprising the following documents and marked as “Key Submissions” and “Financial Bid”.



### **Key Submissions**

- (a) Letter of Bid in the prescribed format Appendix I along with Annexes I, II, III , IV and supporting documents as per the provisions of Clause 3.3.3;
- (b) Power of Attorney for signing of Bid in the prescribed format (Appendix II) as per the provisions of Clause 2.1.6;
- (c) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix III) as per the provisions of Clause 2.1.7;
- (d) Bid security as Bank Guarantee in form of a Bank Guarantee or ECS in the prescribed format (Appendix IV) as per the provisions of Clause 2.20;
- (e) Copy of memorandum and articles of association or byelaws or trust deed or any other incorporation documents;
- (f) Copies of Bidder's or each Consortium Member's duly audited balance sheet and profit and loss account for the preceding two years as per the provisions of Clause 3.4.1;
- (g) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix VI as per the provisions of Clause 2.1.17 (f);
- (h) A copy of the draft Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove; and
- (i) A copy bio-digester TOT agreement as specified in Clause 2.1.2 (C).

### **Financial Bid**

“Financial Bid” shall contain financial bid specifying the Fee amount in both figures and words, in Indian Rupees, being quoted by the Bidder in the format provided in Appendix V to this RFP. In the event of any difference between figures and words, the amount indicated in the words shall be taken into account. Financial Bid shall be signed by the Bidder's authorised signatory.

The Fee shall be payable to the Concessionaire by the Board as per the terms and conditions of this RFP and the provisions of the draft Concession Agreement.

2.11.3. The coloured scanned copy of the Key submissions and the Financial Bid shall be uploaded on the Delhi e-procurement website (<http://www.govtprocurement.delhi.gov.in>) by the Bid Due Date.

2.11.4. In addition to electronic submission set out in Clause 2.11.3, the Bidder shall also submit the hard copy of the Key Submissions for verification as follows:

(a) The Bidder shall seal the envelopes of the Key Submissions and mark them as Key Submissions. The sealed envelope shall then be placed in a single outer cover, clearly making each of the envelopes as “Original”.

(b) The envelopes shall clearly bear the following identification:

***“Bid for installation, operation, maintenance and management of  
bio-digester enabled mobile toilet vans in Delhi”***

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

(c) The sealed envelopes shall be submitted by the Bid Due Date to the address mentioned below:

ATTN. OF:	The Executive Engineer (E-2)
ADDRESS:	Office of Executive Engineer(E-2) DUSIB 1 Kilokari, Opp. Maharani Bagh Ring Road New Delhi - 110014
Mobile:	09717999215
E-MAIL ADDRESS	diwakerdelhishleter@gmail.com

(d) If the envelopes are not sealed and marked as instructed above, The Board takes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.5. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

**2.12. Bid Due Date**

- 2.12.1. The Bid should be submitted upto 1500 hours IST on the Bid Due Date, at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP.
- 2.12.2. The Board may, in its sole discretion, extend the Bid Due Date by issuing a CSD in accordance with Clause 2.8 uniformly for all Bidders.

**2.13. Late Bids**

Bids received by the Board after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**2.14. Contents of the Bid**

- 2.14.1. The Bid submission shall be made in the manner as set out in Clause 2.11. The Financial Bid shall comprise of the Fee to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Fee required by him in accordance with this RFP and the provisions of the draft Concession Agreement.
- 2.14.2. The Project will be awarded to the Highest Bidder.
- 2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.14.4. The proposed Concession Agreement shall be deemed to be part of the Bid.

**2.15. Modifications/ Substitution/ Withdrawal of Bids**

- 2.15.1. The Bidder may modify, substitute or withdraw its Bid after submission provided that written notice of the modification, substitution or withdrawal is received by the Board prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date.
- 2.15.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.15.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by The Board, shall be disregarded.

## **2.16. Rejection of Bids**

2.16.1. Notwithstanding anything contained in this RFP, the Board reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulments, and without assigning any reason thereof. In the event that the Board rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2. The Board reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16.3. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid shall be summarily rejected and no further queries or claims, of any nature whatsoever, shall be entertained or maintainable against the Board in that regard.

## **2.17. Validity of Bids**

2.17.1. The Bids shall be valid for a period of not less than 180 (one hundred eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Board. The Board reserves the right to reject any Bid that does not meet this requirement.

2.17.2. Any Bidder may refuse to extend the period of validity of its Bid without forfeiting its Bid Security. A Bidder extending the period of validity of its Bid will not be allowed to modify its Bid, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 2.20 of this RFP in all respects.

2.17.3. The Selected Bidder shall be required to extend the Bid validity period till the date of execution of the Concession Agreement.

## **2.18. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Board in relation to, or matters arising out of, or concerning the Bidding Process. The Board will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Board may not divulge

any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Board or as may be required by law or in connection with any legal process.

## **2.19. Correspondence with the Bidder**

Save and except as provided in this RFP, the Board shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **D. BID SECURITY**

### **2.20. Bid Security**

2.20.1. The Bidders will have an option to provide Bid Security through ECS or in the form of a bank guarantee acceptable to the Board.

2.20.2. The Bid Security to be submitted in the form of a bank guarantee with the amount referred in Clause 1.2.6 hereinabove shall be issued by a Scheduled Bank in India, in favour of Executive Engineer E-2, Delhi Urban Shelter Improvement Board, New Delhi in the format at Appendix IV (the “**Bank Guarantee**”) and having a validity period of not less than 240 (two hundred forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Board and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.3. Bid Security referred in the above clause can also be deposited through ECS in account of Executive Engineer E-2 (Account No: 06121000095461; Name of Bank: Punjab & Sindh Bank; Address: Siddharth Enclave New Delhi – 110014; Bank IFSC Code: PSIB 0000612) up to Bid Due Date. Board shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.4. Any Bid not accompanied by the Bid Security shall be rejected by the Board as non responsive.

2.20.5. Save as provided in Clause 1.2.6, the Bid Security of unsuccessful Bidders will be returned by the Board, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Board. Bidders may by specific instructions in writing to the Board give the name and address of the person in whose favour the said demand draft shall be drawn by the Board for refund, failing which

it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

- 2.20.6. The Board shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Board will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.7. The Bid Security shall be forfeited and appropriated by the Board as Damages without prejudice to any other right or remedy that may be available to the Board hereunder or otherwise, under any of the following conditions.
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
  - (c) In the case of Selected Bidder, if it fails within the specified time limit -
    - (i) to sign the Concession Agreement and/or
    - (ii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement;
  - (d) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security; or
  - (e) In any other case as specified under this RFP.
- 2.20.8. The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Board may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

### **3. EVALUATION OF BIDS**

#### **3.1. Opening and Evaluation of Bids**

- 3.1.1. The Board shall open the Bids at the time specified in Clause 1.3, at the place specified below and in the presence of the Bidders who choose to attend.

Office of Executive Engineer (E-2)  
DUSIB  
1 Kilokari, Opp. Maharani Bagh  
Ring Road  
New Delhi – 110014

- 3.1.2. The Board will examine and evaluate the Bids in accordance with the provisions set out in this Section 3. The Board shall not open the Bids for which it has received request for withdrawal as per Clause 2.15 of this RFP, by the Bid Due Date.
- 3.1.3. To facilitate evaluation of Bids, the Board may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. Such clarification shall be provided within the time specified by the Board for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. However, the Bidders are advised that evaluation of the Bids will be entirely at the discretion of the Board. The Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given. If the Bidder does not provide clarification sought by the Board within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Board may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Board.
- 3.1.4. Any information contained in the Bid shall not in anyway be construed as binding on the Board, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.1.5. The Board reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 3.1.6. To assist in the examination, evaluation and comparison of Bids, the Board may utilize the services of consultant(s) or advisor(s).

- 3.1.7. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Board may, in its sole discretion, exclude the relevant project from evaluation of such Bid. In the event that a Bidder claims credit for a project, and such claim is determined by the Board as incorrect or erroneous, the Board shall reject such claim and exclude the same from evaluation of the Bid. Where any information is found to be patently false or amounting to a material misrepresentation, the Board reserves the right to reject the Bid as per terms of this RFP.

**3.2. Tests of responsiveness, Evaluation for Qualification and Financial Bid**

- 3.2.1. Prior to evaluation of Bids, the Board shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix I and its Annexes;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.11;
- (d) it is accompanied by valid Bid Security as specified in Clauses 2.20;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.6 and 2.1.7, as the case may be;
- (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (g) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.1.17(f);
- (h) it does not contain any condition or qualification; and
- (i) it is not non-responsive in terms hereof.

- 3.2.2. The Board reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Board in respect of such Bid.



### 3.3. Evaluation Parameters

3.3.1. Only those Bidders who meet the eligibility criteria specified in Clauses 3.3.3 shall qualify for evaluation under this Section 3. Bids of consortia who do not meet these criteria shall be rejected.

3.3.2. The Bidder's competence and capacity is proposed to be established by the following parameters:

(a) Technical Capacity; and

(b) Financial Capacity

3.3.3. The Bidder would be evaluated as follows:

**(A) Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall meet the requirements of any one of the following Categories:

Category	Parameter
I.	The Bidder should have successfully supplied and commissioned a minimum of 5 (five) bio-digester technology based toilets works in any one of the last 5 (five) financial years immediately preceding the Bid Due Date. The amount invoiced by the bidder for each toilet work should be more than Rs. 5.0 Lakhs (Rupees Five Lakhs only)
	Or
II.	The Bidder should have successfully supplied and commissioned a minimum of 8(eight) bio-digester technology based toilets works in in any two consecutive financial in the last 5 (five) financial years immediately preceding the Bid Due Date. The amount invoiced by the bidder for each toilet work should be more than Rs. 5.0 Lakhs (Rupees Five Lakhs only)

The Bidder must establish a minimum Technical Capacity as specified in this Clause 3.3.3(A), and provide details as per format at Annex-II of Appendix I.

The details of the project under each of the above mentioned category should be provided as per format at Annex-IV of Appendix I.

- (B) **Financial Capacity:** The Bidder shall have a minimum average annual turnover (the “**Financial Capacity**”) of Rs 50.0 lakhs (Rupees fifty lakhs only) for last 2 preceding financial years immediately preceding the Bid Due Date.

In case of a Consortium, the combined Technical Capacity and Financial Capacity of all the Members shall be considered and shall satisfy the conditions in this RFP.

The Bidders meeting the Technical and Financial capacity criteria mentioned in the clause 3.3.3 (A) and 3.3.3 (B) shall be terms as “**Technically Qualified**”.

### **3.4. Financial information for purposes of evaluation**

- 3.4.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 2 (two) financial years, preceding the year in which the Bid is made.
- 3.4.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 2 (two) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3. The Bidder must establish a minimum Financial Capacity as specified in Clause 3.3.3(B), and provide details as per format at Annex-III of Appendix I.
- 3.4.4. The Bidder shall also enclose with its Bid a certificate(s) from its statutory auditors specifying the turnover of the Bidder, for last 2 preceding financial year and also specifying that the methodology adopted for calculating such turnover. For the purposes of this RFP, turnover (the “**Turnover**”) shall mean the annual gross revenue earned by the Bidder in the respective Financial Year.

### **3.5. Evaluation of Financial Bid**

- 3.5.1. The Financial Bid of the Technically Qualified Bidders as specified in Clause 3.3.3 shall be opened in presence of the Bidder’s representative who are present at the time and place notified in advance to such Bidders. The Bidder requiring the lowest Fee from the Board, shall be declared as the Highest Bidder (the “**Selected Bidder**”).
- 3.5.2. In the event that two or more Bidders quote the same amount of lowest Fee from the Board (the “**Tie Bidders**”) for the Project, the Board may: (a) invite fresh Financial Bids from the Tie Bidders provided that the Bidders will not be allowed to quote higher than the amounts already quoted; OR (b) in its sole discretion, may annul the Bidding Process.

- 3.5.3. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance, the Board reserves the right to take any such measure as may be deemed fit in the sole discretion of the Board, including annulment of the Bidding Process.
- 3.5.4. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Board to the Selected Bidder/s as per the format in Appendix VII and the Selected Bidder/s shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder as mentioned above is not received by the stipulated date, the Board may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Board on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.5.5. After acknowledgement of the LOA as aforesaid by the Selected Bidder/s, it shall execute the Concession Agreement within the period of 30 (thirty) days from date of issuance of LOA. The Selected Bidder/s shall not be entitled to seek any deviation in the draft Concession Agreement. Further, before execution of the Concession Agreement, the Selected Bidder/s shall furnish the Performance Security as per the provisions of the draft Concession Agreement.
- 3.5.6. In the event that any Selected Bidder does not execute the Concession Agreement within the period mentioned in Clause 3.5.5 above, they shall be given an additional 2 (two) weeks for the same, subject to a deduction 0.1% of the Bid Security for each week of delay.

In the event any Selected Bidder as mentioned above, does not execute the Concession Agreement within the stipulated timeframe, the Board may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Selected Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Board on account of failure of the Selected Bidder to execute the Concession Agreement.

### **3.6. Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Board makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Board and/ or their employees/ representatives on matters related to the Bids under consideration.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Board shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Board shall forfeit and appropriate the Bid Security or Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Board towards, inter alia, time, cost and effort of the Board, without prejudice to any other right or remedy that may be available to the Board hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Board under Clause 4.1 hereinabove and the rights and remedies which the Board may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Board to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Board during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Board to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Board who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Board, shall be deemed to constitute influencing the actions of a person connected with the Bidding

Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Board in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Board with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Board. The Board shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 Notwithstanding anything contained in this RFP and/or Concession Agreement, the Board, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Board by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Board, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

## APPENDIX I

### Letter of Bid

Dated:

To

Office of Executive Engineer (E-2)

DUSIB

1 Kilokari, Opp. Maharani Bagh

Ring Road

New Delhi – 110014

**Sub: Bid for installation, operation, maintenance and management bio-digester enabled mobile toilet vans in Delhi**

Dear Sir,

- 1 With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- 2 We propose to submit our Bid in individual capacity as \_\_\_\_\_  
OR  
We propose to submit our Bid as a consortium comprising of the following Members: (i) \_\_\_\_\_ (Lead Member); (ii) \_\_\_\_\_; and (iii) \_\_\_\_\_.
- 3 I/We acknowledge that the Board will be relying on the information provided in the Bids and the documents accompanying such Bids for the aforesaid project and we certify that all information provided in the Bid and in Annexes I, II, III & IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bids are true copies of their respective originals.
- 4 This statement is made for the express purpose of qualifying as a Bidder for the implementation of the aforesaid Project.
- 5 I/ We shall make available to the Board any additional information it may find necessary or require to supplement or authenticate the Bid.
- 6 I/ We acknowledge the right of the Board to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to



challenge the same on any account whatsoever.

- 7 We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract by any public authority terminated for breach on our part.
- 8 I/ We declare that:
- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Common Set of Deviation issued by the Board.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.11 and 2.1.12 of the RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Board or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.1.5 of the RFP document.
- 10 I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the turnover and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document

- 11 I/ We declare that we/ any Member of the Consortium, or our/its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
- 12 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 13 I/ We further certify that in regard to matters relating to security and integrity of the country, we or any member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 14 I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of the Consortium or against our/their Associates or against our CEO or any of our Directors/ Managers/ employees.
- 15 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provision of this RFP, we shall intimate the Board of the same immediately.
- 16 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Board in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 17 In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 18 I/We have studied all the Bidding Documents carefully and also surveyed the locations for MTVs. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Board or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project .

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***Installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi***

- 19 The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the locations for MTVs and all the conditions that may affect the Bid.
- 20 I/We have submitted a Bid Security of Rs 10 Lakhs (Rupees Ten Lakhs only) to the Board in accordance with the RFP Document.
- 21 I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
- 22 In the event of my/ our being declared as the Selected Bidder, I/We agree that any sum of money received in form grant or donation from any third party shall not be utilized for implementation of the Project.
- 23 I/ We declare that we/ any Member of the Consortium, or our/its Associates do not have any near relative working in the Board.
- 24 I/We agree to keep this offer valid for 180 (one hundred eighty) days from the Bid Due Date specified in the RFP.
- 25 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Yours faithfully,  
(Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)  
Name and seal of Bidder/Lead Firm

**Annex-I**  
**Details of Bidder**

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Act under which Bidder is incorporated:
  - (d) Address of the headquarters and its branch office(s), if any, in India:
  - (e) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Board:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.17 (f) should be attached to the Bid.
  - (c) Information regarding role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.1.17 (d)}
1.		
2.		
3.		

\* The role of each Member, as may be determined by the Bidder, should be indicated.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

**Annex-II**  
**Technical Capacity of the Bidder<sup>@</sup>**  
(Refer to Clauses 3.3.3 (A))

<b>Bidder type #</b>	<b>Name and location of the project</b>	<b>Number of toilets installed</b>	<b>Bio-digester technology used</b>	<b>Invoiced Amount (in INR)</b>	<b>Year</b>
Single entity Bidder / Lead Member	a				
	b				
	c				
Consortium Member 2	2a				
	2b				
	2c				
Consortium Member 3	3a				
	3b				
	3c				

<sup>@</sup> Provide details of only those projects that have been undertaken by the Bidder under its own name specified in Clause 2.1.20

# A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.

**Annex-III**  
**Financial Capacity of the Bidder**  
(Refer to Clauses 3.3.3 (B), and 3.4 of the RFP)

(In Rs. crore)

Bidder type \$	Turnover€ FY____	Turnover FY____	Average Turnover
(1)	(2)		
Single entity Bidder / Lead Member			
Consortium Member 2			
Consortium Member 3			
TOTAL			

Name and address of Bidder's Bankers:

- § A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.
- € The Bidder should provide details of its own Financial Capability specified in Clause 2.1.20.

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 2 (two) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. The Bidder shall also provide the name and address of the Bankers to the Bidder.
3. Turnover means the annual gross revenue earned by the Bidder in the Financial Year.
4. The Bidder shall provide an Auditor's Certificate specifying the Turnover of the Bidder and also specifying the methodology adopted for calculating such Turnover in accordance with Clause 3.4.4 of the RFP document.

**Annex-IV**

**Details of the Projects**

(Refer to Clauses 3.3.3 (A), and 3.4 of the RFP)

Project Code:

<b>Item (1)</b>	<b>Refer Instruction (2)</b>	<b>Particulars of the Project (3)</b>
Title and nature of the project		
Entity for which the project was constructed/ developed Address of client and details of the contact person.		
Location		
No of seats in the toilets		
Source of bio-digester technology		
Name and address of fabricator of toilets.		
Invoice Amount	4	
Details of the bio-digester technology used		
Date of commencement of project/ contract		
Date of commissioning		

**Instructions:**

1. Bidders are expected to provide information in respect of project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.3.3 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each project.
4. Provide the invoice amount for the project.



5. Experience for any activity relating to an project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
6. Certificate from the client or the Bidder's statutory auditor (In case duly certified audited annual financial statement containing the requisite details are provided, a separate certification by statutory auditor would not be necessary) must be furnished as per format below for each project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidders/Member may provide the requisite certification.
7. The client certificate shall provide details of the project as provided in the table above and should be accompanied by the work order issued by the client or agreement entered into with the client.
8. The certificate from its statutory auditor should be in the following format:

**Certificate from the Statutory Auditor regarding projects**

Based on its Book of Accounts and other published information authenticated by us,  
{This is to certify that ..... (name of the Bidder/Member) was engaged by ..... (title of the Client) to execute ..... (name of project) for ..... (nature of project)}. ..... (number of toilets) were supplied and commissioned by ..... (name of the Bidder/Member) based on ..... (specify the bio-digester technology). The project was commissioned on ..... (date of commissioning).

We further certify that the total invoice amount for the project was Rs. ...., of which the Bidder/Member had received Rs. .... (Rupees .....).

[It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.]<sup>1</sup>

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the Authorised Signatory and date).

Date:

15. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project.

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<sup>1</sup> This certification should only be provided in case of jobs/contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

**APPENDIX II**  
**Power of Attorney for signing of Bid**  
(On stamp paper of appropriate value)

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the **“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 Bid for the installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi proposed by Delhi Urban Shelter Improvement Board (the **“Board”**) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Board, representing us in all matters before the Board, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Board in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Board.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said 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 Attorney 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 EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*.

For \_\_\_\_\_  
(Signature)  
(Name, Title and Address)

Witnesses:

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1

2

Accepted

[Notarised]

(Signature)

(Name, Title 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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and 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.*

### APPENDIX III

#### Power of Attorney for Lead Member of Consortium

(On stamp paper of appropriate value)

Whereas the Delhi Urban Shelter Improvement (“the Board”) has invited Bids from qualified parties for installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi (“the Project”) Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as 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 and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Project/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Board, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Board.

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AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\*\*.

For \_\_\_\_\_ (Name & Title)

For \_\_\_\_\_ (Name & Title)

For \_\_\_\_\_ (Name & Title)

Witnesses:

1

2

[Notarised]

(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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and 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.*

**APPENDIX IV**  
**Bank Guarantee for Bid Security**

B.G. No.

Dated:

- 1 In consideration of you, Delhi Urban Shelter Improvement Board, having its office at \_\_\_\_\_, (hereinafter referred to as “Board”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ [a Company registered under provision of the \_\_\_\_\_ Act, \_\_\_\_\_] and having its registered office at \_\_\_\_\_ [and acting on behalf of its Consortium] (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi (hereinafter referred to as “the Project”) pursuant to the RFP Document dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 1.2.6 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Board an amount of Rs 10.0 lakhs (Rupees ten lakhs only) as bid security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by Board stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Board is disputed by the Bidder or not merely on the first demand from Board stating that the amount claimed is due to Board by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

only).

- 4 This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between Board and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that Board shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of Board that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Board and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, Board shall be entitled to treat the Bank as the principal debtor. Board shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to Board, and the Bank shall not be released from its liability under these presents by any exercise by Board of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Board or any indulgence by Board to the said Bidder or by any change in the constitution of Board or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

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- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
  
- 10 It shall not be necessary for Board to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Board may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
  
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Board in writing.
  
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)



## APPENDIX V

### Specimen of Financial Bid

(on the letterhead of the Bidder/ Lead Member)

Date:

To,  
Executive Engineer (E-2)  
DUSIB  
1 Kilokari, Opp. Maharani Bagh,  
Ring Road,  
New Delhi – 110014

**Re: Installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi**

Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Request for Proposal (RFP) document dated \_\_\_\_\_ including the provisions of Article 10 of draft Concession Agreement provided to us by DUSIB in respect of the captioned Project, the undersigned hereby submit below our Financial Bid in response to the RFP.

We hereby submit our bid for undertaking the aforesaid Project in accordance with the Bidding Documents and draft Concession Agreement and require the Fee as follows:

Parameter		Value in Figures	Value in Words
Fee per MTV Per Month (In INR)	(A)		
Total fee per annum for 67 MTVs	(B)= (A) X 67 X12		

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

We understand that DUSIB is not bound to accept any Bid they receive.

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Yours faithfully,

For and on behalf of

.....

(Name of the Bidder<sup>2</sup>)

\_\_\_\_\_

(Signature of Authorized Signatory)

\_\_\_\_\_

(Name and designation of the Authorised Person)

\_\_\_\_\_

<sup>2</sup> In case of Consortium, names of all members of Consortium

## APPENDIX VI

### Joint Bidding Agreement

(Refer Clause 2.1.17 (f))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of..... 20...

#### AMONGST

1. {....., a ..... incorporated under the .....Act, .....} and having its registered office at ..... (hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

2. {....., a ..... incorporated under the .....Act, .....} and having its registered office at ..... (hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

3. {....., a ..... incorporated under the .....Act, .....} and having its registered office at ..... (hereinafter referred to as the **“Third Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

**WHEREAS,**

- A. \_\_\_\_\_, established under the \_\_\_\_\_, represented by its \_\_\_\_\_ and having its principal offices at \_\_\_\_\_] (hereinafter referred to as the “**Board**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids”) by its Request for Proposal No. .... dated .....(the “**RFP**”) for selecting bidders for installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi (the “**Project**”).
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into a Concession Agreement with the Board and for performing all its obligations as the Concessionaire in terms

of the Concession Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and thereafter during the subsistence of the Concession Agreement when all the obligations shall become effective;
- b) {Party of the Second Part shall be the Technical Member of the Consortium;} and
- c) {Party of the Third Part shall be the Financial Member of the Consortium; and}

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the draft Concession Agreement, at all times during the subsistence of the Concession Agreement in accordance with the provisions thereof.

**6. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws, trust deed or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **7. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination of the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Board to the Bidder.

**8. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Board.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

[Notarised]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.



## APPENDIX VII

### Format of Draft Letter of Award

Date :

To

**Authorised Signatory of the Selected Bidder/s**

Dear Mr. \_\_\_\_\_ ,

**Subject: Letter of Acceptance for *Installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi***

1. This is in reference to the Proposal submitted by \_\_\_\_\_ {Name of Successful Bidder} by the Bid Due Date (\_\_\_\_\_) in response to the Request for Proposal (“RFP”) Document (along with the amendments made thereafter) released by Delhi Urban Shelter Improvement Board (DUSIB) on \_\_\_\_ {date of release of RFP} for Installation, operation, maintenance and management of bio-digester enabled mobile toilet vans in Delhi.
2. The aforesaid Bid was considered and evaluated by the bid evaluation committee constituted by DUSIB for this purpose.
3. *Further, subsequent discussions were held with you on \_\_\_\_\_, and the summary of such discussions is set out in the enclosed Enclosure/s. {To be inserted where such discussions have been held}.*
4. DUSIB is now pleased to inform that \_\_\_\_\_ (name of Selected Bidder) has been selected as the Selected Bidder for installation, operation, maintenance and management of \_\_\_\_\_ {insert number of MTVs} bio-digester enabled mobile toilet vans in Delhi.
5. This letter is intended to convey the acceptance of DUSIB, subject to the terms & conditions specified in the RFP issued to your company and conditions set out in the draft Concession Agreement to be executed within 30 (thirty) days from the date of this letter, of the Bid submitted by Selected Bidder, wherein Selected Bidder has quoted an Fee of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) per MTV per month and Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) for \_\_\_\_\_ {insert number of MTVs} per annum.
6. As a token of your acknowledgment of this letter, within 7 (seven) days from the date of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory.

7. Further, you are also requested to comply, within 30 (thirty) days from the date of this letter with regard to the following:
- a) Execution of the Concession Agreement;
  - b) Furnish a Performance Security for the sum of Rs. \_\_\_\_\_ , in terms of the Concession Agreement;

Kindly note that this communication by itself does not create any rights in you and your rights shall come into effect upon complying with conditions set out in para 6 and 7 and the execution of Concession Agreement.

Yours truly,