Delhi Urban Shelter Improvement Board

Request for Empanelment (RFE)

Management of Night Shelters in Delhi

VOLUME – I

Instructions to Application

October 2015

Delhi Urban Shelter Improvement Board
Punarwas Bhawan, I.P. Estate, New Delhi - 110001

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Disclaimer

The information contained in this Request for Empanelment document (the "**RFE**" or "**Request for Empanelment**") or subsequently provided to Application(s), whether verbally or in documentary or any other form, by or on behalf of the Delhi Urban Shelter Improvement Board or any of its employees or
advisors, is provided to Application(s) on the terms and conditions set out in this RFE and such other terms and conditions subject to which such information is provided.

This RFE is not an agreement and is neither an offer nor invitation by the Delhi Urban Shelter Board to the prospective Applications or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their application for empanelment pursuant to this RFE (**the "Application"**). This RFE 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 Application may require. This RFE 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 RFE. The assumptions, assessments, statements and information contained in this RFE may not be complete, accurate, adequate or correct. Each Application 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 RFE and obtain independent advice from appropriate sources.

Information provided in this RFE to the Application(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 Application or Application, 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 RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE or arising in any way with empanelment of Applicants for participation in the Empanelment Process.

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

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 RFE.

The issue of this RFE does not imply that the Board is bound to select and empanel pre-qualified Applications for Empanelment Stage or to appoint the selected Applicant or SMA, as the case may be, for the Project and the Board reserves the right to reject all or any of the Applications or Application without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Board shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Application in preparation or submission of the Application, regardless of the conduct or outcome of the Empanelment Process.

Glossary

Board	As defined in Disclaimer.
Empanelment Process	As defined in Clause 1.3.2
Due Date	As defined in Clause 2.3.4
Documents	As defined in Clause 2.2
Government	Government of NCT of Delhi
LOA	As defined in Clause 3.5.6
Project	As defined in Clause 1.1.1
DUSIB	As defined in Clause 1.1.1
RFE or Request for Empanelment	As defined in Disclaimer.
Shelter Management Agency	As defined in Clause 1.1.2
Shelter Management Agreement	As defined in Clause 1.1.2

1. Introduction

1.1. Background

1.1.1. The DUSIB is a statutory body constituted under the DUSIB Act 2010 (hereinafter referred to as the "**Act**"). DUSIB aims to provide safe shelter and support services for people who are homeless in National Capital Territory (hereinafter referred to as the "NCT") of Delhi. DUSIB has created and is managing ab out 200 night shelters in the NCT of Delhi. DUSIB proposes to empanel the shelter management agencies to outsource the operation, maintenance and management of night shelters in Delhi (the **"Project/s"**) to suitable entities. The eligible applicants are requested to submit their applications, revenue district wise for empanelment. One applicant can apply in as many as districts as per the capacity to implement the projects in concerned districts. DUSIB reserves the right to amalgamate, night shelters falling in two or more districts considering the exigencies.

It may be noted that for all intents and purposes each of the Project is independent of each other. Each of the Projects shall be implemented through separate Shelter Management Agreements.

1.1.2. The work related to operations and Management of night shelter projects wise will be awarded to empanelled Agencies only and the agency shall be responsible for operation, maintenance and management of the Project/s under and in accordance with the provisions of a Shelter Management agreement (the "**Shelter Management Agreement**") to be entered separately for each Project between the Shelter Management Agency and the Board in the form provided by the Board as part of the Documents pursuant hereto.

1.1.3. The draft Shelter Management Agreement sets forth the detailed scope of the Project, the terms and conditions for authorisation to the Shelter Management Agency to deliver services, including the scope of the Shelter Management Agency's obligations and is enclosed as Volume II of this RFE.

1.1.4. The statements and explanations contained in this RFE are intended to provide a proper understanding to the Applicant about the subject matter of this RFE and should not be construed or interpreted as limiting in any way or manner the scope of services

and obligations of the Shelter Management Agency set forth in the Shelter Management Agreement or the Board's rights to amend, alter, change, supplement or clarify the scope of work pursuant to this RFE or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Documents including this RFE 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 Applications pursuant to this RFE in accordance with the terms set forth in this RFE and other documents to be provided by the Board pursuant to this RFE as modified, altered, amended and clarified from time to time by the Board, and all Applications shall be prepared and submitted in accordance with such terms on or before the Due Date.

1.2. Process for implementation of the DUSIB scheme

1.2.1. The RFE for the Project can be downloaded from the Board's website (www.delhishelterboard.in)

1.2.2. The evaluation of the Application submissions would be carried out in the following stages:

(a) The first stage would involve a test of responsiveness based on the Technical Bid. Those Bid found to be substantially responsive would be evaluated in the second stage.

(b) In the second stage, the information of the Applicant relating to their technical capacity and financial capability would be evaluated

1.2.3. The Shelter Management Agency shall be entitled to charge the pre-determined fees from the users of the Project as per the provisions of the Shelter Management Agreement.

1.2.4. The Applicants are invited to examine the Project/s in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Application for empanalement.

1.3. Brief description of the Empanelment Process

1.3.1. The Board through this document is inviting applications from eligible entities for participating in the empanelment process for appointment as Shelter Management Agency for Night Shelter projects.

1.3.2. A panel of agencies would be empanelled out of which, the Board would select and appoint agencies as SMA for an initial period of 2 (Two) years. The panel thus created would be valid for a period of 2 (Two) years from the date of notification of the panel. The empanelment period may be extended further for a period of 2 (Two) years on the same terms and conditions at the discretion of the Board subject to the condition that nothing is found adverse about empanelled agency during validity of empanalement.

1.4. Schedule of Application process

The Board shall endeavour to adhere to the following schedule:

S.No.	**Event Description**	**Date**
1.	**Application Due Date**	
2.	**Opening of Application**	
3.	**Scrutiny & Evaluation of Application**	
4.	**Clarification if required from intending Applicant, if any**	
5.	**Date of Presentation**	

2. Instructions to Applicants (ITA)

2.1. General

An Applicant shall submit only one Application for Empanelment. An Applicant can Apply for one Or more revenue districts depending on its capacity to implement the project in Area/ Districts.

An Applicant shall be entity registered under Companies Act, 1956, or Societies Registration Act 1860 or The Indian Trust Act 1882 or the Indian partnership act, 1932

2.1.1. Scope of Empanelment

1. The Board intends to receive applications for empanelment of eligible entities to be appointed as SMAs for DUSIB projects.

2. The empanelled agencies would be eligible for appointment by Board as SMA for running of Night Shelters .

2.1.2. Conditions for eligibility of Applicants

For determining the eligibility of Applications to be empanelled, the following shall apply

1. The Applicant shall meet the minimum stipulated technical eligibility criteria specified in the RFE
2. The Applicant shall meet the minimum stipulated financial eligibility criteria specified in the RFE
3. Any entity, which is barred by the Government of India or any State Government or any Government Instrumentality from participating in any project, and the bar subsists on the date of Application for empanelment, shall be ineligible to apply for empanelment in response to this RFE document.
4. No Applicant shall submit more than one Application for empanelment in response to this RFE document.
5. The Applicant shall be responsible for bearing the costs of preparation of the Application and all documents that need to be submitted as part of the Application. The Board shall not be liable for such costs, regardless of the outcome of the Empanelment Process.

2.1.3. Acknowledgement by Applicant

It shall be deemed that by submission of the Application, the Applicant has:

i. Made a complete and careful examination of this document;
ii. Received all relevant information requested from the Board;

iii. Accepted the risk of error, inadequacy or mistake in the information provided in this document by or on behalf of Board;

iv. Agreed to be bound by the undertakings provided by it and in terms hereof.

2.1.4. Right to accept/ reject any Application

1. Notwithstanding anything contained in this document, Board reserves the right to accept or reject any Application and to annul the Empanelment Process and reject all Applications, at any time, without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reason for such action. In the event that all Applications are rejected, Board may, at its discretion, invite all eligible Applicants to submit fresh Applications.

2. The Board reserves the right to reject any Application if

    a. At any time a material misrepresentation is made or uncovered, or;

    b. The Applicant does not submit the supplementary information required by Board within the time specified.

3. The Board reserves the right to verify all statements, information and documents submitted by the Applicant in response to this document. Any such verification or lack of such verification by itself shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Board hereunder.

2.2. Documents

2.2.1. Contents of the RFE

This RFE comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued .

Invitation for Empanelment

Section 1. Introduction

Section 2. Instructions to Applicants

Section 3. Criteria for Evaluation

Section 4. Fraud & Corrupt Practices

Section 5. Miscellaneous

Appendices

1. Letter for empanelment

2. Formats of submission
3. Power of Attorney for signing of Application
4. Letter of award.

2.2.2. Clarifications

The Board may on a suo moto basis, if deemed necessary, issue interpretations and clarifications to all Applicants. All written clarifications and interpretations issued by the Board shall form part of this document.

2.2.3. Amendment to this document

At any time prior to the date of submission of the Application for empanelment, the Board may, for any reason whatsoever, whether on its own initiative or in response to any request for clarification modify this document through the issue of addenda.

2.3. Preparation and submission of Application

2.3.1. Language

1. The Application and all documents forming part of the Application shall necessarily be in English language. In case certain documents are in any other language, the Applicant shall submit duly certified and authenticated English translations of the same.

2. Supporting materials, which are not in English and for which the certified and authenticated translations have not been submitted shall not be considered for the purpose of empanelment.

2.3.2. Format and signing of the Application

1. The Applicant shall provide all the information sought under this document. The Board will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be summurily rejected.

2. The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this document) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this document, marked "COPY".

3. The Application and its copy shall be typed or written in indelible ink and signed by the

authorised signatory of the Agency, who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

2.3.3. Sealing and marking of Application

1. The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.3.3, and seal it in an envelope and mark the envelope as "**APPLICATION FOR EMPANELMENT FOR SHELTER MANAGEMENT AGENCIES FOR RUNNING NIGHT SHELTER IN DELHI**".

2. The Applicant should submit a Power of Attorney as per the format authorizing the signatory of the Application .

3. Each envelope shall contain:

   a. Letter for empanelment in the prescribed format
   b. Application in the prescribed format
   c. Power of Attorney for signing of the Application in the prescribed format

   d. Certified true copy of the incorporation certificate of the Applicant, whereever applicable;

   e. Copies duly audited balance sheet and profit and loss account for the preceding two years.
   f. Demand Draft/Pay order of Rs. one lac as Earnest Money.

   g. A copy of the draft Shelter Management Agreement with each page initialled by the person signing the Application in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove;
   h. Certified copies of the documentary evidence of the experience claimed by the Applicant.

4. Each of the Application should bear the notation –"**Empanelment of Shelter Management Agency for running Night Shelters in Delhi),**" and shall clearly indicate the name and address of the Applicant. In addition the Application due date shall be indicated on the right hand corner of each of the envelopes.

5. Each of the envelopes shall be addressed to:

   KIND ATTENTION OF: Director(NS) , Delhi Urban Shelter Improvement Board, Government of NCT of Delhi.

   ADDRESS: Room No. H-15, Vikas Kuteer, I.P. Estate, New Delhi-110002.

6. If the envelopes are not sealed and marked as instructed above, the Board assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Application.

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

2.3.4. Application Due Date

1. Applications should be submitted before 15:00 hours IST on the Application Due Date at the address provided in Clause 2.3.3 in the manner and form as detailed in this document.

2. The Board may, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly for all Applicants.

2.3.5. Late Applications

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

2.3.6. Modifications/ substitutions/ withdrawal of Applications

1. The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Board prior to the Application Due Date. No Application shall be modified, substituted or withdrawn on or after the Application due date and time.

2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.3.3, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

2.4. Evaluation Process

2.4.1. Opening and evaluation of Applications

1. The Applications shall be opened at 15:30 hours IST on the Due Date, at the place specified in Clause 2.3.3 and in the presence of the Applicants who choose to attend.
2. Applications for which a notice of withdrawal has been submitted shall not be opened.
3. The Applications shall be evaluated against the eligibility criteria specified in Section 3 of this RFE document.
4. Applicants are advised that empanelment of Applications will be entirely at the discretion of the DUSIB. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Empanelment Process or selection will be given.
5. Any information contained in the Application shall not in any way be construed as binding on the Board, its agents, successors or assigns, but shall be binding against the Applicant if it is subsequently empanelled on the basis of such information.
6. The Board reserves the right not to proceed with the Empanelment Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
7. If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Board may, in its sole discretion, exclude the relevant parameter from consideration for empanelment of the Applicant

2.4.2. Confidentiality

1. Information relating to the examination, clarification, evaluation, and recommendation for the empanelled Applications 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 Empanelment Process. The Board will treat all information, submitted as part of Application, 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.

2.4.3. Clarifications

1. To facilitate evaluation of Applications, the Board may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Board for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
2. If an Applicant does not provide clarifications sought under above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Board may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Board.

2.5. Empanelment

2.5.1. Empanelment and notification

1. After the evaluation of Applications, the Board would announce a list of empanelled Agencies who will be eligible for selection as SMA . At the same time, the Board would notify the other Applications that they have not been empanelled. The Board will not entertain any query or clarification from Applications who fail to get empanelment.
2. The Agencies slected from panel will be awarded projects of management of Night Shelters as and when required by Board.

2.5.2. Proprietary Data

1. All documents and other information supplied by the Board or submitted by an Applicant to the Board shall remain or become the property of the Board. Applicant are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Board will not return any Application or any information provided along therewith.

2.5.3. Correspondence with Applicant

1. Save and except as provided in this document, the Board shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. Criteria for Evaluation

3.1. Test of Responsiveness

1. Prior to evaluation of Applications, the Board shall determine whether each Application is responsive to the requirements of the Empanelment Process as laid down in this document. An Application shall be considered responsive only if:

   a) It is accompanied by duly signed Letter for empanelment as per format in Appendix 1;

   b) It is received as per the format in Appendix 2;

   c) It is received by the Application Due Date including any extensions thereof

   d) It is signed, sealed, bound together in hard cover, and marked as stipulated in Clause 2.3.3.

   e) It is accompanied by the Power of Attorney as specified in Clause 2.3.3

   f) It is accompained by the DD/Pay order of Rs. one lac as Earnest Money.

   g) It contains all the information and documents (complete in all respects) as requested in this document;

   h) It contains information in formats same as those specified in this document;

   i) It contains certificates from concerned authorities for experience under technical eligibility;

   j) It contains certificates from its statutory auditors for experience under financial eligibility; and

   k) It does not contain any condition or qualification

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

3. Only those Applications who pass the responsiveness test against the criteria defined in clause 3.1 shall be considered for evaluation of technical and financial capability.

3.2. Opening and Evaluation of Applications

3.2.1. The Application shall be opened at the time specified , at the place specified below and in the presence of the Applicants who choose to attend.

Director- Night Shelters
Delhi Urban Shelter Improvement Board
Room No. H-15, Vikas Kuteer,
I.P. Estate, New Delhi - 110002

3.2.2. The Board will examine and evaluate the Application in accordance with the provisions set out in this Section 3. The Board shall not open the Application for which it has received request for withdrawal, by the Application Due Date.

3.2.3. To facilitate evaluation of Application, the Board may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application. 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 Applicant are advised that evaluation of the Application will be entirely at the discretion of the Board. The Applicant will be deemed to have understood and agreed that no explanation or justification on any aspect of the Empanelment Process or selection will be given. If the Applicant does not provide clarification sought by the Board within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Board may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Application shall be barred from subsequently questioning such interpretation of the Board.

3.2.4. Any information contained in the Application shall not in anyway be construed as binding on the Board, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it under the Empanelment Process on the basis of such information.

3.2.5. The Board reserves the right not to proceed with the Empanelment Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

3.2.6. To assist in the examination, evaluation and comparison of Application, the Board may utilize the services of consultant(s) or advisor(s).

3.2.7. If any information furnished by the Applicant 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 Application. In the event that an Applicant claims credit for an experience, 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 Application. Where any information is found to be patently false or amounting to a material

misrepresentation, the Board reserves the right to reject the Application as per terms of this RFE.

3.3 Evaluation parameters

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

(a) Technical Capacity; and
(b) Financial Capacity

3.3.2. The Application would be evaluated as follows:

S.No.	Parameter	Maximum Marks
1.	Technical Capacity	**40**
2.	Financial Capacity	**40**
3.	Presentation made by the Applicant to DUSIB	**20**
	Total	**100**

1.Experience of the Applicant in India in India in the last 2(two years) preceding the Application Due date shall be Evaluated as follows:

Sl No.	Category	Marks
I.	Operating a minimum of 3 permanent or porta-cabin night shelters for a minimum continuous period of two years in last 3 (three) years immediately preceding the Application Due Date . No *Note 1*	40

Note 1 :- Agencies having experience of running three Night Shelters for last two years continuously, will be awarded 60% marks (minimum marks for qualification). Agencies having experience of running ten or more Night Shelters for last two years continuously will be awarded 100% marks (maximum marks). Agencies in between will be awarded marks on pro-rata basis.

2. **Financial Capacity:**

Sl No.	Category	Marks
1.	**The Agency shall have a minmum average annual turnover (The Financial capacity) of Rs. 10 lakhs for last two financial years immediately preceeding the Due Date**	**40**

Note 2 :- Agencies having average annual Turnover as Rs. 10 Lakhs will be awarded 60% marks (minimum marks for qualification) and Agencies having Rs. 30 Lakhs or above, as annual Turnover will be awarded 100% marks (maximum marks) . Agencies in between will be awarded marks on pro-rata basis.

3. The presentation shall made by the Applicant to DUSIB as per the date provided in Clause 1.3 and would be evaluated as follows:

Parameter	Maximum Marks
Understanding of the Project and the scope of work	5
Plan for meeting the Functional Requirements and the Service Level	10
Plan for identification of homeless persons	5
Total	**20**

In case any Applicant becomes Selected Agency, the presentation made by such Applicant shall become part of the Shelter Management Agreement and any commitment made by the Applicant in the presentation, over and above the requirement of the Shelter Management Agreement shall be binding on the Applicant.

The Applicant scoring a minimum of 60 marks in evaluation would be deemed as **"Qualified"** for Empanelment.

3.3.3. The Applicant must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.4. The Applicant should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4. Financial information for purposes of evaluation

3.4.1. The Application must be accompanied by the Audited Annual Reports of the Applicant for the last 2 (two) financial years, preceding the year in which the Application is made.

3.4.2. In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 2 (two) years preceding the year for which the Audited Annual Report is not being provided. The Applicant should not have financial loss in two consucative years as per above audited report.

3.4.3. The Applicant must establish a minimum Financial Capacity and provide details as per prescribed format .

3.4.4. The Applicant shall also enclose with its Application a certificate(s) from its statutory auditors specifying the turnover of the Applicant, for last 2 preceding financial year, and also specifying that the methodology adopted for calculating such turnover conforms to the

provisions of this Clause. For the purposes of this RFE, turnover (the **"**Turnover**"**) shall mean annual gross revenue earned by the Applicant.

3.4.5.A list of empanelment agencies will be displayed on Notice board/ uploaded on e-portal of DUSIB. The Empanelled Agencies shall acknowledge their empanelment within 15 days of issuance of list of such empanelled Agencies .

3.4.6. The Agencies shall be selected from the empanelled list, for running of night shelters, on merit basis as per the total marks obtained in evaluation . In case more than one agencies obtains equal marks in evaluation, the agency will be selected on the basis of alphabetical order of name of agency(NGO's etc.). The selected agency will be issued letter of award as per Appendix-III. After acknowledgement of the LOA as aforesaid by the Selected Agency, it shall execute the Shelter Management Agreement within the period of 7 (seven) days from date of issuance of LOA. The Selected Agency shall not be entitled to seek any deviation in the draft Shelter Management Agreement. Further, before execution of the Shelter Management Agreement, the SMA will convert the Earnest Money into Performance Security of the same amount i.e. Rs. 1(one) lac, in the form of Bank Guarantee as per Performa in Schedule IX of Draft Agreement. The Bids security amount of unsuccessful Applicants will be returned back to them after issuance of list of empanelment.

In the event the Selected Agency as mentioned above, does not execute the Shelter Management Agreement within the stipulated timeframe, the Board may, unless it consents to extension of time for submission thereof, may cancel the selection of selected Agency and award the project to another empaneled Agency.

4. Fraud and Corrupt Practices

4.1. General

4.1.1. Rejection of Application

1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained herein, the Board may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Empanelment Process.

2. Without prejudice to the rights of the Board under Clause 4.1.1.(1)**,** hereinabove, if an Applicant 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 Empanelment Process, such Applicant shall not be eligible to participate in any tender or EOI issued by the Board during a period of 2 (two) years from the date such Applicant 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, as the case may be.

4.1.2. Definitions and interpretations

For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

1. **"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 Empanelment 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 Empanelment Process or has dealt with matters concerning the Agreement or arising there from, 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 Empanelment Process); or (ii) save and except as permitted under this document, engaging in any manner whatsoever, whether during the Empanelment

Process or after , as the case may be, any person in respect of any matter relating to the empanelment, who at any time has been or is a legal, financial or technical adviser of the Board in relation to any matter concerning the Empanelment Process;

2. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment Process;

3. **"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 Empanelment Process;

4. **"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 Empanelment Process; or (ii) having a Conflict of Interest; and

5. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Empanelment Process.

5. Miscellaneous

1. The Empanelment 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 Empanelment Process.

2. 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 Empanelment Process and/ or amend and/ or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;

    b. Consult with any Applicant in order to receive clarification or further information;

    c. Pre-qualify or not to pre-qualify any Applicantion and/ or to consult with any Applicant in order to receive clarification or further information;

    d. Retain any information and/ or evidence submitted to the Board by, on behalf of, and/ or in relation to any Application; and/ or independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

3. It shall be deemed that by submitting the Application, the Applicant 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, and/ or in connection with the Empanelment Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6. Appendix 1: Letter for empanelment

Date:

To,

_____

_____

_____

Sub: Application for empanelment for selection as SMAs for running night shelter in Delhi.

Dear Sir/ Madam,

1. With reference to your Request for Empanelment document dated …….., we, having examined the said document and understood its contents, hereby submit our Application for Empanelment. The Application is unconditional and unqualified.

2. We acknowledge that the Board will be relying on the information provided in the Application and the documents accompanying such Application for empanelment of the Applicants, and we certify that all information provided in the Application and in its Appendices is true and correct; nothing has been omitted, which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of empanelment as an entity eligible for appointment as SMA for DUSIB projects.

4. We shall make available to the Board any additional information it may find necessary or require to supplement or authenticate the technical and financial eligibility.

5. We acknowledge the right of the Board to reject our Application 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.

6. We certify that in the last three years, we or our Associates[1] have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial

[1] **Associate** means, in relation to the Applicant, a person who is controlled by, or is under the common control with such Applicant. 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 per cent) of the voting shares of such person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such person by operation of law, agreement or otherwise and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, agreement or otherwise.

Board or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Board nor have had any contract terminated by any public Board for breach on our part.

7. We declare that:

   a. We have examined and have no reservations to the RFE document, including any Addendum issued by the Board;

   b. 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 the RFE 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

   c. We hereby certify that we have taken steps to ensure that in conformity with the provisions of this document, 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.

8. We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any Application that you may receive nor bound to invite the empanelled Agencies to select as SMA, without incurring any liability to the Applicant.

9. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Board 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.

10. We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

11. We further certify that no investigation by a regulatory Board is pending either against us or against our Associates or against any of our directors/ managers/ employees.

12. We undertake that in case due to any change in facts or circumstances during the Empanelment Process, we are attracted by the provisions of disqualification in terms of the provisions of this document; we shall intimate the Board of the same immediately.

13. All the documents required to be submitted as part of this application are enclosed with this application

14. We hereby irrevocably waive any right or remedy, 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 Empanelment Process and the terms and implementation thereof.

15. We agree and undertake to abide by all the terms and conditions of this document.

In witness thereof, we submit this Application under and in accordance with the terms of the Request for Empanelment document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant

Annex-I

Details of Applicant

1. (a) Name:
   (b) Country of incorporation:
   (c) Act under which Agency 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:
   (f) Revenue District (s):

2. Brief description of the Agency including details of its main lines of business and proposed role and responsibilities in this [these] Project(s).

3. Details of individual(s) who will serve as the point of contact/ communication for the Board:
   (a) Name:
   (b) Designation:
   (c) Entity:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorised Signatory of the Agency:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:

Appendix I Annex-II
Technical Capacity

Sl No.	Name of the Project	No of Night Shelters	Duration of the Project	Location
1				

Appendix I ANNEX-III

Financial Capacity

Turnover Year 1	**Turnover Year 2**

Instructions:

1. The Applicant shall all attach copies of the balance

   sheets, financial statements and Annual Reports for 2 (two) years preceding the Application Due Date. The financial statements shall:

   (a) reflect the financial situation of the Applicant

   (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. Turnover shall mean annual gross revenue earned by the Agency.

3. The Applicant shall also provide the name and address of the Bankers to the Agency.

4. The Applicant shall provide an Auditor's Certificate specifying the Turnover of the Agency and also specifying the methodology adopted for calculating such Turnover in accordance with Clause 3.3.2(B) of the RFE document.

5. The applicant should not bear financial losses during last two consecutive financial years.

Appendix I Annex-IV

Details of Experience

(Refer to Clause 3.3 of the RFE)

Member Code:

Item (1)	**Refer Instruction (2)**	**Particulars of the Project (3)**
Title & nature of the project		
Entity for which the project was operated		
Address and contact number of the Entity for which the project was operated		
Location		
Scope of work		
No of Night Shelters		**Year** | **No of night shelters**
Start date of project/ contract		
End date of project/ contract		

Instructions:

1. Applicants are expected to provide information in respect of Technical Capacity . The activities cited must comply with the eligibility criteria specified in the RFE, as the case may be.
   .
   Application should also refer to the Instructions below.

2. Provide year wise details for the last 2 (two) years preceding the Application Due Date.
3. Start Date and End Date should be indicated. In case the project is ongoing, then the same should be mentioned
4. Certificate from the client or the Applicant's statutory auditor must be furnished as per format below for each project experience. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant may provide the requisite certification. It should be accompanied by the work order issued by the client.
5. The Applicant shall provide a certificate from its statutory auditor for the experience claimed for each project in the format below:

Certificate from the Statutory Auditor

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. (name of the Applicant) is/ was an equity undertaking the …….. (name of the project) The project was operated by the Agency from _____ (start date of the project) to ……. (end date of the project).

We further certify that the total year-wise Night Shelter /staff strength as part of the project are as follows:

Year:

No of night shelters/ staff strength:

We further certify that the Agency has _____ share in the project _____ (start date of the project) to ……. (end date of the project).

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

Date:

11. 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 for the purpose of calculating Technical Capacity.

APPENDIX II
Power of Attorney for signing of Application

(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 Application for the Empanelment for running of Night Shelters in Delhi proposed by
Delhi Urban Shelter Improvement Board (the **"Board"**) including but not limited to signing and submission of all applications, Application and other documents and writings, participate in Agencies 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 Shelter Management Agreement and undertakings consequent to acceptance of our Application, and generally dealing with the Board in all matters in connection with or relating to or arising out of our Application for the said Project and/or upon award thereof to us and/or till the entering into of the Shelter Management 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:

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 Applicant 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 Applicant.*

APPENDIX III

Format of Draft Letter of Award

Date :

To

Authorised Signatory of the Selected Agency

Dear Mr. _____ ,

Subject: Letter of Acceptance for *Management of Night Shelter in Delhi_____ (insert Project Name)*

1. This is in reference to the Proposal submitted by _____ {Name of Successful Agency} by the Application Due Date (_____) in response to the Request for Empanelment("RFE") Document (along with the amendments made thereafter) released by Delhi Urban Shelter Improvement Board (DUSIB) on ____ {date of release of RFE} for Management of Night Shelters in Delhi.

2. The aforesaid Application was considered and evaluated by the Application 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 Agency) has been selected as the Selected Agency for Management of Night Shelters in Delhi_____(insert Project Name).

5. This letter is intended to convey the acceptance of DUSIB, subject to the terms & conditions specified in the RFE issued to your agency and conditions set out in the draft Shelter Management Agreement to be executed within 30 (Thirty) days from the date of this Letter.

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 execute the shelter management agreement within 7 (seven) days from the date of this letter

Kindly note that this communication by itself does not create any rights.

Yours truly,