



(DUSIB - Night Shelter Branch)

Punarwas Bhawan, I.P. Estate, New Delhi – 110002

No:F.06/NS/DUSIB/423/2017

Date: 05.07.2017

Notice Inviting Tender

Delhi Urban Shelter Improvement Board (DUSIB) invites thorough online mode the **Request for Proposal for providing shelter management services** to the homeless people in the selected night shelters from interested organisations. Bidders must comply with the related general & special conditions, rules & regulations, contract conditions, circulars and other guidelines as issued by Delhi Urban Shelter Improvement Board from time to time.

Date of notification of e-tender	05.07.2017
Date of Pre – Bid meeting	19.07.2017 (11.00 AM)
Last date for downloading the tender form	21.07.2017
Last date for submission of bid	1.00 PM on 27.07.2017
Opening of Technical bid	3.00 PM on 27.07.2017
Opening of Financial Bid	Will be intimated later
Cost of bid document	Rs.11150/-
Bid security	Rs 1,00,000/- (Rupees one lakh only) for each cluster

- Note: -1.** Validity of rates is for **six months from the date of opening of financial bid**. NIT along with all the terms & conditions is available on the Delhi Govt. web site <https://govtprocurement.delhi.gov.in>. Agencies may contact for bidder registration portal at 6th floor, C-Wing, Vikas Bhawan – II near Matcafe House, Delhi-54.
- 2.** For any information / clarification regarding tender documents, bidders may contact the office of Director (Night Shelter - I), Punarwas Bhawan, I.P.Estate, New Delhi-110002 or on the website delhishelter.nic.in or Phone No. 9717999132.
- 3.** The pre-bid conference will be held on **19.07.2017 at 11.00 AM** at the Conference Hall, DUSIB, Punarwas Bhawan, I.P. Estate, New Delhi-110002.

Director (Night Shelter - I)
9717999132

DELHI URBAN SHELTER IMPROVEMENT BOARD
GOVT. OF NCT OF DELHI

Check List

Name of tender: Selection of Shelter Management Agency for providing shelter management services to homeless people in the selected night shelters.

Bid Security: Bid Security of Rs 1,00,000/- shall be remitted through NEFT/RTGS in A/C – **3086234857**; **IFSC – CBIN0283525** ; **Central Bank Of India, Vikas Kutir, I.P.Estate, New Delhi-110002** before the last date and time for the submission of bid and enclose/upload the copy of the remittance slip along with UTR number in the e-tendering portal along with the submission of bid.

Cost of bid document: Rs. 1150/-. Amount to be deposited through NEFT/RTGS in Central Bank of India, Vikas Kutir, I.P. Estate, New Delhi-02 in DUSIB A/C No. 3086234857, IFSC No. CBINO283525.

1. Documents to be submitted in the technical bid
 - a. Scanned copy of counterfoil of remittance slip with UTR number for cost of bid documents/form fee.
 - b. Scanned copy of counterfoil of remittance slip with UTR number for bid security.
 - c. Brief Profile of the bidder as per the format given in Appendix I of the RFP.
 - d. Scanned copy of Certificate of Incorporation.
 - e. Scanned copy of PAN card.
 - f. Scanned Copy of Service tax registration certificate.
 - g. Scanned copy of audited accounts for the last three year.
 - h. Documents in support of the technical capacity/experience

All scanned copy of downloaded documents should be legible or readable otherwise the tender is liable to be rejected.

Director (Night Shelter - I)
9717999132

Delhi Urban Shelter Improvement Board

Request for Proposal (RFP)

Management of Night Shelters in Delhi

VOLUME – I

Instructions to Bidders

July 2017

**Delhi Urban Shelter Improvement Board
Punarwas Bhawan, I.P.Estate, New Delhi -110002**

TABLE OF CONTENTS

S.NO.	Contents	Page No.
	Disclaimer	4
1.	INTRODUCTION	6
1.1	BACKGROUND	6
1.2	BRIEF DESCRIPTION OF BIDDING PROCESS	8
1.3	SCHEDULE OF BIDDING PROCESS	10
2.	INSTRUCTIONS OF BIDDERS	11
2.1	GENERAL TERMS OF BIDDING	11
2.2	NUMBER OF BIDS AND THE COST THEREOF	16
2.3	SITE VIST AND VERIFICATION OF INFORMATION	17
2.4	ACKNOWLEDGEMENT BY BIDDERS	17
2.5	RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS	18
2.6	CONTENTS OF THE RFP	19
2.7	CLARIFICATIONS	20
2.8	AMENDMENT OF BIDDING DOCUMENT	20
2.9	LANGUAGE, CURRENCY AND COMMUNICATION	20
2.10	FORMAT AND SIGNING OF BID	21
2.11	SEALING AND MARKING OF BID	21
2.12	BID DUE DATE	22
2.13	LATE BIDS	22
2.14	CONTENTS OF THE BIDS	23
2.15	MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF BIDS	23
2.16	REJECTION OF BIDS	23
2.17	VALIDITY OF BIDS	23
2.18	CONFIDENTIALITY	24
2.19	CORRESPONDENCE WITH THE BIDDER	24
2.20	BID SECURITY	24
3.	EVALUATION OF BID	26
3.1.	OPENING AND EVALUATION OF BIDS	26
3.2.	TESTS OF RESPONSIVENESS, EVALUATION FOR QUALIFICATION	26
3.3.	EVALUATION PARAMETERS	27
3.4.	FINANCIAL INFORMATION FOR THE PURPOSE OF EVALUATION	28
3.5.	EVALUATION OF FINANCIAL BID	28
3.6.	CONTACTS DURING BID EVALUATION	29
4.	FRAUD AND CORRUPT PRACTICES	30
5.	PRE-BID CONFERENCE	32
6.	MISCELLANEOUS	33

List of Appendices

- I Letter of Bid
 - Annex I: Details of Bidder
 - Annex II: Technical Capacity of the Bidder
 - Annex III: Financial Capacity of the Bidder
 - Annex IV: Details of the Experience
- II Power of Attorney for signing of Bid
- III Power of Attorney for Lead Member of Consortium
- IV Specimen of Financial Bid
- V Format for Joint Bidding Agreement for Consortium
- VI Format of Draft Letter of Award
- VII Details of clusters

Disclaimer

The information contained in this Request for proposal document (the “RFP” or “Request for Proposal”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Delhi Urban Shelter Improvement Board (Board) or any of its 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 Delhi Urban Shelter Improvement 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 of technical bid and financial bid 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 Bidders(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 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 Shelter Management Agency, 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 reasons whatsoever.

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. The DUSIB is a statutory body constituted under the DUSIB Act 2010 (hereinafter referred to as the "Act"). DUSIB has been identified as the nodal agency by Delhi government for implementation of welfare programmes for the homeless people in Delhi. In order to provide shelter and other basic amenities to homeless people, DUSIB is operating 200 night shelters in Delhi as on today.

The objective of this project/ maintaining the night shelter is to

- a. Ensure availability and access of the urban homeless population to permanent shelters including the basic infrastructure facilities like water supply, sanitation, safety and security;
- b. Cater to the needs of especially vulnerable segments of the urban homeless like the dependent children, aged, disabled by creating special sections within homeless shelters and provisioning special service linkages for them.
- c. Provide access to various entitlements, viz. social security pensions, PDS, ICDS, identity, financial inclusion, education, affordable housing etc. for homeless populations.

The shelters will be permanent, running though out the year; and open round the clock, because many homeless persons find work in the nights. Following facilities/amenities will be provided at the shelters for dignified living:

1. Well ventilated rooms.
2. Water arrangements (Potable drinking water and other needs) and sanitation.
3. Adequate bathing & toilet facilities.
4. Standard lighting for shelter.
5. Adequate fire protection measures,
6. First aid kit.
7. Pest and vector (mosquito) control
8. Regular cleaning of blankets, mattresses and sheets, and maintenance of other services.
9. Child care facilities for children by linking the shelter to the nearest Anganwadi Centers
10. Facilitation for convergence with other services/entitlements.

Shelters will be a space for convergence and provisions of various entitlements of social security, food, education and health care systems. All homeless persons, in shelters should be given priority under various schemes, and government programmes. An illustrative list where such convergence is desirable is given below:

1. Identity Proof & Postal Address, Elector's Photo Identity Card (EPIC), etc.

2. Old age, widows and disability pensions
3. BPL cards, PDS ration cards, etc.
4. Bank or post office accounts
5. ICDS services
6. Admission to government schools
7. Rashtriya Swasthya Bima Yojana
8. Admissions to public hospitals for health care
9. Linkage to new Awas Yojnas
10. Free Legal Aid

In order to involve the civil society and other voluntary organizations, DUSIB intends / proposes to outsource the operation, maintenance and management of night shelters in Delhi. For the sake of convenience and easy management; the shelters are divided into 16 clusters/projects. The details of clusters are given in Appendix VII.

The following organizations can participate in this Request for Proposal

1. Homeless persons' collectives
2. Youth and Women's community based groups
3. Universities and Institutions
4. Nehru Yuya Kendras
5. Unorganized workers' trade unions
6. NGOs and CSOs registered under the Societies Registration Act, 1860 and Trust Acts or other similar laws of the State Governments.
7. Self Help Groups and committees recognized by the State govt/ Urban Self Governments.
8. Resident Welfare Associations
9. Public/Private Sector Companies or Associations

The bidding organizations must comply with the related general & special conditions, rules & regulations, contract conditions, circulars and other guidelines as issued by Delhi Urban Shelter Improvement Board from time to time.

The eligible bidders are requested to submit their bids, Cluster wise for consideration. Bidders can apply for all the clusters as per their technical and financial capacity to implement the project in concerned clusters. DUSIB reserves the right to amalgamate, night shelters falling in two or more clusters considering the exigencies. However, in order to avoid monopoly and ensure capacity building among various organizations in providing shelter management services, maximum of four clusters can be allotted to a single bidder subject to fulfilling the requisite qualifications.

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

- 1.1.2. The selected Bidder for each project/cluster, (the “shelter management 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/executed separately for each Project/cluster between the Shelter Management Agency and DUSIB in the form provided by the DUSIB as part of the bidding Documents pursuant hereto. It shall be noted that a maximum of four clusters/projects can be awarded to a single bidder at the discretion of DUSIB subject to bidder fulfilling the requisite qualifications.
- 1.1.3. The draft Shelter Management Agreement sets forth the detailed scope of the Project, the terms and conditions for authorization 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 RFP
- 1.1.4. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidder 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 Shelter Management Agency set forth in the Shelter Management Agreement or the DUSIB’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 DUSIB shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by DUSIB pursuant to this RFP as modified, altered, amended and clarified from time to time by DUSIB, and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid Due Date.

1.2. Brief description of bidding Process

- 1.2.1. DUSIB has adopted a single stage, two step process (the “Bidding process”) for selection of Bidder for award of the project. DUSIB hereby invite bidders (“Bidders” which expression shall, unless repugnant to the context, include the members of the consortium) to submit their bids in accordance with the bidding document for the project through e- mode only. Bids submitted through any other means shall not be considered for evaluation. The RFP for the Project can be downloaded from the DUSIB’s website (www.delhishelterboard.in) as well as from Delhi Govt. website <https://govtprocurement.delhi.gov.in>.

Bidders should remit the bid document fee of Rs.11500/- and Bid Security of Rs 1, 00,000/- (Rupees one lakh only) for each cluster through NEFT/RTGS in A/C – 3086234857; IFSC – CBIN0283525 ; Central Bank Of India, Vikas Kutir, I.P.Estate, New Delhi-110002 before the

last date and time for the submission of bid and enclose/upload the copy of the remittance slip along with UTR number in the e-tendering portal along with the submission of bid. Organizations applying for more than one cluster have to remit the bid security accordingly. For example, bid security for applying two clusters would be Rs 2 lakhs.

The Bid not accompanied with the cost of bid documents and required bid security shall be summarily rejected. The Bid shall be valid for a period of not less than 180 days from the financial bid opening date. The bidders shall submit the following sets of documents as part of their bid.

- (a) Technical Bid" which shall contain all the documents mentioned in clause 3.3
- (b) Financial Bid" which shall contain details as per format given in this RFP specifying the payment for shelter management for the project/s or cluster/s being quoted by the Bidder in the format provided in Appendix IV to this RFP.

1.2.2. 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 Technical Bid. 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 the RFP
- (c) In the third stage, the financial bid would be opened and evaluated in accordance with the RFP to identify the selected bidder.

1.2.3. The financial bids will be invited for each project/cluster on the basis of payment for shelter management required by a bidder for implementing the project. The payment for shelter management shall constitute the sole criteria for evaluation of financial bid. Subject to this RFP, each project shall be awarded to the bidder quoting the lowest payment for shelter management for the project/cluster. The agreement period is pre-determined, as indicated in the draft shelter management agreement.

In this RFP, the term "Highest Bidder" for each project shall mean the Bidder for the project who has quoted the lowest payment for shelter management. Generally, the highest bidder shall be the selected Bidder as per the provisions of the clause 3

1.2.4. The Bidders 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 Bids for award of the project.

1.2.5 Any queries or request for additional information concerning this RFP or amendment to Bidding documents shall be submitted in writing or by e-mail to the Director (NS-I), Room Number: 41; Punarwas Bhawan, I.P.Estate, New Delhi-110002 or

dirns.dusib@gmail.com or Phone No. 9717999132. The envelopes/communication shall clearly bear the following identification/title "Querries /Request for additional information: RFP for management of Night shelters in Delhi"

1.3. Schedule of bidding process

The board shall Endeavour to adhere to the following schedule

S.NO.	EVENT DESCRIPTION	DATE
1.	Sale of Bid documents	06.07.2017
2.	Last date for receiving queries	17.07.2017 till 5.00 PM
3.	Pre bid meeting	19.07.2017 at 11.00 AM
4.	Last date for submissions of bid/bid due date	27.07.2017 till 1.00 PM
5.	Opening of technical bid	27.07.2017 at 3.00 PM
6.	Opening of financial bid	Will be intimated later

The venue for the pre bid meeting
The conference Hall,
The Delhi Urban shelter Improvement Board
Punarwas Bhawan, I.P.Estate, New Delhi.

2. INSTRUCTINS TO BIDDERS

2.1 General Terms of Bidding

- 2.1.1. Bidder shall submit only one Bid for one Project/cluster. If any bidder submits more than one bid for one project, both the bids for the said project shall be declared invalid and shall not be considered. 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 under Companies Act, 1956, or Societies Registration Act 1860 or The Indian Trust Act 1882 or the Indian partnership act, 1932 or any other appropriate act. Further, in case of a Consortium, each of the entities forming the Consortium shall be registered under any of these Acts as per the requirement for single entity Bidder. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.17.
- 2.1.3. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the draft Shelter Management Agreement for the Project shall have the meaning assigned thereto in the draft Shelter Management Agreement.
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Shelter Management 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 Shelter Management Agreement.
- 2.1.5. The Bid should be furnished in the format specified in this RFP, duly signed by the Bidder's authorized signatory.
- 2.1.6. The Bidder should submit a Power of Attorney as per the format at Appendix II, authorizing 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. Any condition or qualification or any other stipulation contained in the Bid if not fulfilled shall render the Bid liable to rejection as a non-responsive Bid and no further queries or claims, of any nature whatsoever, shall be entertained or maintainable against DUSIB in that regard.

- 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 DUSIB and are transmitted to the Bidders solely for the purpose of preparation and the submission of 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 DUSIB will not return any Bid or any information provided along therewith.
- 2.1.11 A Bidder shall not have a conflict of interest (“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 disqualifications, DUSIB shall be entitled to forfeit and appropriate 50 % of the values of the Bid Security or Performance Security, as the case may be, for loss and damages likely to be suffered and incurred by DUSIB and not by way of penalty for, inter alia, the time, cost and effort of DUSIB including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the DUSIB under the Bidding Documents and /or the Shelter Management Agreement or otherwise. Without limiting the generality for 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 25% (twenty 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, in not more than 25% of this 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 section 4A of the Companies Act, 1956.
- 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 not 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 received 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, its Member or Associate and any other Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from common sources/entity/ies. Provided that this disqualification shall not apply in cases where the amount of such financial assistance is less than 10% of the Turnover in the financial year in which such financial assistance has been received, of such Bidder, Member or Associate, as the case may be or the financial assistance has been received before March 31, 2012.
 - (v) Such Bidder has the same legal representative for purpose of this Bid as any other Bidder; or
 - (vi) 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 other information about, or to influence the Bid of either or each other; or
 - (vii) Such Bidder or any Associate thereof has participated as a consultant to DUSIB in the preparation of any documents, design or technical specifications of the Project.

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 purpose of the 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 DUSIB 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 Letter Of Award (LOA) or (ii) execution of the Shelter

Management Agreement. In the event any such adviser is engaged by the Selected Bidder or Shelter Management Agency as the case may be, after issue of the LOA or execution of the Shelter Management Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Shelter Management Agreement and without prejudice to any other right or remedy of DUSIB, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which DUSIB may have there under or otherwise, the LOA or the Shelter Management Agreement, as the case may be shall be liable to be terminated without DUSIB being liable in any manner whatsoever to the Selected Bidder or Shelter Management Agency 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 1 (one) year from the date of issue of LOA.

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.

2.1.16. Notwithstanding anything stated elsewhere in the RFP document, DUSIB 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 DUSIB. The Bidders may be disqualified if it is determined by DUSIB, 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 Shelter Management 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 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) Member 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/qualification;
- (e) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (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 Shelter Management Agreement and subsequently carry out all the responsibilities as Shelter Management Agency in terms of the Shelter Management Agreement, in case the Project is awarded to the Consortium.
 - (ii) Clearly outline the proposed roles and responsibilities of each member;
 - (iii) Include a statement to the effect that each of the members shall commit for undertaking the Project during the subsistence of Shelter Management Agreement; and
 - (iv) Include a statement to the effect that all members of the Consortium shall, be liable jointly and severally for all obligations of the Shelter Management Agency in relation to the Project at all time during the term of the Shelter Management 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/cluster and should fulfill the above requirements, failing which the Bid shall be considered non-responsive and be liable for rejection) and

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 Section/clause 3, the Technical Capacity and Financial Capacity of only

the bidder/ Consortium Members shall be considered to satisfy the conditions of Technical Capacity and Financial Capacity of the Bidder.

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 Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provisions 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 or Associate 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 purpose of its Bid and furnish all its information and certification with reference to the three years 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 one Project/Cluster. 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 for the same cluster/project. Any Bidder, who submits or participates in more than one Proposal for a Project/cluster, 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. DUSIB 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. The Bidders are encouraged to submit their respective Bids after visiting the Service Area/project area/cluster (as defined in the draft Shelter Management Agreement) and ascertaining for themselves the night shelter site conditions, location, surrounding, climate, availability of power, water and other utilities, access to site, handling and storage of material, whether data, applicable laws and regulations, and any other matter considered relevant by them.

2.4. Acknowledgement by Bidder

It shall be deemed by submitting the Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) Received all relevant information requested from DUSIB;
- (c) Satisfied itself about all matters, things and information including matters referred to in Clause 2.3 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 there under;
- (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 2.3 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 2.3 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 DUSIB, or a ground for termination of the Shelter Management Agreement by the Shelter Management Agency.
- (f) Acknowledged and agreed that any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DUSIB, shall not be entertained by DUSIB;
- (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; and.
- (i) Made a complete and careful examination of the various aspects of the Project including but not limited to :
 - (a) The services area including any existing facilities and structures.

- (b) The conditions 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; and
- (c) All other matters that might affect the Bidder's performance under the terms of this RFP and Shelter Management Agreement.

2.4.2 DUSIB 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 things arising out of or concerning or relating to RFP, the bidding documents or the bidding process, including any error or mistake therein or in my information or data given by DUSIB.

2.5. Right to accept/ reject any Bid

2.5.1. Notwithstanding anything contained in this document, DUSIB 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 obligation for such acceptance, rejection or annulment, and without assigning any reason for such action. In the event that all Bids are rejected, DUSIB may, at its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.5.2. DUSIB 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 submit the supplementary information required by DUSIB within the time specified.

Such misrepresentation/improper responses 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 DUSIB reserves the right to take any such measure as may be deemed fit in the sole discretion of DUSIB, 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 shelter management agreement or after its execution and during the period of subsistence thereof, including the Project thereby granted by DUSIB, 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 shelter management agency either by issue of the LOA or entering into of the shelter management agreement, and if the Bidder has already been issued the LOA or has entered into the Shelter Management 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 DUSIB to the Bidder, without DUSIB being liable in any manner whatsoever to the Bidder or Shelter Management Agency,

as the case may be. In such an event, DUSIB shall forfeit and appropriate the Bid Security or Performance Security as the case may be, as compensation and damages payable to DUSIB for, inter alia, time, cost and effort of DUSIB, without prejudice to any other right or remedy that may be available to the Board.

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

2.6. Contents of the RFP

- 26.1. This RFP comprises the disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.8

Invitation for Proposal

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

Appendices

- 1. Letter of Bid
 - 2. Power of Attorney for signing of Bid
 - 3. Power of Attorney for Lead Member of Consortium
 - 4. Financial Bid
 - 5. Joint Bidding Agreement for Consortium
 - 6. Format of Draft Letter of Award
 - 7. Details of clusters
- 2.6.2 The draft Shelter Management Agreement (Volume II) provided by DUSIB 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 DUSIB in writing or by fax and e– mail to the address provided in Clause/section 1.2.5. They should send their queries before the Last date for receiving queries as specified in Clause 1.3. DUSIB shall Endeavour to respond to the queries at the earliest possible time period and the same shall be viewed by the bidders in the official website of DUSIB.
- 2.7.2 DUSIB shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, DUSIB 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 DUSIB 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 DUSIB has not responded to any question or provided any clarification.
- 2.7.3. DUSIB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by DUSIB shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by DUSIB or its employees or representatives shall not in any way or manner be binding on DUSIB.

2.8. Amendment to this document

- 2.8.1. At any time prior to the Bid Due Date, DUSIB 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 posted on the website of DUSIB.
- 2.8.3. In order to afford the Bidders a reasonable time for taking CSD into account, or for any other reason, DUSIB may, at its own discretion, extend the Bid Due Date.

2.9. Language

- 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 passage 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 DUSIB and the Bidder shall be in writing and shall be sent through post/mail/fax.

2.10. Format and signing of the Bid

2.10.1. The Bidder shall provide all the information sought under this RFP. DUSIB will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be summarily rejected.

2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized 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 Bid shall be initialed by the person(s) signing the Bid.

2.11. Submission 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 the Bids in two parts comprising the following documents and marked as "Technical Bid" and Financial Bid

"Technical Bid" should contains the following documents

- (a) Letter of Bid in the prescribed format Appendix I along with Annexure and supporting documents;
- (b) Power of Attorney for signing of Bid in the prescribed format (Appendix II)
- (c) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix III)
- (d) Counter foil along with UTR number for Bid document fee and Bid security.
- (e) Copy of memorandum and Articles of Association or Byelaws or Trust deed or Partnership 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 3 (three) financial years.
- (g) Copy of the Jt. Bidding Agreement, in case of a consortium, substantially in the format at Appendix V;
- (h) A copy of the draft Shelter Management Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b)/(c) hereinabove;
- (i) Certified copies of the documentary evidence of the experience claimed by the Bidder; and

"Financial Bid" shall contain only the rate quoted by the bidder for providing shelter management services in each project/cluster in the format set out in Appendix IV of this RFP.

The financial bid contains two parts/components i.e fixed and variable.

The fixed component includes the wages and other statutory payments to the three care givers (@ semi skilled wage rate), one full time sweeper (@ unskilled wage rate) and three security guards (for women shelters only) for each night shelter. This component is fixed one as every employer/principal employer is duty bound to implement the labour laws applicable in the territory. Whenever, there is a change in minimum wages fixed by GNCTD and /or change in other statutory payments like Employee Provident Fund, Employee State Insurance etc., this component will also be changed /modified accordingly.

The variable component includes the charges for all other services including for providing shelter management services like procurement of cleaning materials, regular washing of beddings, blankets etc; carrying out minor repairs as per the agreement, maintain the rescue teams etc., excluding the payment/salary/remuneration for care givers, sweepers and security guards as mentioned above. The bidder is required to quote only for this variable component in the financial bid and bidder who is quoting the lowest amount in the variable component shall be selected for providing shelter management services in the said cluster/project subject to bidder fulfilling the other terms and conditions of this RFP and the agreement. However, bidders are not allowed to quote Zero rupees in this component i.e anybody who quote zero shall be disqualified from bidding/consideration.

Bidder shall submit the financial bid for only those projects for which it is bidding.

Financial bid, specifying the payments for shelter management services; amount in both figures and words, in Indian rupees, being quoted by the bidder in the format provided in Appendix IV to this RFP. In the event of any difference between figures and words, the amount indicated in the words shall be taken into account.

In the event of any tie i.e more than one bidder quoting the same amount, lottery system shall be followed.

The payment for shelter management shall be payable to the Shelter Management Agency by DUSIB as per the terms and conditions of this RFP and the provisions of the draft shelter management Agreement.

2.12. Bid Due Date

2.12.1. Bids should be submitted before 13:00 hours IST on the Bid Due Date only through e-tender mode. Bids submitted through any other mode shall not be considered as valid.

2.12.2 DUSIB may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.13. Late Bids

Bids received by DUSIB 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 Payment for Shelter Management to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the payment for shelter management required by him in accordance with this RFP and the provisions of the draft shelter management agreement.
- 2.14.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.14.3 The proposed Shelter Management Agreement shall be deemed to be part of the Bid.

2.15 Modifications/ substitutions/ 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 DUSIB prior to the Bid Due Date. No Bid shall be modified or substituted or withdrawn on or after the Bid Due Date.
- 2.15.2. The modification, substitution or withdrawal notice shall be prepared, sealed and uploaded before the bid due date.
- 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 DUSIB, shall be disregarded.

2.16. Rejection of Bids

- 2.16.1 Notwithstanding anything contained in this RFP, DUSIB 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 DUSIB rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder.
- 2.16.2 DUSIB 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.

2.17. Validity of Bids

- 2.17.1. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the financial bid opening Date. The validity of Bids may be extended by the Bidders on specific request by DUSIB for extension of the validity of Bids. DUSIB 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. However, a Bidder extending the period of validity of its Bid will not be allowed to modify its Bid already submitted.

2.17.3. The Selected Bidder shall be required to extend the Bid validity period till the date of execution of the Shelter Management 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 DUSIB in relation to, or matters arising out of, or concerning the Bidding Process. DUSIB 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. DUSIB 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, DUSIB shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.20. Bid Security

2.20.1. The Bidders shall remit the bid security in the bank account of DUSIB @ Rs one lakh per cluster/project and upload the remittance slip along with UTR number in the e-tender portal before the bid due date. Any bidder applying for more than one cluster has to remit the bid security accordingly.

2.20.2 Any Bid not accompanied by the required Bid Security (Rs one lakh for one each cluster applied) shall be summarily rejected by DUSIB.

2.20.3. The Bid Security of unsuccessful Bidders will be returned by DUSIB, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by DUSIB. Bidders may by specific instructions in writing to DUSIB give the name and address of the person in whose favour the said demand draft shall be drawn by DUSIB 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.

2.20.4. DUSIB shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that DUSIB 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.

2.20.5. The Bid Security shall be forfeited and appropriated by DUSIB as Damages without prejudice to any other right or remedy that may be available to DUSIB 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/Clause 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 Shelter Management Agreement and/or
 - (ii) to furnish the Performance Security within the period prescribed in the Shelter Management Agreement;
- (d) In any other case as specified under this RFP.

2.20.6. The Selected Bidder's Bid Security will be returned, without any interest, upon the Shelter Management Agency signing the Shelter Management Agreement and furnishing the Performance Security in accordance with the provisions thereof. DUSIB 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 Shelter Management Agreement.

3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bid

- 3.1.1. DUSIB or through its authorized representative shall open the Bid at the time specified in Clause 1.3.
- 3.1.2. DUSIB will examine and evaluate the Bid in accordance with the provisions set out in this Section/clause 3. DUSIB shall not evaluate the Bid for which it has received request for withdrawal as per Clause 2.15 of this RFP, before the Bid Due Date.
- 3.1.3. To facilitate evaluation of Bids, DUSIB 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 DUSIB 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 Bid will be entirely at the discretion of DUSIB. 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 DUSIB within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, DUSIB 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 DUSIB.
- 3.1.4. Any information contained in the Bid shall not in any way be construed as binding on DUSIB, 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. DUSIB 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 Bid, DUSIB 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, DUSIB may, in its sole discretion, exclude the relevant project from evaluation of such Bid. In the event that a Bidder claims credit for an experience, and such claim is determined by DUSIB as incorrect or erroneous, DUSIB 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, DUSIB reserves the right to reject the Bid as per terms of this RFP.

3.2. Tests of responsiveness, Evaluation for Qualification

- 3.2.1. Prior to evaluation of Bid, DUSIB 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 Annexures;
- (b) it is received by the Due Date including any extension
- (c) it is signed and properly marked as stipulated in
- (d) it is accompanied by the Power(s) of Attorney as specified in
- (e) it contains all the information (complete in all respects) as requested in this RFP and Documents (in formats same as those specified);
- (f) it does not contain any condition or qualification;
- (g) it is not non-responsive in terms hereof.
- (h) it is accompanied with valid bid security for each cluster.
- (i) it is accompanied by cost of bid document.

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

3.3 Evaluation parameters

3.3.1. The technical bid will be evaluated on the following parameters

- i. The bidders should have an experience of maintaining at least a minimum of five Night shelters/old age homes/children homes/home for mentally retarded for 24 months in the last five years ending 31st, March, 2017.
- ii. The average annual turnover of the organization/bidders for the last three financial year ending 31st, March, 2017 (2016 as the case may be) should not be less than Rs Thirty lakhs.
- iii. The turnover of Rs 30 lakh is fixed for one cluster. If any bidders quote/bid for managing more than one cluster, the turn over criteria will be multiplied accordingly. For example, for bidding/quoting two cluster, three cluster, four clusters, the bidders should have an average annual turnover for the last three financial year ending 31st, March, 2017 (2016 as the case may be) of Rs sixty Lakhs, Rs. Ninety lakh and Rs. one hundred and twenty Lakhs respectively.

In case of a consortium, the Lead member shall satisfy minimum of 50 % of the financial capacity/turnover criteria.

3.3.2. The Bidder must provide the necessary information relating to Technical bid as per format given in this RFP.

3.3.3. The Bidder 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 Bid must be accompanied by the Audited Annual Reports of the Bid (of each Member in case of a Consortium) for the last 3 (three) 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 3 (three) years preceding the year for which the Audited Annual Report is not being provided. The Bidder should not have financial loss in three consecutive years as per above audited report.
- 3.4.3. The Bidder must establish a minimum Financial Capacity as specified in Clause 3.3. 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 Bid, for last three 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 RFP, turnover (the "Turnover") shall mean annual gross revenue earned by the Bidder.

3.5 Evaluation of Financial Bid

- 3.5.1. The financial bid of only those who have been qualified in the technical bid shall be considered for evaluation.
- 3.5.2. Maximum of four projects/clusters shall be awarded to one bidder. In case, one bidder is qualified (highest bidder) for more than four clusters/projects, the bidder will be given three days time to select the four clusters where it will provide the shelter management services. For the remaining cluster/s, the second lowest bidder (H2/L2) shall be requested to match the L1/H1 and requested to provide the shelter management services @ quoted by the L1/H1 if the rate quoted by the L1/H1 is agreeable to him.
- 3.5.3. The Bidders should submit Financial Bid for the Project in the format set out in Appendix IV.
- 3.5.4. The Bid of the Bidders for the Project/s would be evaluated solely on the basis of the quoted Payment for Shelter Management by the Bidder in its Financial Bid.
- 3.5.5. For each Project, the Bidder quoting the lowest Payment for Shelter Management from DUSIB for the Project/ cluster, shall be declared as the Highest Bidder (the "Selected Bidder") of the Project.

- 3.5.6. In the event that two or more Bidders quote the same lowest amount of Payment for Shelter Management (the "Tie Bidders") for any Project/cluster, the bidders will be selected through lottery/lot system.

In the event that the Highest Bidder withdraws or is not selected for any reason, DUSIB reserves the right to take any such measure as may be deemed fit in the sole discretion of DUSIB, including annulment of the Bidding Process.

- 3.5.7. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by DUSIB to the Selected Bidder for the Project's as per the format in Appendix VI and the Selected Bidder 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, DUSIB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as compensation for loss and damage suffered by DUSIB on account of failure of the Selected Bidder to acknowledge the LOA.

- 3.5.8. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Shelter Management Agreement within the period of 15 (fifteen) days from date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the draft Shelter Management Agreement. Further, before execution of the Shelter Management Agreement, the Selected Bidder shall furnish the Performance Security as per the provisions of the draft Shelter Management Agreement.

- 3.5.9. In the event that the Selected Bidder does not execute the Shelter Management Agreement within the period mentioned in Clause 3.5.8 above, they shall be given an additional 4 (four) weeks for the same, subject to a deduction 25 % of the Bid Security for each week of delay.

In the event the Selected Bidder as mentioned above, does not execute the Shelter Management Agreement within the stipulated timeframe, DUSIB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Selected Bidder as compensation for loss and damage suffered by DUSIB on account of failure of the Selected Bidder to execute the Shelter Management Agreement.

3.6. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time DUSIB 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, DUSIB 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 Shelter Management Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Shelter Management Agreement, DUSIB shall reject a Bid, withdraw the LOA, or terminate the Shelter Management Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Shelter Management Agency, as the case may be, if it determines that the Bidder or Shelter Management Agency, 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, DUSIB shall forfeit and appropriate the Bid Security or Performance Security, as compensation for loss and damages payable to DUSIB towards, inter alia, time, cost and effort of DUSIB, without prejudice to any other right or remedy that may be available to DUSIB hereunder or otherwise.
- 4.2 Without prejudice to the rights of DUSIB under Clause 4.1 herein above and the rights and remedies which DUSIB may have under the LOA or the Shelter Management Agreement, if a Bidder or Shelter Management Agency, as the case may be, is found by DUSIB 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 Shelter Management Agreement, such Bidder or Shelter Management Agency shall not be eligible to participate in any tender or RFP issued by DUSIB during a period of 5 (five) years from the date such Bidder or Shelter Management Agency, as the case may be, is found by DUSIB 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 DUSIB 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 Shelter Management 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 DUSIB, 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 Shelter Management Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Shelter Management Agreement, who at any time has been or is a legal, financial or technical adviser of DUSIB 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 DUSIB 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 DUSIB. DUSIB 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 Shelter Management Agreement, DUSIB, 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 DUSIB, 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

Director — Night Shelter (I)
Delhi Urban Shelter Improvement Board
Room No. 41, Punarwas Bhawan
I.P. Estate New Delhi – 110002

Sub: Bid for Management of Night Shelters 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 following Project/s or cluster/s:

Project /Cluster Name	No of night shelters in the cluster	Bid for (Yes/No)

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 DUSIB 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 and IV are 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/cluster.

5 I/ We shall make available to DUSIB any additional information it may find necessary or require to supplement or authenticate the Bid.

- 6 I/ We acknowledge the right of DUSIB 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 DUSIB.
- (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 DUSIB 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 DUSIB may cancel the Bidding Process at any time and that DUSIB is neither bound to accept any Bid that DUSIB 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 to;
- 14 I/ We further certify that no investigation by a regulatory authority is pending 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 DUSIB 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 DUSIB 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 Shelter Management 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 Service Area. We understand that except to the extent as expressly set forth in the Shelter Management Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DUSIB or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project .
- 19 The Payment for Shelter Management has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Shelter Management Agreement, our own estimates of costs and revenues and after a careful assessment of the Service Area and all the conditions that may affect the Bid.
- 20 I/We have submitted a Bid Security for each Project to DUSIB, the UTR number for the remittance of Bid security is
- 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 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the financial bid opening date.
- 23 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.

Yours faithfully,

Date:

Place:

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized 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 [this/ these Project(s)]:
3. Details of individual(s) who will serve as the point of contact/ communication for DUSIB:
 - (a) Name:
 - (b) Designation:
 - (c) Entity:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized 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 (e) should be attached to the Bid.
 - (c) Information regarding role of each Member should be provided as per the 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 due date of bid.		
3.	Has the bidder/constituent of the consortium paid liquidated damages of more than 5% of the contract values in a contract due to delay or has been penalized 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):

Appendix I Annex-II
Technical Capacity of the Bidder
(Refer to Clause 3.3 of the RFP)

Sl.No.	Bidder Type	Category of the Project	Name of the Project	No. of Night Shelters/ old age home/children homes/homes for mentally retarded operated	Duration of the Project	Location
1.	Single entity					
2.	Consortium Member 1					
3.	Consortium Member 2					
4.	Consortium Member 3					

Appendix I Annex-II

@ Provide details of only those projects that have been undertaken by the Bidder under its own name as specified in Clause 3.3.

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.

Appendix I ANNEX-III
Financial Capacity of the Bidder
(Refer to Clauses 3.3 RFP)

Bidder Type	Turnover Year 1 (Rs)	Turnover Year 2 (Rs)	Turnover Year 3 (Rs)	Turnover Average (Rs)
Single entity Bidder				
Lead Member				
Consortium Member 1				
Consortium Member 2				
Total				

Name & 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 Capacity as specified in Clause 3.3.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) financial years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members;
 - (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 Bidder.
3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.17 (e) of the RFP document.
4. The Bidder shall also provide the name and address of the Bankers.

5. 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 the provisions of the RFP document.

Appendix I Annex-IV
Details of Experience
(Refer to Clause 3.3 of the RFE)

Member Name:

Project Code

Item	Particulars of the Project
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 / old age homes / children homes / homes for mentally retarded operated	
Starting date of project/ Contract	
End date of project/ Contract	

1. Bidders are expected to provide information in respect of Technical Capacity.

The activities cited must comply with the eligibility criteria specified in the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Bid. Bidder 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. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OM means Operation & Maintenance Member.
5. Provide year wise details for the last 5 (five) years preceding the Bid Due Date.
6. Start Date and End Date should be indicated. In case the project is ongoing, then the same should be mentioned
7. Experience for any activity/ 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.
8. Certificate from the client or the Bidders statutory auditor must be furnished as per format below for each project experience. In jurisdictions that do not have statutory auditors, the auditors who audited the annual accounts of the Bidders/Member may provide the requisite certification.
9. 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 and agreement entered into with the client.
10. The Bidder 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 Bidder/Member) is/ was an equity, undertaking the..... (name of the project). The project was operated by the Bidder from(start date of the project) to(end date of the project).

We further certify that the total year-wise Night Shelters/old age homes/children homes/homes for mentally retarded operated as part of the project are as follows:

Year:

No of night shelters/old age homes/children homes/homes for mentally retarded operated:

We further certify that the Bidder 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 Authorized 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 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 Management of Night Shelters in Delhi proposed by Delhi Urban Shelter Improvement Board (DUSIB/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 DUSIB, representing us in all matters before DUSIB, signing and execution of all contracts including the Shelter Management 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 1-1 our Bid 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 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 the Management of Night Shelters in Delhi ("the Project").

Whereas, _____, _____ and _____ (collectively the "Consortium") Luis being Members of the Consortium are interested in bidding for the Project in accordance with 04.31 - 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 _____, and M/s. _____, _____ having our registered office _____, having our registered office _____ [the respective names and addresses of the registered office] (hereinafter collectively to as the "Principals") do hereby irrevocably designate, nominate, L.; constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true Irma' - and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize 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 Shelter Management Agreement is entered into with the Board.

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

(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 Or" 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 it behalf of the Bidder.

APPENDIX IV
Specimen of Financial Bid

Date:

Director — Night Shelter (I)
DUSIB, Punarwas Bhawan,
I.T.O., New Delhi – 110002

Re: *Management of Night Shelters in Delhi* _____ (*insert name of the Project/s*)

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 _____ 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/s (insert the name of the Project) in accordance with the Bidding Documents and draft Shelter Management Agreement and require the Payment for Shelter Management as follows:

Parameter	Project/Cluster Name	Value in Figure (Rs) (For variable component only as mentioned in this RFP)	Value in Words (For variable component only as mentioned in this RFP)
Payment for Shelter Management per month (In INR)			

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

Yours faithfully,

For and on behalf of

(Name of the Bidder)

Signature of Authorized Signatory)

(Name and designation of the Authorized Person)

APPENDIX V
Joint Bidding Agreement (Refer Clause 2.1.17 (e))
(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

2. {....., 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 rill administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No. dated (the "RFP") for selecting bidders for Management of Night Shelters 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 capitalized 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 Shelter Management Agreement with the Board and for performing all its obligations as the Shelter Management Agency in terms of the Shelter Management 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 Shelter Management Agreement when all the obligations shall become effective;
- b) {Party of the Second Part shall be responsible for _____ {role of the Party; and}
- c) {Party of the Third Part shall be responsible for _____ {role of the Party;

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 Shelter Management Agreement, at all times during the subsistence of the Shelter Management 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 organized, 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 authorized 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 or other applicable organizational 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 Shelter Management Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get 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 SIGNED, SEALED AND SIGNED, SEALED AND
DELIVERED

DELIVERED

DELIVERED

For and on behalf of

For and on behalf of

For and on behalf of

LEAD MEMBER by :

SECOND PART

THIRD PART

(signature)

(signature)

(signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

In the presence of

1.

2.

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. If any disputes arise between the parties, only Delhi Courts shall have the jurisdiction.
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 VI**Format of Draft Letter of Award**

Date :

To

Authorized Signatory of the Selected Bidder

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 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 Management of Night Shelters 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 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 RFP issued to your company and conditions set out in the draft Shelter Management Agreement to be executed within 15 (fifteen) days from the date of this letter, of the Bid submitted by Selected Bidder, wherein Selected Bidder has quoted a Payment for Shelter Management of Rs _____ (Rupees _____) per month.
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 15 (fifteen) days from the date of this letter with regard to the following:
 - a) Execution of the Shelter Management Agreement;

- b) Furnish a Performance Security for the sum of five per cent of the total value of the contract/work order (including both fixed and variable component), in terms of the draft Shelter Management 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 pars 6 and 7 and the execution of Shelter Management Agreement.

Yours truly,

Appendix VII
Details of cluster/project

Sl. No.	NS Code	Cluster 1
1	49	At open air theater Community Hall at 2541-51/VIII.
2	53	At property No.797/VIII, Kundewalan.
3	54	3329-30/XI., Delhi Gate
4	56	At 1st floor property no.1675/VIII, Himmat Garh.
5	83	At Himmat Garh, Ram Leela Ground.
6	221	At Ram Lila Ground (Himmat Garh).
7	176	At Plot No.1 & 2, Asaf Ali Road, Near Police Bhawan
8	207	At New Delhi Railway Station near LNJP.
Sl. No.	NS Code	Cluster-2
1	11	Fatehpuri Old Delhi Railway Station
2	66	Hall No 4 Fatehpuri [For Children]
3	12	Fountain Chandni Chowk
4	7	Lahori Gate
5	99	Jama Masjid-1
6	101	Jama Masjid (ii) Male
7	113	Jama Masjid (iii) Family
8	160	Jama Masjid
9	209	Jama Masjid-5
10	208	Fountain chowck Chandni Chowk
Sl. No.	NS Code	Cluster-3
1	28	Commercial Building, Motia Khan
2	13	Prop. NO. 10615, Jhandewalan Road
3	14	Property No. 10788-89, Jhandewalan, Road
4	15	Prop. No. 6108, Gali Ravi Dass
5	16	Gali Tel Mill, Nabi Karim
6	211	Porta Cabin Idgah Telephone Exchange
7	29	Chamelian Road, 6562/XIV
8	32	9386-87/XV, Pahar Ganj
9	139	Jhandewalan-I (Opp Idgah telephone Exchange)
10	140	Jhandewalan no 2 (Opp Idgah telephone Exchange)
Sl. No.	NS Code	Cluster-4
1	6	S.P. Mukharjee Market
2	102	Near Liberty Cinema, Dev Nagar, Karol Bagh
3	903	Porta Cabin, Dev Nagar (Families) (Nos 4 units)
4	5	Shahzada Bagh
5	39	Padam Nagar
6	18	Community Hall, Regharpura, Karol Bagh (Ladies Shelter)
7	37	Tank Road, Bapa Nagar, Karol Bagh.
8	34	L-Block, Pratap Nagar, Near Shashtri Ngr
9	2	Katra Maula Bux, Roshanara Road.
Sl. No.	NS Code	Cluster-5
1	20	Kabir Basti Malka Ganj.

2	21	Ist Floor community Hall Sarai Phoosh
3	136	Mori Gate Gole Chakar
4	210	Mori Gate Terminal - 2
5	23	759/1 Chabi Ganj Community center
6	161	Mori Gate Terminal - 1
7	27	Ganda Nallah (1st Floor) MCD Community Center, Kashmir Gate
8	22	Phool Mandi Building, Mori Gate
Sl. No.	NS Code	Cluster-6
1	74	BVK Goyala Diary, Near Dwarka
2	41	Sector-3, PH-I, Dwarka
3	43	Sector -1 ,Dwarka
4	143	Sector-12, Dwarka
5	229	Sector-10, Dwarka
6	230	Dhouli Piao, Vikaspuri
7	224	Uttam Nagar East
8	110	Nilothi Extension near fish market, Near Dwarka
9	112	Nasirpur, Near Dwarka
10	93	Hari Nagar, Beri Wala Bagh
11	75	Khazan Basti Maya Puri
Sl. No.	NS Code	Cluster-7
1	8	Raja Garden-08
2	137	Raja Garden -II Near Raja Garden Chowk, Opposite City Square Mall.
3	119	Raja Garden-119
4	47	Banjara Community Hall at Chaukhandi
5	48	Site & Services Plots at HMP Khayala
6	180	BVK Raghubir Nagar (F Block Extn Khayala near Guru Gobind Singh Hospital)
7	144	Madipur Sajjan Park
8	175	Sabzi Mandi Tilak Nagar TNS-2
9	92	Sabzi Mandi Tilak Nagar TNS 1
10	222	Sabzi Mandi Tilak Nagar TNS 3
11	109	Cement godown side Shakur Basti-II
12	223	Near Britainia Chowk
13	226	Near Britainia Chowk
Sl. No.	NS Code	Cluster-8
1	59	Aruna colony Majnu ka tilla community hall
2	244	Geeta Ghat-2 Yamuna Bank Near Monestory Ring Road
3	81	Majnu ka Tilla
4	82	Yamuna Pusta near ISBT
5	227	Kudisia Ghat No.1, Yamuna Pusta
6	149	Yamuna Pushta, Code-149
7	115	Yamuna Pusta Near Nigam Bodh Ghat
8	100	Yamuna Pusta Near Nigam Bodh Ghat
9	135	Kudesia Ghat near NDPL
10	247	Yamuna Pusta near Nigam Bodh Ghat
Sl. No.	NS Code	Cluster-9
1	26	Community Center Hanuman Mandir Yamuna Bazar (First Floor)

2	97	Yamuna Bazar opp. Hanuman Mandir
3	98	Yamuna Bazar Old Bridge
4	216	Dandi Park - I
5	217	Dandi Park - II
6	228	Behind Hanuman Mandir
7	240	Dandi Park - III Near Pusta
8	241	Dandi Park - IV Near Pusta
9	177	Priyadarshnay Colony Yamuna Bazar
10	215	Yamuna Bazar Near Hanuman Mandir
11	116	Hanuman Mandir Yamuna Bazar
Sl. No.	NS Code	Cluster-10
1	3	Kabool Nagar Shahdra
2	19	Nand Nagari
3	50	Kasturba Nagar Shahdara Nera Cremation Ground
4	64	F-Block, New Seemapuri
5	205	Near DLF corner road no - 70 new seemapuri
6	80	GTB chowk Near GTB Hospital
7	96	Mansarover Park-1, Lal Bagh
8	125	Mansrover Park-2, Lal Bagh
9	141	Ram Lila Ground Nand Nagri
Sl. No.	NS Code	Cluster-11
1	146	Panchsheel Garden Shahdra
2	202	Pushta Usmanpur opp. Jag Pravesh Hospital
3	203	Pusta Usman Pur near DDA Park.
4	70	Seelampur BVK, Kabari Market.
5	225	Pusta Ushmanpur opp. Jag Pravesh Hospital (Families)
6	71	Vishwas Nagar BVK Sanjay Amar Colony
7	214	Anand Vihar -1 (Male)
8	242	Anand Vihar -2 (Female)
9	132	Shastri Park (Red Light)
10	201	Shastri Park (Theka) Near Wine Soap
Sl. No.	NS Code	Cluster-12
1	142	Opp. Mayur Vihar metro station yamuna khadar
2	95	Shakarpur (Laxmi Nagar) Near Railway flyover ,Akshardhaam
3	130	Geeta Colony, Shamsan Ghat
4	145	Ganesh Nagar Near Mother Dairy
5	69	Trilokpuri BVK Block 31 mear Gas Godwn
6	111	Chilla Goan dist Centre, Hilton Hotel (Mayur Vihar)
7	204	Chand Cinema Kalyanvas
8	192	IFC, Pocket C, Ghazipur
Sl. No.	NS Code	Cluster-13
1	84	Bangla Sahib for Male
2	85	Bangla Sahib-1
3	104	Gurudwara Bangla Sahib
4	117	Raza Bazar, Bangla Sahib
5	233	Bangla Sahib Gurudwara Site-5

6	234	Bangla Sahib Gurudwara Site-6
7	65	Kotla Mubrakpur, First Floor
8	86	Lodhi Road near Indian Social Institute
9	218	Near Sai Baba Mandir Lodhi road
10	10	Nizamuddin Basti near Hazrat Nizamuddin Dargah
Sl. No.	NS Code	Cluster-14
1	94	Munirka near Masjid Sec.- 4, R. K. Puram (Ladies)
2	220	Munirka near Masjid Sec.- 4, R. K. Puram (Men)
3	106	Hayaat Hotel, R.K. Puram opp. Fire Station
4	147	Vasant Vihar Behind Pahari
5	91	Safdarjung Near Safdarjung Airport Flyover
6	148	AIIMS (Safdarjung side) near Raj Garhia Vishram Sadan
7	245	Munirka
8	213	Badarpur Border Near Toll Plaza
9	122	Taimur Nagar, Okhla near Dhobi Ghat
10	107	Okhla Modi Mill behind TATA Indicom
11	246	Jasola Opposite Church
Sl. No.	NS Code	Cluster-15
1	63	Community Hall Kalkaji
2	127	Kalkaji Mandir
3	36	Kilokari Village near circle office, Ring Road
4	62	Sunlight Colony-I, Community Hall
5	128	Nehru Place 1, Metro Station
6	129	Nehru Place 2, Metro Station
7	237	Leprosy colony Siriniwaspuri (3 Nos Cabins)
8	238	Opp. Chattarpur Mandir (4 Nos Cabins)
9	134	Sarai Kale Khan-2 Near petrol pump, outer ring road
10	235	Sarai Kale Khan Near Bus Terminal Pota Cabin No. 1 (Jamuna Side)
11	236	Sarai Kale Khan Near Bus Terminal Pota Cabin No. 2 (Parking Site)
12	231	Ring Road, Bus Terminal Sarai Kale Khan, Site-2 (DSIIDC)
13	232	Ring Road, Bus Terminal Sarai Kale Khan Site-3 (DSIIDC)
Sl. No.	NS Code	Cluster-16
1	4	Sarai Pipal Thala, 1st Floor, Adarsh Nagar
2	45	Bawana relocation scheme block-E
3	46	Rohini Sector-26, Rohini
4	108	Kela Godown, Azadpur opp Fortis hospital Shalimar Bagh
5	9	R - Block Mangolpuri.
	67	Night Shelter Bldg. Extn at R Block Mangolpuri
6	181	A- Block JJR Colony Sultanpuri
7	212	Near MAX Hospital Badli Mor
8	182	Community Hall at A, B & C Block Mangolpuri
9	138	Kali Mandir, Sector - 3 Rohini for Men
10	206	Kali Mandir, Sec-3, Rohini
11	179	Rohini Avantika, Sector 1
12	193	Sector-22, Rohini

VOLUME - II

DRAFT SHELTER MANAGEMENT AGREEMENT

BETWEEN

DELHI URBAN SHELTER IMPROVEMENT BOARD

AND

_____ {SELECETD BIDDER}

FOR

Management of the Night Shelters Cluster _____

MANAGEMENT OF THE NIGHT SHELTERS IN DELHI

This Shelter Management Agreement ("Agreement") is entered into on this the _____ day of _____, 20_____

Between

- 1. **Delhi Urban Shelter Improvement Board** having its office at _____
_____ (herein after referred to as the "DUSIB" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of One Part;

AND

- 2. _____, a _____ incorporated under the provisions of the _____ Act, _____ and having its registered office at _____, (hereinafter referred to as the "**Shelter Management Agency**" or "**SMA**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part¹.

OR

_____, a _____ incorporated under the _____ Act, _____ and having its registered office at _____, [please insert address]; _____, a _____ incorporated under the _____ Act, _____ and having its registered office at _____ [please insert address] and _____, a _____ incorporated under the _____ Act, _____ and having its registered office at _____, [please insert address] (hereinafter referred to as "**Shelter Management Agency**" or "**SMA**", which expression unless it be repugnant to the context or meaning thereof shall include its representatives, successors and permitted assigns) of the Other Part²'.

WHEREAS:

- A. DUSIB has been established under the Delhi Urban Shelter Improvement Board Act, 2010 ("**DUSIB Act**") in the National Capital Territory of Delhi. DUSIB is the nodal agency for implementation of welfare programmes for the homeless people in Delhi. Presently, the DUSIB is managing 200 Night Shelters for providing shelters and basic civic amenities to the homeless people in Delhi.

- ¹ Applicable in case the Selected Bidder is a single entity.
- ² Applicable in case the selected Bidder is a consortium.

- B. Pursuant to the above, DUSIB has identified Night Shelters cluster _____ (as defined herein after) and intends to outsource operation, maintenance and management of this cluster in accordance with conditions set out in this Agreement.
- C. DUSIB has adopted a transparent competitive bidding process for selection of a Shelter Management Agency for implementing the Project vide its Request for Proposal No. _____ dated _____ (the "**Request for Proposal**" or "**RFP**").
- D. After evaluation of the bids received from the bidders in response to the RFP, DUSIB had accepted the bid of the (selected bidder/ Consortium) comprising _____ and _____ (herein after collectively referred to as the "**Consortium**") with _____ as its lead member (the "**Lead Member**").
- E. DUSIB had issued the Letter of Award bearing No. _____ dated _____ (herein after called as the "**LOA**") to the _____ ("Selected Bidder") requiring, *inter alia*, the execution of this Agreement within 7 (seven) days from the date of issue of the LOA.
- F. The Shelter Management Agency has submitted an irrevocable bank guarantee from the bank _____ dated _____, 20 ____) for a value of Rs. _____ as Performance Security and hereby agrees to keep it valid for a period as stipulated in Article 5 of this Agreement.
- G. With a view to facilitate and implement the Project, DUSIB has agreed to execute this Agreement with the Shelter Management Agency to authorize the Shelter Management Agency to deliver Services (hereinafter defined) in accordance with the terms, conditions and covenants provided herein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Shelter Management Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions and Interpretations

1.1. Definitions

Agreement means this Shelter Management Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the RFP (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. In the event of a conflict between this Agreement and the Schedules, the terms of the Agreement shall prevail, with overriding effect;

Applicable Laws includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, draft Shelter Management Agreement directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority;

Applicable Permits means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions including any renewals thereof required to be obtained or maintained under Applicable Laws in connection with the operation and maintenance of the Project Facilities during the subsistence of this Agreement;

Bid means the documents in their entirety comprising of the commercial/financial bid submitted by the Shelter Management Agency, in response to the RFP and accepted by the DUSIB.

Caretaker/s or Care giver/s means a person or group of persons appointed by the Shelter Management Agency at each Night Shelter in accordance with Schedule VIII;

Confidential Information means all information including personal data (whether in written, oral, electronic or any other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);

Control means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through the ownership of voting securities, by contract or otherwise;

Data means collectively all the data and updates thereof (a) relating to each User that is collected by the Shelter Management Agency as prescribed by DUSIB from time to time; (b) relating to provision of Service within the Service Area; (c) relating to the Homeless on the road within the Service Area; and (d) any other data collected by the Shelter Management Agency pursuant to this Agreement or prescribed by DUSIB from time to time;

Deliverables means (i) collection and updation of Data within the Service Area throughout the Term of this Agreement as prescribed by DUSIB from time to time; (ii) uploading of the Data and updates thereof as specified by DUSIB; (iii) provide Services/Shelter Management Services in all the Night Shelters within the Service Area, in accordance with this Agreement; and (iv) undertaking all such work and providing all such Data as may be required by DUSIB in relation to each Transaction;

Effective Date means the date of execution of this Agreement by all the Parties to the Agreement;

Equipment/s mean the beddings, tools, machines, vehicles or any other equipment utilized for the purpose of providing Services in accordance with this Agreement;

Encumbrance means in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment,

privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein;

Fees means the amount of charges notified by DUSIB that the Shelter Management Agency shall collect from the Users on behalf of DUSIB as specified in Schedule IV;

Force Majeure shall have the meaning specified in Clause 16.4;

Homeless / User means any person who is homeless at any point of time within the Service Area;

Monitoring Committee means the entity appointed by the DUSIB in accordance with Clause 11;

Material Adverse Effect means material adverse effect on (a) the ability of the Shelter Management Agency to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement; and/or (b) the legal validity, binding nature or enforceability of this Agreement;

Night Shelter/s means the temporary or permanent structures created by DUSIB to provide shelter to the Homeless within the Service Area;

Payment for Shelter Management means the Bi-monthly fixed payment payable to the Shelter Management Agency by DUSIB in accordance with the provisions of this Agreement,

Project means the delivery of Services/ Shelter Management Services in accordance with this Agreement;

Project Facilities means all assets made available to the Shelter Management Agency by the DUSIB from time to time for the delivery of the Services;

Proprietary Information means processes, methodologies, technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior / subsequent to the execution of this Agreement;

Services or Shelter Management Services means all such services and actions that are required to be undertaken by the Shelter Management Agency to: (a) operate, maintain and manage the Project Facilities within the Service Area in accordance with the terms and conditions of this Agreement, Service Level Standards and Applicable Laws; (b) handover the Project Facilities to DUSIB in accordance as per the provision of this Agreement; and (c) provide all the Deliverables and undertake all the Transactions so as to enable the discharge of the Services as specified in this Agreement;

Service/s Area means the region, wherein the Shelter Management Agency has been authorized to provide Services, and lies within the geographical boundary more fully defined in Schedule I;

Shelter Management Agency Representative means an authorized representative of the Shelter Management Agency holding an identity card provided by the Shelter Management Agency and wearing prescribed uniform as prescribed by DUSIB from time to time.

Service Level Standards means the service levels standards specified in Schedule III;

Selected Service provision date means the date occurring on expiry of seven days from the effective date;

Third Party Systems means systems (or any part thereof) in which the intellectual property rights are owned by a third party and to which Shelter Management Agency has been granted a license to use and which are used in the provision of services under this Agreement;

Transaction means any of the following: (i) registration of the User as per the process prescribed by DUSIB; (ii) information provided by the Shelter Management Agency, to DUSIB about the homeless people on the road within the Service Area as prescribed by DUSIB; and (iii) such other transaction as may be notified by DUSIB as being required to be performed by the Shelter Management Agency under this Agreement:

1.2. Interpretations

- a) References to any statute or statutory provision including a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- b) Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- c) Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Clause, Schedule. The term Clauses, refers to Clauses of this Agreement. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;
- (d) The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement;
- (e) The Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (f) Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
- (g) References to "construction" or "roll out" includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication,

acceptance, testing, certification, commissioning and other activities incidental to the construction or roll out, and "construct" or "roll out" shall be construed accordingly;

- (h) Any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English language meaning;
- (i) The damages payable by a Party to the other Party as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties; and
- (j) This Agreement shall operate as a legally binding agreement specifying the terms, which apply to the Parties under this agreement and to the provision of the services by the Shelter Management Agency.

1.3. Priority of agreements and errors/discrepancies

1.3.1. This Agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents forming part hereof shall, in the event of any conflict or inconsistency between them, be in the following order:

- (a) this Agreement; and
- (b) all documents forming part here of

i.e., the Agreement at (a) above shall prevail over documents at (b) above.

1.3.2. Subject to the provisions of Clause 1.3.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Articles of this Agreement, the provisions of a specific Article;
- (b) relevant to the issue under consideration shall prevail over those in other Articles;
- (c) between the Articles of this Agreement and the Schedules, the Articles shall prevail and between Schedules and Annexures, the Schedules shall prevail;
- (d) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (e) between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and in words, the latter shall prevail.

2. Scope of this Agreement

2.1. The Shelter Management Agency is hereby appointed to provide the Services, and in consideration of the rights, privileges and benefits conferred upon the Shelter

- Management Agency by DUSIB and other good and valuable consideration expressed herein, hereby accepts its appointment and undertakes to implement the Project and perform/discharge all its obligations in accordance with the provisions of this Agreement, and discharge its responsibilities under this Agreement within the Service Area.
- 2.2. The Shelter Management Agency shall provide the Services prescribed in this agreement and the matters incidental thereto or necessary for the performance of any or all of the obligations of the Shelter Management Agency under this Agreement, in accordance with the Functional Requirements, Service Level Standards and the Operation Plan.

3. Commencement of Services

- 3.1. The Shelter Management Agency shall commence delivery of Services within the Service Area from the scheduled service provision Date as per the Functional requirements set out in the Schedule II read along with the Service Level Standards set out in the Schedule III.

4. Term of this Agreement

This Agreement shall come into effect on the date of its execution by all the Parties to the Agreement ie the Effective Date and shall continue for a period of 24 (Twenty four) months there from, unless terminated earlier in accordance with terms hereof ("**Term**"). However, DUSIB on its own discretion may choose to extend the Term for further period of 24 (twenty four) months and subject to the period of maximum twelve months extension at a time (any extension shall not be for more than 12 months at a time), with all the terms and conditions being the same as for original Term.

5. Performance Security

- (a) The shelter management agency shall, for the due and punctual performance of its obligations relating to the project, deliver to the DUSIB, prior to/simultaneous with the execution of this agreement, a bank guarantee substantially in the format provided by DUSIB from a nationalized bank\State bank of India, (performance security) for a sum of Rs.....valid till 90 days after the expiry of this agreement

Provided that if the agreement is terminated due to any event other than a default by the shelter management Agency, the performance security if subsisting as on the termination date shall, subject to DUSIB's right to receive or recover any amounts, if any, due from the shelter management agency under this agreement, be duly discharged and released to the shelter management agency.

- (b) In case, the performance security has been invoked in part or full in accordance with the terms of this agreement, the shelter management agency undertakes to forthwith replenish the performance security in the manner such that the aggregate value of the performance security equals the original value of performance security at the time of effective date.

6. Implementation of Services

6.1. DUSIB shall, from the Effective Date:

- (a) provide, in accordance with the terms and conditions set forth herein, the right to access and right to use the Project Facilities together with the Right of Way on an "as is where is" basis for the purpose of implementing the Project in accordance with provisions of this Agreement; and
- (b) Subject to this Article, the Shelter Management Agency shall have the right to enter upon, occupy and use the Project Facilities and shall be obligated to commence provision of the Services immediately upon receiving the right to access and use the Project Facilities.

6.2. The Shelter Management Agency shall, within 15 (fifteen) days from Effective Date, have in consultation with DUSIB/ Monitoring committee prepared and submitted an operation plan ("Operation Plan") as per the format prescribed by DUSIB in accordance with which it shall provide the Services in the Service Area. Operation Plan shall be prepared in compliance with the Functional Requirements set out in the Schedule II, the Service Level Standards set out in the Schedule III and other provisions of this Agreement.

6.3. Within 10 (ten) days of receipt of the Operation Plan, the DUSIB and Monitoring Committee shall review the same, and convey their comments/ observations to the Shelter Management Agency on the Operation Plan, including the need, if any, to modify the same. If the comments/ observations require the Operation Plan to be modified, the Shelter Management Agency shall suitably modify the Operation Plan and re-submit the same for further review. The DUSIB and Monitoring Committee shall give its observations and comments, if any, within 15 (fifteen) days of receipt of such revised Operation Plan, which shall be taken into account by the Shelter Management Agency while finalizing the Operation Plan.

6.4. Notwithstanding any review or failure to review by the DUSIB or the comments/ observations of the Monitoring Committee or the DUSIB, the Shelter Management Agency shall be solely responsible for the adequacy of the Operation Plan and the conformity thereof with the requirements of this Agreement and shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.

6.5. The Parties agree that the implementation of the Operation Plan shall be reviewed by the DUSIB consultation with the Shelter Management Agency every quarter or from time to time as prescribed by DUSIB from the date of submission of the Operation Plan.

6.6. Approvals and Required Consents

The Shelter Management Agency shall comply all with Applicable Laws and obtain all Applicable Permits as are required by the Shelter Management Agency for the provision of /delivery of shelter management Services in the allotted night shelters

6.7. Provision of Services

- (a) The Shelter Management Agency shall provide the Services in Service Area in accordance with the functional requirement and the Service Level Standards

prescribed in this agreement from the scheduled service provision date irrespective of the fact whether the operation plan is approved by DUSIB or not and the Shelter Management Agency shall be liable to pay Damages or penalties for non-conformity with the Service Level Standards and the functional requirements prescribed in this agreement.

- (b) Upon provision of Services within the Service Area, the Shelter Management Agency shall be entitled to receive the Payment for Shelter Management.
- (c) In case, DUSIB installs new Night shelters ("Additional Night Shelters") within the Service Area, the DUSIB in its own discretion require the Shelter Management Agency to provide Services in the Additional Night Shelters. The payment for Additional Night Shelters shall be decided by DUSIB.

6.8. Damages for Delay

If Services does not commence within 7 (seven) days from the Effective Date, unless the delay is on account of reasons solely attributable to the DUSIB or due to Force Majeure, the Shelter Management Agency shall pay Damages to the DUSIB in a sum calculated at the rate of 25% (twenty five per cent) of the monthly amount Payable for Shelter Management for delay of each week until delivery of Services has commenced. The Performance security or guarantee and/or the EMD shall be forfeited if the shelter management agency fails to commence the services within the period prescribed by DUSIB or one month from the effective date whichever is earlier.

6.9. Access to Project Facilities

DUSIB agrees to provide to the Shelter Management Agency, upon a reasonable request, information relating to the Project Facilities, which Shelter Management Agency may possess or may hereafter come to possess. Subject to this, DUSIB makes no representation and gives no warranty to the Shelter Management Agency in respect of the condition of the Project Facilities and shall not be liable in any manner for the correctness or completeness of the information provided by it to the Shelter Management Agency. The Shelter Management Agency shall accept such information at its cost, risk and consequence.

- 6.10. For the purpose of this Agreement, the Shelter Management Agency shall be deemed to have:
- (a) Inspected the Project Facilities;
 - (b) Satisfied itself as to the nature of the climatic, hydrological and general physical conditions of the Project Facilities, the form and nature of the Project Facilities, and the nature of the design, work and materials necessary for the performance of its obligations under this Agreement;
 - (c) Satisfied itself as to the means of communication with, access to and accommodation on the Project Facilities that it may require or as may otherwise be necessary for the performance of its obligations under this Agreement; and

(d) obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Shelter Management Agency and its rights and obligations hereunder and its other rights and obligations under or pursuant to this Agreement.

6.11. The Shelter Management Agency acknowledges that it shall have no recourse against DUSIB in the event of any mistake made or misapprehension harboured by the Shelter Management Agency in relation to any of the foregoing provisions in this section and DUSIB hereby expressly disclaims any liability in respect thereof.

6.12. The Shelter Management Agency acknowledges that prior to the execution of this Agreement, it has, after a complete and careful examination, made an independent evaluation of the Project Facilities as a whole and each of its facilities, buildings, assets, equipment and know-how and has determined the nature and extent of the difficulties, up-gradations, inputs, costs, time and resources, risks and hazards that are likely to arise or may be faced by it in the course of the performance of its obligations under this Agreement. The Shelter Management Agency further acknowledges that it shall have no recourse to DUSIB if it is, at a later date, found that the Project Facilities is deficient in any manner that prevents the discharge of Shelter Management Agency's obligations under this Agreement ("Deficiency").

7. Non-Exclusivity for Services

The Shelter Management Agency agrees that the Services to be provided in the Service Area are non-exclusive and DUSIB or any other Government agency may enter into other agreement or arrangement permitting activities covered under this Agreement by any other party, within the Service Area.

8. Additional Service

Each Party agrees that the Shelter Management Agency shall be eligible to provide any additional Service not included in this agreement on its own cost with a written consent from DUSIB, subject to the conditions that such activities shall not interfere in performance of the obligation of the Parties, either directly or indirectly, under this Agreement. In case DUSIB believes that such additional service/ activity of the Shelter Management Agency is interfering the Services, it may issue guidelines to the Shelter Management Agency which it shall adhere to in providing the Services or any additional service.

9. Equipment

9.1. In case Shelter Management Agency needs any additional equipment for provision of Services, it shall intimate the same in writing immediately to DUSIB and DUSIB will provide such equipments if DUSIB considers it necessary.

9.2. The Shelter Management Agency shall ensure that all the Equipments are in working condition and promptly report to DUSIB in case of repair if any required; to rectify the same. The shelter management agency shall be responsible for timely reporting the major repairs if any required to be carried out in ensuring the proper functioning of project facilities. The shelter management agency is responsible for

carrying out minor repairs in the project facilities as per the provisions of this agreement.

10. Obligations of the Parties: Scope and Provision of the Services

The Parties agree that time is of essence for the performance of obligations under this Agreement.

10.1. Obligations of DUSIB

- a) DUSIB shall coordinate with other government agencies, and shall provide to the Shelter Management Agency access to the Project Facilities so as to facilitate the provision of Services by the Shelter Management Agency.
- b) Director (Night shelter) would be the single point contact for the Shelter Management Agency in relation to the implementation of this Agreement.
- c) DUSIB shall ensure that no barriers are erected or placed on or around the Project Facilities by any Government Instrumentality or persons claiming through or under it, except for reasons of emergency, national security, law and order.
- d) DUSIB shall make payment of all outstanding taxes/ utility charges in relation to Project Facilities prior to the Effective Date.
- e) DUSIB shall support, cooperate with and facilitate the Shelter Management Agency in the delivery of the Services in accordance with the provisions of this Agreement.
- f) DUSIB shall provide the buildings/Porta cabins to be used as night shelters; toilets and bathing facilities and also carryout regular repair and maintenance of the buildings, toilets and bathrooms except the minor repairs specified in para/clause 10.2 which are to be carried out by the shelter management agency.
- g) DUSIB shall provide lighting facilities.
- h) DUSIB shall provide water tanks, geysers, desert coolers, RO system/water dispenser, TV sets, Fans, install mosquito nets on doors and windows and carryout the regular repair and maintenance of the same.
- i) DUSIB shall provide beddings, Blankets, Durries, jute mats for providing better living conditions to the homeless people at the night shelters.
- j) DUSIB shall reimburse the electricity charges, water charges, Dish recharge charges on actual basis to the shelter management agency on bi-monthly basis along with the payment for providing shelter management services at the night shelters. Any penalty levied by the utilities for late payment by the shelter management agency shall be borne by the shelter management agency.

10.2. Obligations of Shelter Management Agency

- (a) The Shelter Management Agency shall roll out the Services in accordance with the Operation Plan submitted to DUSIB. The Selected Organization / Shelter Management Agency shall provide Shelter Management Services to the homeless people at the allotted Night Shelters. The Shelter Management Services includes the following
1. Providing hassle free access 24 X 7 to all the homeless persons who seek shelter into the night shelter.
 2. Providing water for drinking and other purposes including procurement of Mayur Jug and doing minor repairs like changing the damaged water taps etc.
 3. Maintaining the toilets, bathrooms and project facilities in working condition and carrying out the repair works like cleaning the sewer lines/shaft within the project area.
 4. Maintaining lighting facilities and doing regular repair and replacement of electrical fittings like change of Bulbs, Tube lights, Plug points, switch boards etc.,
 5. Maintaining adequate fire protection measures including carrying out the fire audit, regular refill or changing of fire extinguishers etc.
 6. Undertaking regular pest and vector control measures including use of mosquito repellents.
 7. Regular cleaning of bedding materials, Blankets, durries, jute mats etc., and keep them usable at all the times during the currency of this agreement.
 8. Maintaining the First Aid Box and providing emergency medical care facilities by taking the sick homeless people to the nearby hospitals by using CATS ambulances or by other means.
 9. Ensuring the safety and security of the inmates particularly women, children, old aged persons, disabled persons etc. The shelter management agency shall deploy dedicated security guards in women shelters.
 10. Carrying out the rescue operations in the surrounding/ adjoining areas of the night shelter and bringing the homeless persons found on the roadside, pavements etc to the night shelter. Shelter management agency has to maintain a separate vehicle and dedicated personnel for rescue operations from 10 PM to 4 AM during winter months i.e from December to March and from 10 AM to 4.00 PM during summer months i.e from April to July. However, DUSIB may require the shelter management agency to deploy the rescue teams during the other period of the year also if DUSIB deems it necessary to ensure shelter for all homeless people.
 11. Facilitation for convergence with other services/entitlements of various government schemes for ensuring the overall wellbeing of the homeless people at the night shelter-.
 12. Maintaining the proper database of the shelter users i.e homeless people as suggested by DUSIB from time to time.
 13. Providing various reports as requested by DUSIB from time to time regarding the usage and users of night shelter.
 14. Maintaining various records including the Registration cum Entry register for homeless people/ Occupancy register, Attendance register for Care givers and Sweepers, Complaints and Suggestion register, Cleaning register, Stock

- register for consumables, Daily duty roster, Instructions to Caregivers and sweepers, Services provided to the homeless people at the shelter, Daily details board and any other register as suggested by DUSIB from time to time.
15. Deploying adequate trained manpower including Care givers (at least three/night shelter), Sweepers and security guards for providing quality shelter management services to the homeless people at the shelter.
 16. Arranging periodical training programmes for the manpower deployed by the shelter management agency for providing shelter management services at the night shelter.
 17. Maintaining the shelter and shelter facilities neat and clean all the time.
 18. Procurement and use of consumables like cleaning materials, toiletries etc., for maintaining the shelter and its facilities including keeping the toilets neat and clean at all the time.
 19. Ensuring the safety of the night shelters and other facilities/equipments provided by DUSIB.
 20. The Shelter Management Agency shall demand and collect user fees/charges from the Homeless persons/Users in accordance with the provisions of Schedule IV. The fees so collected shall be deposited in the bank account of DUSIB on every Monday and submit a monthly consolidated report to DUSIB every month not later than the fifth day of the succeeding month.
- (b) The Shelter Management Agency shall at its cost, expenses and risk make all such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.
 - (c) In providing the Services, the Shelter Management Agency shall take required steps not to cause any disruption to DUSIB's normal operations.
 - (d) The Shelter Management Agency shall appoint a full time employee from senior management of the Shelter Management Agency who shall have sufficient powers to take decisions and who would be the single point contact for DUSIB in relation to the implementation of this Agreement.
 - (e) The Shelter Management Agency shall provide to DUSIB, periodic reports during the Term, as set forth in the Agreement and any other report which DUSIB may reasonably require.
 - (f) The Shelter Management Agency shall make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies DUSIB against any claims, damages, expenses or losses in this regard and that in no case and for no purpose shall DUSIB be treated as employer in this regard;
 - (g) The Shelter Management Agency will keep abreast of the relevant technical, managerial and operational requirements applicable to the provision of the Services and best practices in this area and will share their knowledge with the DUSIB, regarding matters which would assist the DUSIB, in its use of the Services, provided that Shelter Management Agency shall not be obligated to

share other client information or Confidential Information of the Shelter Management Agency not relevant to the Agreement.

- (h) The Shelter Management Agency shall provide the Services (i) in a good professional manner commensurate with Good Industry Practices, (ii) so as to comply with the applicable Service Level Standards, in accordance with the terms set out in this Agreement and its Schedules.
- (i) The Shelter Management Agency shall not without the written approval of DUSIB access or use the Project Facilities for any other purpose than in relation to the implementation of the Project in accordance with the terms and conditions contained in this Agreement.
- (j) The Shelter Management Agency shall pay in time all expenses, Taxes, charges and rates, including penalties for default in payment, fines, late fees and other outgoings at the applicable rates to the concerned Government Instrumentality in relation to the use of utilities and services by the Shelter Management Agency, their agents or other persons during the subsistence of this Agreement such as sewerage disposal, fuel, garbage collection and disposal, gas, telephone and other utilities except water bill, electricity bill and dish recharge bill and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility, and indemnify and keep indemnified DUSIB this respect;
- (k) The Shelter Management Agency shall procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project Facilities:
- (l) The Shelter Management Agency shall support, cooperate with and facilitate DUSIB or any other State Government agency in the implementation of its initiatives for the Homeless within the Project Facilities/ Service Area;
- (m) During the Term, the Shelter Management Agency shall protect the Project Facilities from any and all occupations, encroachments, and shall not place or create nor permit any other person claiming through or under the Shelter Management Agency to place or create any Encumbrance or security interest over all or any part of the Project Facilities, or on any rights of the Shelter Management Agency therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.
- (n) During the Term, subject to provisions of this Agreement, the Shelter Management Agency shall maintain the Project Facilities in accordance with this Agreement and if required, suggest improvements to be made to the Project Facilities to comply with the provisions of this Agreement in accordance with Applicable Laws and Applicable Permits and Good Industry Practice.

The obligations of the Shelter Management Agency hereunder shall include:

- i. Permitting safe, smooth and uninterrupted use of the Project Facilities during normal operating conditions;
 - ii. Pay utility /usage charges for the Project Facilities to the concerned agencies / authorities in a timely manner.
 - iii. Requesting DUSIB to carry out routine maintenance of the Project Facilities to meet the Service Level Standards from time to time or attest quarterly basis; and
 - iv. Any other action which may be required to be fulfilled in relation to the maintenance of the Project Facilities.
- (o) The Shelter Management Agency shall remove promptly from the Project Facilities all waste materials, rubbish and other debris and keep them in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.

In the event, the Shelter Management Agency does not maintain and /or repair the project facilities or any part thereof in conformity with the provisions of this agreement, as the case may be, and fails to commence remedial works within seven days of receipt of a notice /information in this behalf from DUSIB, DUSIB shall, without prejudice to its rights under this agreement including termination thereof, be entitled to undertake such remedial measures at the risk and cost of shelter management agency, and to recover its cost from the shelter management agency. In addition to recovery of the aforesaid cost, a sum equal to 20 % (twenty per cent) of such cost shall be paid by the shelter management agency to DUSIB as damages.

- (p) In case any object /asset is donated by or is created from the grant donated by any third party or any other external agency, it shall be considered part of the Project Facilities and the Shelter Management Agency shall handover the same to DUSIB and use such object/asset as directed by DUSIB.
- (q) Shelter Management Agency shall not use the shelter and its facilities for any other purposes without the written consent from DUSIB. If it is found at any stage that the Shelter Management Agency is using the shelters and its facilities for other purposes without the written consent of the DUSIB, DUSIB has every right to terminate the contract/ cancel the allotment of night shelter.
- (r) The Shelter Management Agency is solely responsible for implementing all labor laws as applicable in the GNCT of Delhi and DUSIB shall not have any Master-Servant / Employer — Employee relationship with the manpower deployed by the shelter management agency for providing shelter management services at the allotted night shelter. The shelter management agency shall be responsible for any acts/accidents done by the employees/volunteers of the shelter management agency. The DUSIB will not be responsible for any acts/accident done by the employee/volunteers of the shelter management agency. Shelter management agency is solely responsible for any such incidents during the contract period. If any

loss/repair is caused due to the acts/accidents of the employees/volunteers, shelter management agency is solely responsible for such loss/repairs.

- (s) Shelter Management Agency shall pay salary or remuneration to its employees not below the minimum wages fixed by GNCTD from time to time. Shelter management agency shall give a certificate in this respect as per the format prescribed by DUSIB every month. However, Shelter Management Agency is free to use the services of volunteers for providing the shelter management services with the written consent of the volunteers and with written intimation to the Chief Executive Officer, DUSIB. The shelter management agency shall also pay all other statutory payment to its employees as applicable in GNCTD.

10.3. Additional Obligations of Both the Parties

- (a) No Party to this Agreement will at any time perform, or omit to perform, any act which they are aware, at the time of performance, will place the other Party in default under any insurance policy, mortgage or lease, governing activities at any night Shelter provided by the DUSIB.
- (b) Co-operation: Except as otherwise provided elsewhere in this Agreement each Party ("**Providing Party**") to this Agreement undertakes promptly to provide the other Party ("**Receiving Party**") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:
 - i. Does not require material expenditure by the Providing Party to provide;
 - ii. Is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement;
 - iii. Is not Confidential Information; and
 - iv. Is capable of being provided by the Providing Party.
- (c) Each Party agrees to co-operate with the authorized representatives of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.
- (d) Each Party shall provide each other with all co-operation and information reasonably required to meet their respective obligations under this Agreement.

10.4. Employment

- a) The Shelter Management Agency shall be completely responsible for employing or sourcing sufficient manpower and adequately training them to ensure the due provision of the Service in accordance with the Operations Plan and the provisions of this Agreement.

- b) The Shelter Management Agency shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- c) The Shelter Management Agency shall be solely responsible for all the payments due to its employees or retainers or other persons that it sources in order to deliver the Services. It is hereby clarified that at no point shall the Shelter Management Agency represent to its employees that they are working for DUSIB and DUSIB would at no point of time be liable in any manner with respect to the employees, retainer or other persons engaged by the Shelter Management Agency in the implementation/provision of the Services.
- d) DUSIB shall, in any manner, not be liable, at any point including but not limited to, upon Termination or Emergency Takeover, to either employ or make any payments to any person employed or retained or contracted or otherwise engaged by the Shelter Management Agency in relation to the provision of the Services.
- e) At least a minimum of three Care givers for providing the shelter management services to the homeless people at each night shelter shall be deployed by the selected organization. Women caregivers shall be deployed in the special shelters earmarked for women and children.
- f) Sufficient sweepers shall be deployed by the selected organization to keep the project facilities including toilets and bathrooms neat and clean.
- g) The shelter management agency shall deploy dedicated security guards in women night shelters for ensuring the safety and security of the women and children in such night shelters.

10.5. Maintenance of Complaints Register

- (a) The Shelter Management Agency shall maintain a register (the "**Complaint Register**") at all the Night Shelters where it shall provide access at all times for recording of complaints along with date and contact number by the person (the "**Complainant**").
- (b) The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by Shelter Management Agency. Information relating to the availability of and access to the Complaint Register shall be prominently displayed at the Night Shelters.
- (c) The Shelter Management Agency shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be noted in the Complaint Register.

10.6. Branding of Service

The Services or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Shelter Management Agency or its shareholders. The Shelter Management Agency undertakes that it shall not, in any manner, use the name or identity of the Shelter Management Agency to advertise or display its own identity, brand equity or business interests, including those of its shareholders.

It is further agreed that the Services shall be known, promoted and advertised in the name of "**Delhi Urban Shelter Improvement Board.**"

10.7. Erection of Sign Board

The DUSIB in association with the Shelter Management Agency shall erect a signboard, of a size not less than 7 feet by 5 feet, adjacent to the main entrance to each of the Night Shelter in a manner such that it is ordinarily visible to any person using such entrance. The signboard shall prominently display the logo of DUSIB and following text in black upper case letters on a white/yellow background:

"This property belongs to the DUSIB and has been handed over to _____(name of the Shelter Management Agency) for operation, maintenance, and management from _____ to _____.

The Shelter Management Agency shall ensure that the signboard is maintained in good condition throughout the Term of the Agreement.

10.8. Up-gradation of Project Facilities

DUSIB reserves the right to upgrade the Project Facilities at any time during the Term of the Agreement and the Shelter Management Agency shall support, cooperate and facilitate DUSIB in undertaking such up gradation works. DUSIB and Shelter Management Agency shall hold discussion in good faith to review the change in the Service Level Standards, if any for any Night Shelter where up gradation works are being undertaken for the period of such up gradation.

11. Monitoring Committee

(a) DUSIB will appoint a Monitoring Committee to monitor the implementation of this agreement on behalf of DUSIB and carryout the duties as assigned by the Chief Executive officer, DUSIB from time to time.

(b) The role of the Monitoring Committee has been detailed in Schedule V.

12. Management

12.1. Variation in the Project

12.1.1. DUSIB or the Shelter Management Agency may require the provision of additional works or services, which are not included in the scope of this Agreement or the reduction in the works or services from the scope of this Agreement (the "Variation") as provided in this Agreement. Any such Variation shall be made in accordance with the provisions of this Article, and the resultant costs, if any, shall be incurred by the Shelter

Management Agency and reimbursed to it by DUSIB subject to and in accordance with this Article.

- 12.1.2. If the Shelter Management Agency or DUSIB determines at any time that a Variation is necessary, or for any other reason related to the performance of services or the Project, the relevant Party shall by notice in writing require the other Party to consider such Variation.
- 12.1.3. If DUSIB requires or agrees to the proposed Variation, then DUSIB shall issue a notice specifying in reasonable detail the works and services impacted by such Variation (the "Variation Notice").
- 12.1.4. Upon receipt of the Variation Notice, the Shelter Management Agency shall, with due diligence, provide to DUSIB such information as is necessary, together with documentation in support of:
 - (a) the cost to the Shelter Management Agency of complying with such Variation Notice (including, without limitation, material and labour cost applicable to the works assigned by DUSIB to its contractors, including the premium on such rates) Provided, however in the event the Variation involves work/item, the rates applicable shall be the relevant market rates as certified by the Monitoring Committee of DUSIB;
 - (b) the options suggested for implementing the proposed Variation and the effect, if any, each such option would have on the costs and time for the implementation thereof, including a detailed breakdown by work classifications.
 - (c) Any other impact of such Variation together with proposed terms and conditions in light of the Variation.
- 12.1.5. The DUSIB may either accept or reject the Variation. In the event that it accepts such Variation with modifications, if any, it shall convey to the Shelter Management Agency the scope of Variation and proposed method of compensation for consideration by the Shelter Management Agency.
- 12.1.6. Upon reaching an agreement on the terms of additional compensation for completing the Variation, DUSIB shall issue an order (the "Variation Order") requiring the Shelter Management Agency to undertake the Variation.
- 12.1.7. A Variation Order shall be effective and binding upon mutual agreement between the Parties. Notwithstanding a dispute regarding cost and time for implementation of such Variation Order, DUSIB may instruct the Shelter Management Agency to proceed with the implementation of the Variation Order. Pending resolution of any dispute, DUSIB shall pay to the Shelter Management Agency pursuant to such Variation Order, an amount equal to the costs that are certified by the Monitoring Committee of DUSIB as being acceptable to DUSIB, with final adjustment to be made in accordance with the resolution of the dispute under the dispute resolution procedure set out in this Agreement.

- 12.1.8. The DUSIB may hold consultations with the Shelter Management Agency, at any time prior to making its decision, to discuss any such proposal with the Shelter Management Agency.

12.2. Security and safety

- (a) The Shelter Management Agency will comply with the directions issued from time to time by the DUSIB and the standards related to the security and safety so far as it applies to Project.
- (b) The Parties shall use reasonable endeavors to report forthwith in writing to each other, all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's data, facilities or Confidential Information.
- (c) The Shelter Management Agency shall upon request by the DUSIB or its nominee(s) participate in regular meetings.
- (d) The Parties shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and security at Night Shelter.
- (e) Any private, proprietary or classified information of the disclosing party which has to be made available by the receiving party to a third party, shall be submitted to such a third party with the same restrictions as included in this Clause.
- (f) Shelter Management Agency undertakes to meet the laid down security requirements/ stipulations. All the matters related to the Agreement will be treated as classified and confidential and shall not be communicated to anybody (except for the purpose of this Agreement) or published/ advertised without the prior written consent of the DUSIB.

13. Financial Terms

13.1. Terms of payment and service credits and debits

- (a) In consideration of the Services and subject to the provisions of this Agreement, the DUSIB shall pay the Shelter Management Agency, from the scheduled Service provision date, a sum of Rs. _____ per month per night shelter on **Bi-monthly basis**, being the Payment for Shelter Management.
- (b) In case of any change in the number of Night Shelters during the Term of the Agreement, the Payment for Shelter Management shall be proportionately adjusted.
- (c) The Shelter Management Agency shall prepare a Bi-monthly invoice and submit the same to DUSIB by the 7th day of the succeeding month. The invoice shall be supported by the summary statement giving the following:
- (i) Date wise number of new Night Shelter made operational in the current invoice period;

- (ii) Number of Night Shelter which have been operational since the previous invoice period;
 - (iii) Number of caregivers, sweepers and other personnel employed by the shelter management agency during the month for providing shelter management services in each night shelter and payment/remuneration paid to them shelter wise as per the format prescribed by DUSIB. The shelter management agency shall pay the remuneration only through the bank account of its personnel employed and through RTGS/NEFT and DUSIB shall not under any circumstances take into account the payment made in cash or otherwise.
 - (iv) Details of payment made to meet various legal requirements and/or labour laws such as Employee Provident Fund etc for each personnel employed by the shelter management agency for providing shelter management services in each night shelter as per the format prescribed by DUSIB.
 - (v) Date wise number of Users to whom shelter has been provided;
 - (vi) Total Fees collected from the Users for the quarter in accordance with the provisions of Schedule IV;
 - (vii) Amount of penalty to be deducted, if any; and
 - (viii) Invoice amount for two months calculated as the total Payment for Shelter Management for two month due to the Shelter Management Agency less any penalties/damages.
- (d) Upon receipt of the invoice by DUSIB, the Night shelter branch shall place the same after due verification before the Monitoring Committee for its recommendation.
- (e) Upon receipt of the invoice together with recommendation for payment made by the Monitoring Committee, Night Shelter Branch, DUSIB shall take all necessary steps to ensure payment of invoice.
- (f) All payments are subject to the application of liquidated damages defined and provided for in this Agreement. It is clarified here that the DUSIB will pay for the services as stated in accordance with this Agreement and the DUSIB can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule as a result of the failure of the Shelter Management Agency to meet the functional requirements and Service Level Standards under this Agreement as set out in Schedule III and IV, such sum being determined in accordance with the terms set out in this Agreement.
- (g) Except as otherwise provided for herein or as agreed between the Parties in writing, DUSIB shall not be required to make any payments in respect of the services other than those covered by the terms of payment as stated in this Agreement.

- (h) Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in this Agreement shall be applied to the next payment invoice. The Shelter Management Agency shall waive any charge for a service that is not invoiced within six months after the end of the month in which the terms of payment as stated in this Agreement relating to such service are authorized or incurred, whichever is later.
- (i) DUSIB shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Shelter Management Agency under this Clause where the DUSIB disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the Dispute Resolution. Any exercise by the DUSIB under this Clause shall not entitle the Shelter Management Agency to delay or withhold provision of the Services.
- (j) Except as otherwise provided for herein or as agreed between the Parties in writing, the Shelter Management Agency shall not charge any Users, except for the Fees, for any services provided to them under this Agreement.

13.2. Damages for shortfall/ non-compliance in Service Level Standards

- (a) In the event the DUSIB, whether from the review of reports submitted by the Shelter Management Agency/ Monitoring Committee in accordance with the provisions of this Agreement or otherwise, observes that the provision of Services do not comply or fall short of performance as per the provisions of this Agreement, the DUSIB may levy the amount of Damages payable by the Shelter Management Agency in accordance with Schedule III of this Agreement and demand the Shelter Management Agency by a notice in writing to pay the same within 15 (fifteen) days and on failure of the Shelter Management Agency to pay the same, the DUSIB shall recover the amount from the Shelter Management Agency by way of deductions from the future invoices. Provided that upon receipt of the demand the Shelter Management Agency may make a written representation to the DUSIB which shall be considered by the DUSIB on merits and the DUSIB may waive the payment of Damages in part or full, if it is satisfied that the Shelter Management Agency has been carrying out its obligations diligently and efficiently and the shortfall to be waived was on account of reasons beyond the control of the Shelter Management Agency. The Shelter Management Agency shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution procedure shall apply.
 - i The Damages set forth in preceding sub clause may be assessed and specified forthwith by the Monitoring Committee.
 - ii. In the event, the Shelter Management Agency is in default of any other obligation under this Agreement, DUSIB may estimate the damages and impose corresponding lump sum penalty/damage on the Shelter Management Agency for the duration of such non-performance.

13.3. Tax

- (a) The DUSIB shall be entitled to deduct taxes from the amounts due and payable to the Shelter Management Agency as per the Applicable Laws.
- (b) In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term the consequential effect shall be made to the account of the Shelter Management Agency.
- (c) The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

14. Emergency Takeover and Termination

14.1. Emergency Takeover

In the event that the Shelter Management Agency is unable to provide Services for any reason whatsoever, including for reason of Force Majeure, DUSIB may, at its sole discretion, take over the provision of the Services and the Project Facilities and may in such circumstances requisition the use of the Equipment used by the Shelter Management Agency and the Shelter Management Agency shall allow the use of such Equipment by DUSIB ("**Emergency Takeover**").

An Emergency Takeover pursuant to this provision shall not extend beyond a period of sixty (60) days. In the event DUSIB determines to extend the Emergency Takeover beyond the said period of sixty (60) days, it shall terminate this Agreement and pay the Shelter Management Agency the termination payments pursuant to the provisions of this Agreement. In case of termination of this agreement due to poor services provided by the shelter management Agency, the performance security/guarantee shall be forfeited.

14.2. Breach, Rectification and Termination

In the event that either Party is in material breach of its obligations under this Agreement, the aggrieved Party may terminate this Agreement upon notice to the other Party. Any notice served pursuant to this Clause shall give reasonable details of the material breach, which could include the following events:

- (a) If there is breach which translates into default in providing services by the Shelter Management Agency pursuant to the Agreement, continuously for more than one week, then the DUSIB, will serve a seven days notice to Shelter Management Agency for curing such breach. In case the breach continues after the notice period, the DUSIB will have the option to terminate this Agreement at the end of the notice period.
- (b) The right of the DUSIB to terminate this Agreement pursuant to this provision shall be without prejudice to any other rights and remedies available to the DUSIB.

14.3. Termination for Shelter Management Agency Default

Without prejudice to any other rights and remedies available to the DUSIB, the DUSIB may serve written notice to the Shelter Management Agency at any time to terminate this Agreement with immediate effect in the following events ("**Shelter Management Agency Event of Default**"):

- (a) The Shelter Management Agency does not commence Services for all the Night Shelters within seven days from Effective Date;
- (b) The Shelter Management Agency has failed to adhere to the functional requirements and service level standards and continues to be in default for fifteen days;
- (c) The Shelter Management Agency has failed to meet the Service Level Standards as specified in Schedule III;
- (d) The Shelter Management Agency or its representative have carried out and caused execution of any unlawful activity within the Service Area, for which the Shelter Management Agency is responsible;
- (e) In the event of change of Control of the Shelter Management Agency;
- (f) In the event the Shelter Management Agency has merged, amalgamated, acquired by any other agency or acquisition such that the net worth of the surviving entity is less than that of Shelter Management Agency prior to such merger or amalgamation;
- (g) In the event of a reasonable apprehension of bankruptcy of the Shelter Management Agency:
 - i. Shelter Management Agency shall in the event of an apprehension of bankruptcy immediately inform the DUSIB well in advance (at least 3 months) about such a development; and
 - ii. Conversely if the DUSIB apprehends a similar event regarding the Shelter Management Agency, DUSIB can exercise the right of termination in the manner stated hereinabove.

14.4. Termination for DUSIB Default

Without prejudice to any other rights and remedies available to the Shelter Management Agency, Shelter Management Agency may serve written notice to DUSIB at any time to terminate this Agreement with immediate effect in the following events ("**DUSIB Event of Default**"):

- (a) DUSIB has unreasonably withheld or delayed grant of any approval or permission which the Shelter Management Agency is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;
- (b) DUSIB is in breach of this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice in that behalf from the Shelter Management Agency;

- (c) DUSIB repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;
- (d) DUSIB has by an act of commission or omission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Shelter Management Agency and has failed to cure the same within 60 days of notice thereof by the Shelter Management Agency; and found to be false or misleading.

14.5. Effects of Termination

- (a) Notwithstanding anything else contained in this Agreement, in the event of termination of this Agreement by DUSIB pursuant to Clause 14.2(a), the Shelter Management Agency shall not be entitled to receive, from the date of termination of this Agreement, any Payment for Shelter Management or any compensation or any other payments from DUSIB.
- (b) Upon termination of this Agreement, the Parties will comply with the Exit Management Plan (Schedule VII).
- (c) Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover any/ money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

14.6 Fraud by Shelter Management Agency's personnel

DUSIB reserves its right to initiate civil as well as criminal action against the agents/ employees of the Shelter Management Agency for fraud or misappropriation, besides claiming damages and indemnification. The management of the Shelter Management Agency would also be made liable for action in case of fraud, under the applicable laws and DUSIB may terminate this Agreement, if DUSIB finds it necessary to do so.

15. Hand back of Project Facilities and Equipment

15.1. Ownership of Project Facilities

The ownership of the Project Facilities including all improvements made therein by the Shelter Management Agency shall at all times remain that of DUSIB.

15.2. Shelter Management Agency's Obligations

- (a) Upon the completion and expiry of the Term, or early Termination of this Agreement, the Shelter Management Agency shall hand back, peaceful possession of the Project Facilities free from any Encumbrance in good operable condition and in accordance with Handback Requirements as may be stipulated after the joint inspection provided in sub-clause (b) below.

- (b) DUSIB shall at least 2 (two) months before the expected expiry or during the time period specified in the Termination Notice in case of Termination of the Agreement shall require the shelter management agency to handover the project facilities by a specific date; the shelter management agency shall handover the project facilities in the manner in which the project facilities were taken over by the shelter management agency pursuant to this agreement and the additions/improvements made by DUSIB from time to time. The DUSIB has the right to demand liquidity damages in case of any loss or damage caused to the project facilities during the currency of this agreement from the shelter management agency.

15.3. DUSIB's Obligations

DUSIB shall, subject to DUSIB's right to deduct amounts from the Performance Security towards:

- (a) Carry out works/jobs which required to rectify the loss or damage caused to the project facilities during the currency of this agreement by shelter management Agency and
- (b) Purchase of items, which have not been handed back to DUSIB along with the Project Facilities in terms of Clause 15.2; and
- (c) Any outstanding dues, which may have accrued in respect of the Project during the Term.

recover the cost of such work/job from the shelter management agency.

16. Protection and Limitations

16.1. Warranties

- (a) The Shelter Management Agency warrants and represents to the DUSIB that:
 - i. It is a competent and efficient provider of Night Shelter management services;
 - ii. It is duly organized and validly existing under the laws of India, and has full capacity and authority and all necessary approvals to enter into and to perform its obligations under the Agreement and to carry out the transactions contemplated hereby;
 - iii. This Agreement is executed by a duly authorized representative of Shelter Management Agency;
 - iv. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the provisions of this Agreement;
 - v. This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

- vi. It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- vii. There are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement;
- viii. It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- ix. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum of association and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- x. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government authority which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement, and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- xi. It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- xii. No representation or warranty by it contained herein or in any other document furnished by it to the DUSIB or its nominee including the Proposal or to any Government Authority contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- xiii. No sums, in cash or kind, have been paid or will be paid by it or on its behalf, to any person by way of fees, commission or otherwise for securing the agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of the DUSIB in connection therewith.

(b) Representations and warranties of DUSIB

DUSIB represents and warrants to the Shelter Management Agency that:

- i It has full power and authority to execute, deliver and perform its obligations pursuant to the Agreement; and

- ii. It has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- (c) In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Agreement.
- (d) Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Shelter Management Agency is unable to meet the obligations pursuant to the implementation of the Project and/or provide Services and any related scope of work as stated in this Agreement and the Schedules attached herein, the DUSIB will, inter alia, have the option to deduct the penalty/damage amount from the payment of agency after serving a written notice of 15 (fifteen) days in advance on the Shelter Management Agency. Such right of the DUSIB shall be without prejudice to any other rights or remedies available under law or contract.

16.2. Third Party Claims

- (a) Subject to Clause 16.2 (b) below, Shelter Management Agency (the "Indemnifying Party") undertakes to indemnify the DUSIB (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement.
- (b) The indemnities set out in this Clause shall be subject to the following conditions:
 - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. The Indemnified Party may at its option (but shall not be obligated to), at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
 - iii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Clause, the Indemnified Party may at its option participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnifying Party will be included in Losses;

- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. All settlements of claims subject to indemnification under this Clause will:
 - (aa) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (ab) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; and
- vi. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.

16.3. Limitation of Liability

- (a) Notwithstanding any other provision of this Agreement, there shall be no limitation of liability on Shelter Management Agency in case of (i) any damages for bodily injury (including death) and damage to real property and tangible personal property and willful fraud and/or (ii) the intellectual property infringement claims.
- (b) In all other cases not covered by sub-Clause (a) above, the total financial liability of the Shelter Management Agency shall be limited to the value of the Agreement, arrived at as the total amounts payable to the Shelter Management Agency for the original term of this Agreement;

Provided however, the Parties hereby agree that any contingent liability incurred by the Shelter Management Agency shall be the sole liability of the Shelter Management Agency and DUSIB shall not in any manner responsible for liable for the same.

- (c) Nothing contained in this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.

16.4. Force Majeure

- (a) Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due directly to the extent and for the duration of any cause beyond the reasonable control of the Party ("Force Majeure") events such as, but not limited to, acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions, deteriorated law and order situation, etc. No failure, delay or other default of any person to either Party shall entitle such Party to claim Force Majeure under this Clause.

- (b) The Party seeking to rely on Force Majeure shall promptly, within 2 (two) days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.
- (c) In the event the Force Majeure substantially prevents, hinders or delays the Shelter Management Agency's performance of Services necessary for Project's implementation or the operation of Project's critical business functions for a period in excess of 5 (five) days, the DUSIB may declare that an emergency exists. However, when the situation arising out of Force Majeure comes to an end in the assessment of DUSIB, the following condition shall apply:
 - i Past Effective Date: If Force Majeure had occurred post commencement of operations, upon its coming to an end, the Shelter Management Agency shall resume normal services under this Agreement immediately. The DUSIB, if it considers it necessary, may grant an extension of time to the Shelter Management Agency for resuming normal services under this Agreement. However, DUSIB will deduct for each day of the extension period an amount proportionate to the number of Night Shelters affected and non operational in the Service Area from the Payment for Night Shelters to be made to the Shelter Management Agency as per this Agreement. If normal services are not resumed immediately or within the extended time, the DUSIB will have the option to deduct penalty/damage amount from payment due towards SMA and/or terminate the Agreement.
- (d) All payments pursuant to termination due to Force Majeure event shall be in accordance with this Agreement.
- (e) Notwithstanding the terms of this Clause, the failure on the part of the Shelter Management Agency under this Agreement or terms under the Service Level Standards to implement any disaster contingency planning and back-up and other data safeguards against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.
- (f) Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

16.5. Data protection and use

- (a) In the course of providing the services, the Shelter Management Agency may be compiling, processing and storing Data.
- (b) The Shelter Management Agency is responsible for complying with its respective obligations under the applicable laws.

- (c) The Shelter Management Agency shall not transfer any Data to any person or organization unless otherwise authorized in writing by the DUSIB in this regard.
- (d) Upon reasonable written request from a Party, the other Party will provide the requesting Party with such information that it has regarding the Project, its Data and its processing which is necessary to enable the requesting Party to comply with its obligations under the applicable data protection law or regulation.

16.6. Audit, Access and Reporting

- (a) The Parties shall comply with Audit, Access and Reporting Schedule provided in Schedule VI.
- (b) The Shelter Management Agency shall complete the audit of its accounts on or before 31st July of the Subsequent financial year and submit the audited statement of accounts and Income tax return filed by it to DUSIB before 31st, September of the succeeding financial year. The DUSIB shall have the right to levy liquidity damages @ 25 % of monthly payment for each week of delay on the shelter management agency for failure to complete the audit process and submit the audited statement of accounts and Income tax return filed by it within the stipulated time as above including termination of this agreement.
- (c) The Shelter Management Agency shall, on request, allow access to the DUSIB and its nominees to all information which is in the possession or control of the Shelter Management Agency, which relates to the provision of the services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.
- (d) DUSIB shall have a right to undertake an audit and inspection of the Shelter Management Agency and the manner in which it is discharging its obligations under this Agreement.

17. Dispute Resolution

17.1 . Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "**Dispute**") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
- (b) The Parties may refer such Dispute to the Chief Executive Officer, DUSIB for amicable settlement. Upon such reference, the Parties shall meet at the earliest mutual convenience and in any event within 30 (thirty) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 30 (thirty) days of such meeting or such time mutually agreed, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 17.2 below.

17.2. Arbitration

In case, a dispute is referred to arbitration, the Chief Executive Officer, DUSIB shall appoint a sole arbitrator under the Indian Arbitration and Conciliation Act, 1996 and as amended till 2015. The arbitration proceedings shall be held in Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. The expenses of the arbitrator as determined by the arbitrator shall be equally shared by DUSIB and shelter management agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by each party itself. All arbitration awards shall be in writing and shall state the reason for the award. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made, the parties shall continue to perform all of their obligations under the agreement without prejudice to a final adjustment in accordance with such award.

18. Miscellaneous**18.1. Confidentiality**

- (a) The Shelter Management Agency recognizes that during the term of this Agreement, sensitive data will be procured and made available to it and agents and others working for or under the Shelter Management Agency. Further Shelter Management Agency also recognizes that any improper and unauthorized disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm not only to the DUSIB but also to the concerned citizens. The Shelter Management Agency shall demonstrate utmost care, sensitivity and strict confidentiality in respect of all such information.
- (b) Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient"):
 - i) to take such steps necessary to protect the Discloser's Confidential Information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 - ii) to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing;
 - iii) not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Clause, or as needed for the purposes of this Agreement, provided that any proprietary legends and notices (whether of the Discloser or of a third party) are not removed or obscured:

- iv) not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this Agreement; v. limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this Agreement; and
- v) upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Discloser of such disclosure in writing and immediately return to the Discloser all such Information and materials, in whatsoever form, including any and all copies thereof.

(c) The restrictions of this Clause shall not apply to Confidential Information that:

- i) is or becomes generally available to the public through no breach of this Clause by the Recipient;
- ii) was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder;
- iii) is obtained by the Recipient independently of any of Discloser's Confidential Information.
- iv) is rightfully obtained by the Recipient from third parties authorized at that time to make such disclosure without restriction:
- v) is identified in writing by the Discloser as no longer proprietary or confidential;
or
- vi) is required to be disclosed by law, regulation or court order or under the Right to Information Act, or to be furnished to the Parliament and/or its Committees, provided that the Recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

(d) To the extent that such disclosure is required for the purposes of this Agreement. Recipient may disclose Confidential Information to:

- i) its employees, agents and to any of its affiliates and their respective employees but all of them should in turn be bound to maintain the confidentiality referred to herein on their part ; and
- ii) its professional advisors and auditors, who require access for the purposes of this Agreement, whom the Recipient has informed of its obligations under this Clause and in respect of whom the Recipient has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Clause. The Recipient may also disclose Confidential Information to any entity with the Discloser's prior written consent.

- (e) The provisions of this Clause shall survive the expiration or any earlier termination of this Agreement.
- (f) Confidential Information shall be and remain the property of the Discloser and nothing in this Clause or Agreement shall be construed to grant either Party any right or license with respect to the other Party's Confidential Information otherwise than as is expressly set out in this Agreement.
- (g) Subject as otherwise expressly provided in this Agreement all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of:
 - (i) the written request of the Discloser, or,
 - (ii) termination or expiry of this Agreement. Notwithstanding the forgoing, all Parties may retain, subject to the terms of this Clause, a reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of the Agreement.

All the Parties agree that monetary damages would not be a sufficient remedy for any breach of this Clause by the other Party and that the DUSIB and Shelter Management Agency, as appropriate, shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Clause, but shall be in addition to all other remedies available at law or equity to the damaged Party including the right to terminate this Agreement.

- (h) In connection with the Services, Shelter Management Agency may from time to time undertake one or more quality assessment reviews for the purpose of improving Project. In order for such reviews to be frank and candid, for the greatest benefit to DUSIB and Shelter Management Agency, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be Confidential Information of Shelter Management Agency which is licensed to DUSIB for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against Shelter Management Agency related to the Agreement or the Services.

18.2. Personnel

- (a) Personnel assigned by the Shelter Management Agency to implement the Project and perform the Services shall be employees of the Shelter Management Agency, and under no circumstances will such personnel be considered employees of DUSIB. The Shelter Management Agency shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation,

employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws and the DUSIB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of employee, and agents of Shelter Management Agency under any circumstances.

- (b) The Shelter Management Agency shall use its best efforts to ensure that sufficient Shelter Management Agency's personnel are employed to perform the Services, and also that such personnel have appropriate qualifications to perform the Services. The minimum qualification and experience of the Shelter Management Agency's personnel is provided in Schedule VIII. The DUSIB shall have the right to require the removal or replacement of any Shelter Management Agency personnel performing work under the Agreement. In the event that the DUSIB requests that any Shelter Management Agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule, but not later than 3 (three) working days.
- (c) In the event the DUSIB identifies any personnel of Shelter Management Agency as "Key Personnel", then the Shelter Management Agency shall not remove such personnel without the prior written consent of the DUSIB under the applicable terms of this Agreement and/or the Service Level Standards.
- (d) Except as stated in this Clause, nothing in this Agreement or the Service Level Standards will limit the ability of Shelter Management Agency or any Shelter Management Agency freely to assign or reassign its employees; provided that Shelter Management Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The DUSIB shall have the right to review and approve Shelter Management Agency's plan for any such knowledge transfer. Shelter Management Agency shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- (e) Each Party shall be responsible for the performance of all its obligations under this Agreement or the Service Level Standards and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- (f) The Shelter Management Agency shall remain solely responsible to meet the requirements set out in this Agreement.

(g) Liability for the Actions of the Personnel

- i. The Shelter Management Agency agrees to be responsible for managing the activities of its personnel or the personnel of its contractors and shall be accountable for both;
- ii. The Shelter Management Agency shall be fully responsible for the acts or omissions of all its employees, agents, workmen, suppliers, consultants and any other persons for whom it is contractually responsible for, as if such acts of omissions were its own;
- iii. The Shelter Management Agency shall be the principal employer of the employees, agents etc. engaged by it and shall be liable for all the acts, deeds or

things, whether the same is within the scope of instructions or outside the scope of instructions set out in the Agreement; and

- iv. The Shelter Management Agency agrees to hold the DUSIB, its successors, assignees employees, representatives and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the DUSIB through the action of the Shelter Management Agency's employees, agents, etc.

18.3. Intellectual Property

- (a) Except to the extent otherwise expressly provided in this Agreement, the DUSIB shall retain exclusive intellectual property rights to the forms, content, data and the compilations of the DUSIB to which the DUSIB has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Shelter Management Agency any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights of DUSIB.
- (b) Without limiting the generality of the above article, and except to the extent otherwise expressly agreed by the Parties to this Agreement in writing, nothing contained in this Agreement shall or will be construed or deemed to grant to the Shelter Management Agency any right, title, license or other interest in, to or under (whether by estoppels, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of DUSIB or its respective affiliates/nominees.
- (c) The DUSIB shall have no liability or obligation to Shelter Management Agency or any other Party to the extent the Infringement Claim (as defined below) is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for the benefit of any Party (including any use by Shelter Management Agency or its nominees outside the scope of the Project) other than for the DUSIB.
- (d) Notwithstanding any provisions of this Agreement to the contrary, the foregoing remedies constitute the Parties' sole and exclusive remedies and each Party's entire liability, with respect to Infringement Claims.
- (e) Nothing contained in this Agreement or the Service Level Standards shall or will be construed or deemed to grant to the Shelter Management Agency or its respective affiliates/nominees any right, title, license or other interest in, to or under (whether by estoppels, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of the Project or any confusingly similar designations of the Project.
- (f) The Shelter Management Agency shall not use the Data for any other purpose other than for the purpose of providing the services specified under this Agreement.
- (g) Subject to any sole or exclusive rights granted by the DUSIB to a third party prior to the Effective Date, the DUSIB grants to the Shelter Management

Agency or its nominated agencies, solely in their performance of Services for Project non-exclusive, paid-up, royalty-free right and license during the Term of this Agreement (but not the right to sub-license) to use the Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the Data to the extent reasonably necessary or useful for the provision of services hereunder.

- (h) The Shelter Management Agency shall indemnify, defend and hold harmless DUSIB and their respective officers, employees, successors and assigns, from and against any and all losses, claims or liabilities arising from claims by third parties that any Deliverable (or the access, use or other rights thereto) created by Shelter Management Agency pursuant to the Agreement, or Equipments, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by Shelter Management Agency pursuant to this Agreement (aa) infringes a copyright enforceable in India, (ab) infringes any intellectual property rights including without limitation industrial right and/or patent issued in India, or (ac) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) DUSIB ; (B) third parties (i.e., other than Shelter Management Agency) at the direction of DUSIB.
- (i) If, as a result of Infringement Claims, DUSIB or its nominees or its employees or intended users are enjoined from using such Equipments or Deliverables or any part thereof or is likely to be enjoined, Shelter Management Agency, at its expense, shall (aa) modify such Project Asset and/or Deliverables (provided its functionality is not impaired) so that it is no longer infringing and obtains a certificate to the said effect from the party claiming infringement, (ab) replace such Project Asset and/or Deliverables with a functional equivalent of the same, or (ac) obtain the right for the DUSIB to continue using the such Equipments and/or Deliverables. Such remedies shall not be deemed to be the exclusive remedies for this Clause, but shall be in addition to all other remedies available at law or contract to the DUSIB.
- (j) If Shelter Management Agency uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavors to pass to the DUSIB such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot be passed through to or enforced by the DUSIB, the Shelter Management Agency will enforce such warranties on DUSIB's behalf and account to DUSIB for so doing. For a third party product supplied under this Agreement, the Shelter Management Agency shall pass on to the DUSIB all the indemnities offered by such third party.
- (k) All rights, title and interest in and to, and ownership in, Proprietary Information relating to the Project shall remain solely with the DUSIB. Shelter Management Agency shall be entitled to use such Proprietary Information relating to the Project only during the Term and only for the purposes of providing the services or to the extent necessary for Shelter Management

Agency's normal operational and management purposes related to the services. The DUSIB shall retain ownership of all intellectual property rights to Proprietary Information relating to the Project.

- (I) All rights, title and interest in Proprietary Information of the Shelter Management Agency, shall remain solely with Shelter Management Agency. The Shelter Management Agency will upon the award of the Project in its favor, declare the status of all the Proprietary Information of the Shelter Management Agency along with documentary support sufficient to establish its sole legal rights in the aforesaid Proprietary Information to the DUSIB. This Proprietary Information shall refer to that which has been owned by the Shelter Management Agency prior to commencement of the Agreement. Additionally, any software that may be acquired from third parties during the term of this Agreement and that which may be developed by the Shelter Management Agency during the course of the agreement specifically for the Project shall not be considered as Shelter Management Agency Proprietary Information.
- (m) With respect to ownership of the Deliverables and intellectual property rights in them, the Parties agree that the following shall apply:
- i. All the rights, title, interest and ownership of the Deliverables and their intellectual property rights provided to DUSIB by Shelter Management Agency during the course of its performance under this Agreement shall vest in DUSIB immediately on creation. To the extent that the Proprietary Information of the Shelter Management Agency is incorporated within the Deliverables, Shelter Management Agency and its employees engaged hereby grant to DUSIB a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to DUSIB at facilities and Night Shelters provided by DUSIB, and prepare from them, use and copy derivative works for the benefit of and internal use of Project. The DUSIB's rights pursuant to this sub-clause include the right to disclose such Proprietary Information of the Shelter Management Agency to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by the DUSIB.
 - ii. If Shelter Management Agency proceeds to apply for, or assign to any third party, any patent rights relating to its Proprietary Information referred to in the above clause, the Shelter Management Agency will ensure that the DUSIB's rights as provided herein are preserved.
- (n) The DUSIB hereby grants to Shelter Management Agency a non-exclusive right and license to access and use the Proprietary Information relating to the Project solely for the purpose of providing services pursuant to this Agreement. Such right and license shall terminate upon the expiration or termination of this Agreement.
- (o) Upon the expiry or termination of this Agreement, Shelter Management Agency shall undertake the actions set forth below in this Clause.

- i. The Shelter Management Agency undertakes to negotiate in good faith with the DUSIB and any relevant third party whom DUSIB may appoint to replace the Shelter Management Agency upon expiry of the Term or termination of this Agreement to undertake the services being performed by Shelter Management Agency under this Agreement ("Replacement Shelter Management Agency"), in respect of commercial terms applying to grant of rights in respect of intellectual property rights relating to the Shelter Management Agency Proprietary Information and which the DUSIB and any relevant Replacement Shelter Management Agency require to enable them to provide or receive services substantially equivalent to the services being provided by the Shelter Management Agency hereunder.
- ii. In respect of Shelter Management Agency's usage of third party intellectual property rights, the Shelter Management Agency undertakes to assist the DUSIB to secure such consents or licenses from such third parties as are necessary to enable the DUSIB to receive services substantially equivalent to the services hereunder.

18.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

18.5. Encumbrance

The Shelter Management Agency shall not have following rights to:

(a) assign, transfer or sublet or create any lien or Encumbrance on this Agreement, on the whole or any part of the Project Facilities except as expressly permitted by this Agreement; and

(b) sell, license, lease or any other form of transfer of any Project Facility.

18.6. Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by all Parties.

18.7. Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any agency, partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any of the Parties as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

18.8. Assignment

- (a) The DUSIB may assign this Agreement in whole or as part of a reorganization, restructuring, consolidation, merger, or as per the decisions of the Government of India.
- (b) The Shelter Management Agency shall not assign this Agreement or its rights or its duties under this Agreement either in whole or in part without the prior written consent of the DUSIB, and any attempted assignment or delegation without such consent will be void. It is understood that transfer of (25%) or more voting share capital of the Shelter Management Agency by one transaction or a series of transaction in favour of any person or a group persons shall inter-alia be considered and deemed to an assignment/transfer of this Agreement and shall require prior written consent of the DUSIB.

18.9. Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the Agreement, or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

18.10 Notices

- (a) Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission.
- (b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

DUSIB:

Address:

Tel:

Fax:

Shelter Management Agency:

Address:

Tel:

Fax:

- (c) Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm on a working day at the address of the other Party set

forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by post).

- (d) Either Party to this Agreement may change its address, telephone number, and facsimile number for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.
- (e) All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

18.11 Variations and further Assurance

- (a) No amendment, variation or other change to this Agreement or the Service Level Standards shall be valid unless authorized in accordance with the Clause 12.1 and made in writing and signed by the duly authorized representatives of the Parties.
- (b) Each Party agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

18.12 Severability and Waiver

- (a) If any provision of this Agreement. or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision
- (b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision. Without limiting the foregoing, no waiver by a Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

18.13 Compliance with Laws and Regulations

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Laws, rules and regulations.

For the avoidance of doubt, the obligations of the Parties are subject to their respective compliance with all Applicable Laws and regulations.

18.14 Ethics

The Shelter Management Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of DUSIB, or its nominated agencies in connection with the Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of DUSIB's standard policies and may result in cancellation of this Agreement.

18.15 Entire Agreement

This Agreement, all schedules appended thereto and the contents and specifications of all the Volumes of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and supersede all prior or contemporaneous negotiations, written or oral understandings and agreements, between the Parties regarding such subject matter.

18.16 Survivability

The termination or expiry of this Agreement shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination or expiry; (b) the provisions of this Agreement that by their nature are intended to survive its termination or expiry.

18.17 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

18.18 Disclaimer

(a) The Shelter Management Agency acknowledges that prior to the execution of this Agreement, the Shelter Management Agency has, after a complete and careful examination, made an independent evaluation of the scope of the Project, specifications and standards, Service Area, local conditions, and all information provided by the DUSIB or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The DUSIB makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Shelter Management Agency confirms that it shall have no claim whatsoever against the DUSIB in this regard.

(b) The Shelter Management Agency acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in

Clause 18.18(a) above and hereby acknowledges and agrees that the DUSIB shall not be liable for the same in any manner whatsoever to the Shelter Management Agency or any person claiming through or under it.

(c) The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 18.18(a) above shall not vitiate this Agreement, or render it voidable.

(d) Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Shelter Management Agency and the DUSIB shall not be liable in any manner for such risks or the consequences thereof.

18.19 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

SIGNED, SEALED AND
DELIVERED

For and on behalf of
DUSIB
acting through

by:
(Signature)
(Name)
(Designation)

SIGNED, SEALED AND
DELIVERED

For and on behalf of

acting through

(Signature)
(Name)
(Designation)

In the presence of:

1.

2.

Schedule I

Service area

Schedule II

Functional Requirements

1. Overview

- 1.1 The Shelter Management Agency shall maintain a comfortable, safe, and peaceful environment at the Night Shelters and treat all the Users with respect and dignity.
- 1.2. The Shelters shall be open 24/7 for any individual to use the Night Shelter.
- 1.3. The Shelter Management Agency shall be responsible for physical custody and upkeep of all the Project Facilities and Equipments.
- 1.4. The Shelter Management Agency shall undertake joint survey with DUSIB. if required, for reclassification of the Night Shelter for segregation of Night Shelters for family, women, children, drug addict, etc.
- 1.5. The Shelter Management Agency shall assist DUSIB in undertaking the awareness programme.
- 1.6. A Safety Plan should be developed for each Night Shelter and the staff of the Night Shelter should be trained to execute the same in case of emergency.
- 1.7. The Shelter Management Agency shall have Caregivers for each Night Shelter on 24X7 basis (At least three caretaker for each night shelter). The Night Shelters earmarked for women and Children shall have women Caregivers.
- 1.8. The Shelter Management Agency shall have dedicated staff as sweeper to keep the project facilities neat and clean at all the time.
- 1.9 The Shelter management agency shall deploy dedicated security guards at the women night shelters.
- 1.10. **Shelter Management Agency is responsible for**
 - (i) Ensuring Regular availability of detergents, disinfectant like phenol, brooms, brushes & other material required for maintaining hygienic condition.
 - (ii) Proper functioning of lighting arrangement/ electricity fixture provided in the unit.

2. Registration of Users

- 2.1. Every person shall be permitted to access the Night Shelter.
- 2.2. All the Users should be registered upon arrival at the Night Shelter. The format of registration shall be finalized by DUSIB. The information about the Users should be shared with DUSIB within 12 (twelve) hours or as and when required by DUSIB.
- 2.3. All the Users should be provided basic information on the facilities to be provided at the Night Shelter and the duration of the stay.

- 2.4. The rules and regulations to be adhered to by the Users during their stay in the Night Shelter shall also be intimated to the Users at the time of registration.
- 2.5. Users should pay a Fee for using the Night Shelter as prescribed by DUSIB in Schedule IV.
- 2.6. If requested by the User, a locker may be assigned to the User, if available, by the Shelter Management Agency. The charges for providing the locker would be decided by DUSIB. The amount so collected shall be deposited in the bank account of DUSIB on every Monday and shelter management agency shall also submit a monthly report on the format and manner prescribed by DUSIB every month not later than 5th day of the succeeding month.

3. Access to Facilities

- 3.1. The Shelter Management Agency shall provide the following services to all the Users:
 - (a) Retiring area
 - (b) Bed sheets/ pillows / blankets etc .
 - (c) Bathing/ showers area and toilet facilities.
 - (d) First aid box, and
 - (e) Dustbins.
 - (f) Potable Drinking water.

4. Identity Cards for Representatives of Shelter Management Agency

- 4.1. The Shelter Management Agency's representatives including the caregivers, security guards and sweepers should carry their identity card and shall wear the prescribed uniform while performing his/her duties.

5. Rules to be followed by each User

- 5.1. Consumption of alcohol, drugs or smoking shall not be allowed within the Night Shelter. However, the Shelter Management Agency may admit Users who have consumed alcohol or drugs.
- 5.2. Shelter Management Agency may ask any incoming User to have bath/ shower to control odor in the Night Shelter.
- 5.3. No illegal activity or storage of illegal substances shall be allowed in the Night Shelter
- 5.4. No firearms or knives shall be allowed in the Night Shelter.
- 5.5. No violence or threats of violence shall be allowed in the Night Shelter.
- 5.6. No sexually suggestive comments or actions shall be allowed in the Night Shelter.

- 5.7. No littering, inside or outside the Night Shelter shall be allowed.
- 5.8. The Users shall not leave the Night Shelter during the period 11.00 p.m to 4.00 a.m next day morning. Even in case of the dispute, the Users shall not be asked to leave during this period. In exceptional cases, it may be done under intimation to DUSIB.
- 5.9. In case of any dispute/ violence or any illegal activity, the Shelter Management Agency shall immediately call the police and inform DUSIB of the same.

6. Dispute Resolution amongst the Users

- 6.1. The Shelter Management Agency shall try to resolve the dispute involving two or more Users. Physical restraint shall be used only when all other methods of resolving the dispute fails.
- 6.2. In case the Shelter Management Agency fails to resolve the issue, it shall immediately call the police and inform DUSIB of the same. The Shelter Management Agency shall liaison with the beat constable of the local police for the purpose.

7. Health Facilities

- 7.1. In case any User needs medical assistance, the SMA shall immediately call CATS ambulance and admit the User to nearby government hospital as per the procedure prescribed by DUSIB.

8. Information on Homeless on Road within Service Area

- 8.1. The Shelter Management Agency shall identify homeless people on the road and persuade them to come to Night Shelter in vicinity of its night shelters.
- 8.2. In case the Shelter Management Agency fails to convince the Homeless person on the road to come to Night Shelter, it shall provide a bubble sheet to the Homeless to protect the Homeless from the vagaries of the weather and shall immediately inform DUSIB of the same as per the procedure prescribed by DUSIB. The cost of Bubble sheet shall be borne by the shelter management agency.

Schedule III

Service Level Standards

1. General

- 1.1. The Shelter Management Agency shall be responsible for the complete operation and management of night shelters covering the scope of work that includes consumables, skilled human resources, facilitate and deliver the desired services to the users including the incidental activities related thereto.
- 1.2. The Shelter Management Agency shall give due weightage to the objective of the DUSIB to provide a comfortable, safe, and peaceful environment to the homeless persons and identification of the homeless persons within the Service Area. The conduct of Shelter Management Agency's representatives shall assist DUSIB in meeting objectives of the Project.
- 1.3. The performance standards shall be measured by the Monitoring Committee through appropriate measurement tools to be designed by it for the purpose.
- 1.4. If the performance of the Shelter Management Agency is degraded significantly at any given point in time during the Term of the Agreement then DUSIB shall have the right to take appropriate corrective actions including termination of this Agreement.
- 1.5. The performance standards defined in this Schedule shall be reviewed every year by DUSIB in consultation the Shelter Management Agency to take any corrective measures and the subsequent changes shall be adhered by the Shelter Management Agency.

2. Performance Review

SL. NO.	Performance Parameter	Performance Indicator	Penalty for Non-Performance
1.	Cleanliness	Project Facilities shall be kept neat and clean at all the times	<ol style="list-style-type: none"> 1. A penalty of Rs. 1,000/- would be payable for the first event of non-conformity with specified performance indicators in the Project Facilities in any Month. 2. A penalty of Rs. 3,000/- would be payable for the second event of non-conformity with specified performance indicators in the Project Facilities in any Month. 3. A penalty of Rs. 5,000/- would be payable for the third event of non-conformity with specified performance indicators in the Project Facilities in any Month. 4. More than 3 events of non-conformity with specified performance indicators in the Project Facilities in any Month would be deemed as Shelter Management Agency Event of Default.
2.	Maintenance of equipments, fittings and fixtures	All fittings and fixtures to be in functional condition at all the times	<ol style="list-style-type: none"> 1. A penalty of Rs. 1,000/- would be payable for the first event of non-conformity with specified performance indicators in the Project Facilities in any Month. 2. A penalty of Rs. 3,000/- would be payable for the second event of non-conformity with specified performance indicators in the Project Facilities in any Month 3. A penalty of Rs. 5,000/- would be payable for the third event of non-conformity with specified performance indicators in the Project Facilities in any Month. 4. More than 3 events of non-conformity with specified performance indicators in the Project Facilities in any month would be deemed as Shelter Management Agency Event of Default.

SL. NO.	Performance Parameter	Performance Indicator	Penalty for Non-Performance
3.	Access to Project Facilities	Provide access to Night Shelter and its facilities to homeless persons on 24/7 basis	<ol style="list-style-type: none"> 1. A penalty of Rs. 1,000/- would be payable for the first event of non-conformity with specified performance indicators in the Project Facilities in any Month. 2. A penalty of Rs. 3,000/- would be payable for the second event of non-conformity with specified performance indicators in the Project Facilities in any month. 3. A penalty of Rs. 5,000/- would be payable for the third event of non-conformity with specified performance indicators in the Project Facilities in any Month 4. More than 3 events of non-conformity with specified performance indicators in the Project Facilities in any month would be deemed as Shelter Management Agency Event of Default.
4.	Report number of homeless on road within the Service Area	Number of homeless on road within the Service Area. Deviation of 10 persons is allowed per night.	<ol style="list-style-type: none"> 1. A penalty of Rs. 1,000/- per Homeless would be payable for the first event of non-conformity with specified performance indicators in the Service Area in any month. 2. A penalty of Rs. 3,000/- per Homeless would be payable for the second event of non-conformity with specified performance indicators in the Service Area in any month. 3. A penalty of Rs. 5,000/- per Homeless would be payable for the third event of non-conformity with specified performance indicators in the Service Area in any month. 4. More than 3 events of non-conformity with specified performance indicators in the Service Area in any month would be deemed as Shelter Management Agency Event of Default.

SL. NO.	Performance Parameter	Performance Indicator	Penalty for Non-Performance
5.	Fees: Charging of Fees from Users exempted from payment of Fees, or overcharging of Fees from Users	Fees to be charged by the SMA as per the Agreement	<ol style="list-style-type: none"> 1. A penalty of Rs. 1,000/- would be payable for the first event of non-conformity with specified performance indicators in any Month 2. A penalty of Rs. 3,000/- would be payable for the second event of non-conformity with specified performance indicators in any Month 3. A penalty of Rs. 5,000/- would be payable for the third event of non-conformity with specified performance indicators in any Month 4. More than 3 events of non-conformity with specified performance indicators in any Month would be deemed as Shelter Management Agency Event of Default.
6.	Record Keeping (as per format prescribed by DUSIB)	Maintaining proper record of all registers prescribed by DUSIB from time to time including those mentioned in para 10 (2) of this agreement	<ol style="list-style-type: none"> 1. A penalty of Rs. 1,000/- would be payable for the first event of non-conformity with specified performance indicators in any Month 2. A penalty of Rs. 3,000/- would be payable for the second event of non-conformity with specified performance indicators in any Month 3. A penalty of Rs. 5,000/- would be payable for the third event of non-conformity with specified performance indicators in any Month 4. More than 3 events of non-conformity with specified performance indicators in any Month would be deemed as Shelter Management Agency Event of Default.
7.	Unifrom and ID cards	The personnel employed by the shelter management Agency shall wear the unifrm and carry ID cards while on duty	<ol style="list-style-type: none"> 1. A penalty of Rs. 1,000/- would be payable for the first event of non-conformity with specified performance indicators in any Month 2. A penalty of Rs. 3,000/- would be payable for the second event of non-conformity with specified performance indicators in any Month 3. A penalty of Rs. 5,000/- would be payable for the third event of non-conformity with specified performance indicators in any Month 4. More than 3 events of non-conformity with specified performance indicators in any Month would be deemed as Shelter Management Agency Event of Default

Schedule IV

Terms of Fees

The Shelter Management Agency shall demand and collect user fees/charges from the Homeless persons/Users as decided by DUSIB from time to time. The fees so collected shall be deposited in the bank account of DUSIB on every Monday and shelter management Agency shall submit a monthly consolidated report to DUSIB every month not later than the fifth day of the succeeding month.

Schedule V

Monitoring Committee

1 General

- 1.1. The Monitoring Committee shall discharge its duties in a fair, impartial and efficient manner consistent with the highest standards of professional integrity and good industry practice.
- 1.2. The Monitoring Committee shall facilitate smooth implementation and operation of the Project. Broadly, the role of the Monitoring Committee is to:
 - (a) Independently review, monitor and where required by the Shelter Management Agreement, to approve activities associated with service delivery of the Project to ensure compliance with the provisions of the Agreement;
 - (b) Monitor the operation, maintenance and management of the Project Facility by the Shelter Management Agency;
 - (c) Determining, as required under the Shelter Management Agreement, the period or any extension thereof, for performing any duty or obligation;
 - (d) Undertaking all other duties and functions in accordance with the Shelter Management Agreement and any other specific function as Chief Executive officer, DUSIB may instruct from time to time relating to the review, monitoring, supervising and observing the implementation of the Project.
 - (e) Conduct random inspections of the operations for identification and quantification of the deficiencies in the Services provided by the Shelter Management Agency.
 - (f) The Monitoring Committee shall also determine and recommend the damages / penalties, if any in accordance with the Agreement to be levied on the Shelter Management Agency in view of non-adherence to Shelter Management Agency's obligations under the Agreement or deficiency in the service delivery.

Schedule VI**Audit, Access and Reporting****1 Purpose**

This Schedule details the audit, access and reporting rights and obligations of the DUSIB or its nominated agency and the Shelter Management Agency.

2. Audit Notice And Timing

2.1. Shelter management agency shall complete the audit of its accounts on or before 31st July of the Subsequent financial year and submit the audited statement of accounts and Income tax return filed by it to DUSIB before 31st, September of the succeeding financial year. The DUSIB shall have the right to levy liquidity damages @ 25 % of monthly payment for each week of delay on the shelter management agency for failure to complete the audit process and submit the audited statement of accounts and Income tax return filed by it within the stipulated time as above including termination of this agreement.

2.2 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits. The DUSIB or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Shelter Management Agency any further notice of carrying out such audits.

2.3. The DUSIB or its nominated agency may conduct non-timetabled audits at his/ her own discretion if she reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Shelter Management Agency, a security violation, or breach of confidentiality obligations by the Shelter Management Agency, provided that the requirement for such an audit is notified in writing to the Shelter Management Agency with a reasonable notice period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Shelter Management Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in this Agreement.

2.4. The frequency of audits shall be yearly or as decided by DUSIB from time to time, provided always that the DUSIB or its nominated agency shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Shelter Management Agency.

3. Access

The Shelter Management Agency shall provide to the DUSIB or its nominated agency reasonable access to employees, suppliers, agents and any third party

facilities being used by the Shelter Management Agency, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The DUSIB shall have the right to copy at its cost and retain copies of any relevant records. The Shelter Management Agency shall make every reasonable effort to co-operate with them.

4. Audit Rights

The DUSIB or its nominated agency shall have the right to audit and inspect suppliers, agents, data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the Services, as shall be reasonably necessary to verify:

- (a) The security, integrity and availability of all DUSIB data and documentation related thereto;
- (b) The actual level of performance of the Services is the same as specified in the Service Level Standards; and
- (c) The compliance of the Shelter Management Agency with any other obligation under the Agreement.

5. Audit Rights of Suppliers and Agents

- 5.1. The Shelter Management Agency shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with suppliers and agents who supply labour, services, equipment or materials in respect of the services. The Shelter Management Agency shall inform the DUSIB or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- 5.2. The Shelter Management Agency will provide periodic reports to the DUSIB regarding any specific aspects of the Project and in context of the audit and access information as required by the DUSIB or its nominated agency.

6. Action and Review

- 6.1. Any change or amendment to the systems and procedures of the Shelter Management Agency, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- 6.2. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the DUSIB or its nominated agency and the Shelter Management Agency who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement.

7. Records and Information

For the purposes of audit in accordance with this Schedule, the Shelter Management Agency shall maintain true and accurate records in connection with

the provision of the services and the Shelter Management Agency shall handover all the relevant records and documents upon the termination or expiry of the Agreement.

8. Reporting Requirements

The Shelter Management Agency shall submit to DUSIB monthly progress report (for each calendar month or part thereof) within first 7 (seven) calendar days of the report period inter alia, including the following:

- (a) Review of milestones set out in Operation Plan and reasons for delay/ deviations, if any;
- (b) Details of equipments purchased.;
- (c) Suspension of Services in the Service Area or part thereof, if any, its reasons, duration and the steps undertaken to resume the same;
- (d) Notes of meetings between the Shelter Management Agency and DUSIB highlighting critical decisions taken or agreements reached;
- (e) Disagreements/ disputes, if any and proposed measures to be taken;
- (f) Brief report of any accident/incident related to the Project, injury/ fatality, property damage, cause of accident and actions taken to avoid recurrence;
- (g) Any litigation or material claims, disputes or actions, threatened or filed, concerning the Project Facilities or the obligations to be performed by the Shelter Management Agency under the Agreement;
- (h) Copies of any reports submitted for purposes of regulatory compliance and of notices received or reports or notices submitted to any Competent Authority or otherwise; and
- (i) Any other report that may be reasonably required by DUSIB for itself or to fulfill any regulatory compliance.

Formats for the reports shall be finalized in consultation with the Monitoring Committee. DUSIB may from time to time specify any changes to be made to the format of any report or information required there under.

Schedule VII

Exit Management Plan

1. Purpose

- 1.1. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement.
- 1.2. In the case of termination of the Agreement due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 1.3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. Cooperation and Provision of Information

- 2.1. The Shelter Management Agency will allow the DUSIB or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the DUSIB to assess the existing services being delivered;
- 2.2. The Shelter Management Agency shall, promptly on reasonable request by the DUSIB or its nominated agencies, provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement relating to any material aspect of the services (provided by the Service). The DUSIB shall be entitled to a copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Shelter Management Agency shall permit the DUSIB and/or any replacement Shelter Management Agency to have reasonable access to its employees and facilities as reasonably required by the DUSIB to understand the methods of delivery of the services employed by the Shelter Management Agency and to assist appropriate knowledge transfer.

3. Confidential Information, Security and Data

- 3.1. The Shelter Management Agency will promptly on the commencement of the exit management period supply to the DUSIB the following:
 - (a) information relating to the current services rendered and performance data relating to the performance in relation to the services;
 - (b) Data and Confidential Information;
 - (c) documentation relating to suppliers, agents etc;
 - (d) all current and updated Data as is reasonably required for purposes of Shelter Management Agency transitioning the services to replacement Shelter Management Agency in a readily available format specified by the DUSIB; and

- (e) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Project or its nominated agencies, or its replacement Shelter Management Agency to carry out due diligence in order to transition the provision of the Services to Project or its nominated agencies, or its replacement Shelter Management Agency (as the case may be).
- 3.2. Before the expiry of the exit management period, the Shelter Management Agency shall deliver to the DUSIB all new or up-dated documentation/ information from the categories set out in Clause above and shall not retain any copies thereof, except that the Shelter Management Agency shall be permitted to retain one copy of such materials for archival purposes only.
- 3.3. Before the expiry of the exit management period, unless otherwise provided under the Agreement, the DUSIB or its nominated agencies shall deliver to the Shelter Management Agency all forms of Shelter Management Agency confidential information, which is in its possession or control.

4. Employees

- 4.1. Promptly on reasonable request at any time during the exit management period, the Shelter Management Agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the DUSIB or its nominated agencies a list of all employees (with job titles) of the Shelter Management Agency dedicated to providing the services at the commencement of the exit management period;
- 4.2. To the extent that any transfer regulation does not apply to any employee of the Shelter Management Agency; nominated agency of DUSIB and/or its replacement Shelter Management Agency may make an offer of employment or contract for services to such employee of the Shelter Management Agency and the Shelter Management Agency shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the DUSIB or any replacement Shelter Management Agency.
- 4.3. DUSIB or replacement Shelter Management Agency designated by it shall retain the right for hiring a minimum of five key personnel of the Shelter Management Agency spearheading the Project, as identified by DUSIB, so as to provide for continuity. Shelter Management Agency is required to incorporate suitable provisions in the appointment orders issued to its personnel.

5. Rights of Access to Premises

- 5.1. At any time during the exit management period, where part of the Project Facilities are located at the Shelter Management Agency's premises, the Shelter Management Agency will be obliged to give reasonable rights of access to (or, in the case of Project Facilities located on a third party's premises, procure reasonable rights of access to) the DUSIB or its nominated agencies, and/or any replacement Shelter Management Agency.

- 5.2. The Shelter Management Agency shall also give the DUSIB or its nominated agencies, or any replacement Shelter Management Agency right of reasonable access to the Shelter Management Agency's premises and shall procure the DUSIB or its nominated agencies and any replacement Shelter Management Agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to the DUSIB or its nominated agencies. or a replacement Shelter Management Agency.

6. General Obligations of the Shelter Management Agency

- 6.1. The Shelter Management Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the DUSIB or its nominated agencies or its replacement Shelter Management Agency and which the Shelter Management Agency has in its possession or control at any time during the exit management period.
- 6.2. For the purposes of this Schedule, anything in the possession or control of any Shelter Management Agency, associated entity, is deemed to be in the possession or control of the Shelter Management Agency.
- 6.3. The Shelter Management Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

7. Exit Management Plan

- 7.1. An Exit Management plan shall be furnished by Shelter Management Agency in writing to the DUSIB or its nominated agencies within 90 (ninety) days from the Effective Date, which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole.
- 7.2. A detailed program of the transfer process that could be used in conjunction with a replacement Shelter Management Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- 7.3. Plans for the communication with such of the Shelter Management Agency's staff, and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.
- 7.4. Plans for provision of contingent support to DUSIB and replacement Shelter Management Agency for a reasonable period after transfer.
- 7.5. The Shelter Management Agency shall annually submit revised Exit Management Plan thereafter to ensure that it is kept relevant and up to date.
- 7.6. Each Exit Management Plan shall be presented by the Shelter Management Agency to DUSIB and approved by the DUSIB or its nominated agencies.

- 7.7. In the event of termination or expiry of Agreement, each Party shall comply with the Exit Management Plan.
- 7.8. During the exit management period, the Shelter Management Agency shall use its best efforts to deliver the services.

Schedule VIII

Shelter Management Agency's Personnel Requirement

A. Requirement for a Caregivers

The Shelter Management Agency shall deploy the caregivers in the Night Shelters who should have the following qualification:

1. Caregivers should meet the criteria for semi skilled personnel as defined by the labour department of Delhi government from time to time.
2. Caregiver should be able to read, write and speak in Hindi;
3. Caregivers should be able to use smart phones and computers for collection of various information from the homeless people as required by DUSIB from time to time