

**UT ADMINISTRATION OF  
DADRA & NAGAR HAVELI AND DAMAN & DIU  
DEPARTMENT OF TOURISM, DNH & DD  
DAMAN**



**REQUEST FOR PROPOSAL**

**FOR SELECTION OF AGENCY FOR OPERATION AND  
MAINTENANCE OF TOILET BLOCKS AT JAMPORE GHAT SEA  
FRONT, MOTI DAMAN**

**RFP No.4/429/DT/Toilets/2022-23/136**

**17<sup>th</sup> March, 2026**

**Available on: [ddtenders.gov.in](http://ddtenders.gov.in)**

NOTICE INVITING TENDER

**RFP No. 4/429/DT/Toilets/2022-23/136**

**Date: 17/03/2026**

The Department of Tourism, U.T. Administration of Dadra & Nagar Haveli and Daman & Diu, invites Proposals from the Company/firms for the following works:

<b>Sr. No</b>	<b>Name of Work &amp; Location</b>	<b>RFP/Tender Fee</b>	<b>EMD</b>
1	OPERATION AND MAINTENANCE OF TOILET BLOCKS AT JAMPORE GHAT SEA FRONT, MOTI DAMAN	₹ 2,000/-	₹ 45,000/- (Exemption for MSME)

Note: All details are available in RFP at [ddtenders.gov.in](http://ddtenders.gov.in)

1.	Issuance of Bidding Documents	17/03/2026
2.	Last date for receiving queries	24/03/2026
3.	Pre-Bid Conference	24/03/2026 12:00 hrs (Google Meet Video call link: <i>meet.google.com/nie-vjqy-etv</i> )
4.	Bid Due Date	06/04/2026 18:00 hrs
5.	Opening of Technical Bids	07/04/2026 12:00 hrs
6.	Financial Bid Opening	To be Intimated later on

Sd/-  
Director (Tourism),  
DNH & DD

## 1. INTRODUCTION

The UT Administration of Dadra & Nagar Haveli and Daman & Diu, Department of Tourism, Daman (the “Authority”) is engaged in development, Operation and maintenance tourism projects in the Union Territory (UT) of Dadra & Nagar Haveli and Daman & Diu and as part of this endeavour, the Authority has decided to undertake operation and maintenance of the Toilet Blocks (the “Project”) at Jampore Ghat Sea front, Moti Daman and therefore, decided to carry out the single stage forward auction bidding process for selection of a private entity as the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Operation and Maintenance of Toilet Blocks at Jampore Ghat Sea Front, Moti Daman.
Location	1. Toilet block 1, Near Jampore Beach, Moti Daman. (S.No. 71) 2. Toilet block 2, Near Jampore Beach, Moti Daman. (S.No. 71)
Total built up area of Toilet blocks with details at each location	300.22 Sq. Mtr. of each location with i. 4 Nos. of urinals, 5 Nos. of W.C (01 - Indian and 04 - Western), 6 Nos. of shower units in changing area & open shower area, 1 No. of Locker area, 1 No. of Janitor closet and 3 Nos. of Wash Basin in the gents toilet compartment ii. 5 Nos. of W.C (01 - Indian and 04 - Western), 6 Nos. of shower units in changing area & open shower area, 1 No. of Locker area, 1 No. of Janitor closet and 4 Nos. of Wash Basin in the ladies compartment iii. 1 handicapped toilet unit, Drinking water and Chiller room with all the sanitary, plumbing and electrical work and landscaping work.
Toilet blocks on License Basis	License Basis – only right to access given to the Concessionaire for O & M of the project as per the RFP conditions.
License period	The license period for the project shall be for a period for two (02) Years which may be extended by another one (01) year, as per the decision of the authority.

Reserve Price	<p>₹ 8,60,400/- per annum (Including Taxes) for both toilet blocks License fee quoted by the successful bidder to be escalated by 10% per annum.</p> <p>The Concessionaire will have to pay Tourism Department a License Fee to be quoted by the firm as per financial bidding parameter.</p>
Additional Terms	<p>The Concessionaire shall be free to market driven rates / tariffs and generate revenue from the facilities. Tariffs/charges should not be more than following:</p> <ol style="list-style-type: none"> <li>1. Urinal: Rs. 5/- per person</li> <li>2. WC/Toilet/: 20/- per person</li> <li>3. Bath/Shower: 30/- per person</li> <li>4. Locker facility: 30/- per hour</li> </ol>
<b>Eligibility Criteria</b>	
Technical Criteria	<p>The bidder can be an eminent firm, Individual (Proprietorship), company, partnership, trust, Association, or a society.</p> <p>To be eligible for pre-qualification, the bidders shall have to satisfy the following conditions of eligibility:</p> <ol style="list-style-type: none"> <li>a. Company/Firm Registration Certificate.</li> <li>b. Experience Certificate/ Work order for operation and maintenance of at least 20 No. of Public toilet units for a minimum period of 03 year during last five years</li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>c. Experience Certificate/ Work order for operation and maintenance of Hotel/ Resort/ Tent city/Lounge/Restaurant for a minimum period of 03 year during last five years.</li> <li>d. Copy of ITR of last 03 financial years (i.e. FY 2022-23,2023-24, 2024-25)</li> <li>e. Copy of PAN and GST registration certificate</li> <li>f. Tender document duly signed &amp; stamp with all Annexures (except Annexure for Financial bid)</li> <li>g. Tender fees and EMD</li> </ol>
Financial Criteria	<ol style="list-style-type: none"> <li>a. Minimum average annual turn-over of Rs.25 Lakhs for the last 3 Financial Years. A Certificate from the CA in this regard should be enclosed.</li> </ol>

e-Forward Auction stage	In the forward auction stage, the highest bid received in the e tender stage shall be displayed to the bidders on the <a href="https://ddtenders.gov.in">https://ddtenders.gov.in</a> , and thereafter any subsequent highest bid in e-Forward Auction Stage on a real time basis. During the e- Forward Auction Stage, the bidders will have the option of increasing the bid price by them at e-tender Stage in their Bids in multiples of Rs. 1,000 and to increase by up to seal limit of 100%. At the end of the e-Forward Auction, highest bidder will be identified by the system, the system will check all bids received in e-Tender and e-forward Auction and identify the bidder who has quoted the highest bid price therein (“Highest Financial Bid”). The final quoted financial bids by each bidder will be taken into consideration in order to determine the ‘Highest Bidder’.
Selection Criteria	The highest bidder (H1) in the E-forward Auctions stage will be qualified as the successful bidder for the said project. The bidder shall quote the financial price above the reserve price as given in the tender document.

## 2. SCOPE OF WORK

- 1) The scope of work covers the operation and maintenance of toilet blocks situated at both the locations as mentioned in RFP along with the cleaning of septic tank, soak pit, existing landscaping area with the boundary wall of toilet blocks as and when required for the period of two (02) years. The work may be extendable by another one (01) year, as per the decision of the authority.
- 2) The toilet blocks will remain open 6:00 AM to 10:00 PM in two shifts i.e. 6:00 AM to 2:00 PM and 2:00 PM to 10:00 PM. The agency shall provide/engage one male cleaning staff for male toilets compartment and one female cleaning staff for female toilets compartment in two shifts at each location.
- 3) The recurring expenses of electricity and water supply charges will be borne by the selected agency.
- 4) The agency will provide/use all such material/ consumables which are required to keep the toilet block neat and clean such as cleaning acid, phenyl, naphthalene balls, soap, brooms, floor wipers, brushes, dusters, mops, buckets, mugs, dustbins etc.
- 5) The scope of work also includes mechanized cleaning activities such as dry sweeping, litter/ dust collection, scrubbing and drying of floor space, high pressure

cleaning / washable aprons, vacuum cleaning, segregation and disposal of garbage etc. using mechanized methods wherever possible.

- 6) The responsibility of material installed in the toilets like sanitary, plumbing and electrical equipment will be of the Agency against theft & breakage. He shall be responsible for all damages and accidents caused due to negligence on his part.
- 7) The agency shall operate and maintain the complexes to the entire satisfaction of the department and clean regularly toilets, urinals, floors, walls, and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water.
- 8) The agency shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all time and that soap, towels, hand driers are available to the extent required.
- 9) The cleaning of toilets and urinals should be done at fixed intervals depending upon patronage, preferably after each use.

### **3. ELIGIBILITY CRITERIA**

The bidder can be an eminent firm, Individual (Proprietorship), company, partnership, trust, Association, or a society.

#### **i. Technical Criteria:**

To be eligible for pre-qualification, the bidders shall have to satisfy the following conditions of eligibility:

- a. Company/Firm Registration Certificate.
- b. Experience Certificate/ Work order for operation and maintenance of at least 20 No. of Public toilet Blocks for a minimum period of 03 year during last five years.

OR

- c. Experience Certificate/ Work order for operation and maintenance of Hotel/ Resort/ Tent city/Lounge/Restaurant for a minimum period of 03 year during last five years.
- d. Copy of ITR of last 03 financial years (i.e. FY 2022-23, 2023-24, 2024-25).
- e. Copy of PAN and GST, EPF, Labour licence registration certificate.

- f. Tender document duly signed & stamp with all Annexures (except Annexure for Financial bid).
- g. Tender fees in the form of DD and EMD in form of DD, FDR or BG in favour of Director of Tourism, Daman payable at Daman of any Nationalized or scheduled Bank.

**ii. Financial Criteria:**

- a. Minimum average annual turn-over of Rs.25 Lakhs for the last 3 Financial Years. A Certificate from the CA in this regard should be enclosed.

**4. BID SUBMISSION PROCESS**

- 1) The mandatory documents specified in this document shall be submitted before the prescribed dates & time online on [www.ddtenders.gov.in](http://www.ddtenders.gov.in) and physically in the office of the Director (Tourism), Department of Tourism, 4<sup>th</sup> Floor, Vidyut Bhavan, Kachigam-396215, in a sealed envelope super scribed as “SELECTION OF AGENCY FOR OPERATION AND MAINTENANCE OF TOILET BLOCKS.”

2) Tender Contents:

- i. Technical Proposal (signed and stamped tender document along with mandatory documents): (Online and Offline)
- ii. Financial Proposal (Note that the bidder shall submit the BOQ and overall cost in the **online financial bid only**). The financial bid shall be including of all taxes.

**5. BID PARAMETER**

- i. **e-Forward Auction stage:** In the forward auction stage, the highest bid received in the e tender stage shall be displayed to the bidders on the <https://ddtenders.gov.in>, and thereafter any subsequent highest bid in e-Forward Auction Stage on a real time basis. During the e- Forward Auction Stage, the bidders will have the option of increasing the bid price by them at e-tender Stage in their Bids in multiples of Rs. 1,000 and to increase by up to seal limit of 100%. At the end of the e-Forward Auction, highest bidder will be identified by the system, the system will check all bids received in e-Tender and e-forward Auction and identify the bidder who has quoted the highest bid price therein ("Highest Financial Bid"). The final quoted financial bids by each bidder will be taken into consideration in order to

determine the 'Highest Bidder'.

- ii. Selection Criteria: The highest bidder (H1) in the E-forward Auctions stage will be qualified as the successful bidder for the said project. The bidder shall quote the financial price above the reserve price as given in the tender document.

## 6. OTHER TERMS & CONDITIONS

- 1) The successful bidder should submit the performance security deposit of 5% of the annual license fees inclusive GST x 2 years which shall be valid for entire license period in the form of bank guarantee in favour of Director of Tourism, Daman payable at Daman of any Nationalized or scheduled Bank upon award of the work order to them within 10 days.
- 2) The agency shall ensure that the premises are not used for playing games etc., which involves stakes/ betting, play cards etc., or for any unlawful activities.
- 3) The agency shall prepare an inventory of the fittings and fixtures that are installed in the public conveniences. The possession of the entire structure as constructed along with fittings and fixtures provided in the public convenience will be handed over to the department, on the conclusion of the agreement without causing any damage.
- 4) The agency or its employees or agents shall behave and deal with courtesy with the users of these public conveniences.
- 5) The agency shall ensure enforcement of existing labour laws, Minimum wages act and other applicable laws and at no point of time, the department shall be drawn into litigations on these counts.
- 6) The Director of Tourism reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without any reason.
- 7) A complaint register shall be kept for complain & suggestions for the toilet users and cleaning scheduled sheet should be made & maintain for housekeeping services.
- 8) The agency will have to get its toilet blocks on google toilet locator.
- 9) An Applicant is eligible to submit only one RFP for the Assignment. An Applicant shall not be entitled to submit another RFP.
- 10) Safety and security of passengers/users shall be ensured.
- 11) Flowering plants/Flower pots may be provided in and around the toilet complex for beautification

- 12) Prevention of any encroachment in/or adjoining the Pay & Use Toilet block.
- 13) There shall be complete ban on smoking in the public places. The toilet complex should be operated as a no-smoking zone. Proper indication boards to this effect should be displayed in the complex at noticeable points.
- 14) The agency has to undertake routine maintenance including prompt repairs of potholes, cracks, concrete joints, electric fitting, lighting, sanitary fitting and signages etc.
- 15) In case of loss due to theft or damage to the assets created in the public conveniences, the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the complex operational and available for use as prescribed.
- 16) Disputes, if any, arising during the maintenance period between the department and the agency shall be referred to the sole arbitration of the Secretary Tourism, DNH & DD or a person nominated by him. The parties shall have no objection to his nomination for the said person. The decision of the sole arbitrator so appointed shall be final and binding on both the parties. The courts in Daman shall have exclusive jurisdiction, to the exclusion of all other suits.
- 17) On the completion of the contract period, the agency shall hand over the vacant possession of the public conveniences so constructed along with fixtures and fittings, inventory, structures in good working condition to the dept. within 24 hours and will not put any resistance failing which the premises shall be evicted and the dept. shall assume the occupation without any notice whereupon the agency will have no claim.
- 18) The agency shall ensure that the labour engaged by him to carry out the work shall not claim any right whatsoever against the dept. by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.
- 19) The agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage cause by them during the course of service or work undertaken and shall also responsible and be liable for payment of any compensation under workmen compensation act. The dept. will not liable for any such event whatsoever.
- 20) That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.
- 21) The agency shall not sublease or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the DEPT., the DEPT. is entitled to rescind and cancel the contract altogether.

- 22) The Director of dept. also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement without any reason.
- 23) The contractor / agency will display sign-boards and informatory board on each of toilet blocks indicating rules & regulation, opening and closing timings, charging rates, to providing information to educate user.
- 24) The contractor / agency shall be absolutely and solely responsible for any accident / injury / damage to any person that may occur during the working hours. To achieve this, the agency shall insure all its employees / workers for appropriate amount.
- 25) Validity of tender will be 180 days. No condition regarding validity period and time limit is accepted. Unbalanced / conditional tender will be rejected. The earnest money shall be forfeited, if the bidder withdraws or modifies his offer within the validity period or fails to sign the (Formal Contract) Agreement after acceptance of his offer or fails to commence the work within ten days of issue of acceptance letter. After the forfeiture of earnest money, the contract shall be immediately nullified.
- 26) Applicants are encouraged to submit their respective RFPs after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site(s), applicable laws and regulations or any other matter considered relevant by them.
- 27) The toilet block property will be provided on an 'as-is, where-is' basis. The successful bidder shall be required to replace or repair all existing damaged fittings and fixtures in the toilet block prior to the commencement of operations. All replacements and repairs must be carried out from authorized personnel of particular brands only like jaguar etc.
- 28) The operator shall be responsible for carrying out the repair and replacement of all fittings and fixtures as and when required during the period of operation. Accordingly, the operator shall also undertake and maintain the Annual Maintenance Contract (AMC) for all fittings and fixtures at both premises.

## **7. STANDARDS OF MAINTENANCE OF TOILET BLOCKS**

The toilet blocks will remain open 6:00 AM to 10:00 PM in two shifts i.e. 6:00 AM to 2:00 PM and 2:00 PM to 10:00 PM. The agency shall provide one male/ cleaning staff for male toilets compartment and one female/ cleaning staff for female toilets compartment in two shifts at each location, on all days a week including public holidays to carry out the following Sanitation works:

- 1) Daily washing with water as many times as required.
- 2) Daily phenyl washing as many times as required.

- 3) Sweeping the entire premises of toilet block complex and sprinkling of disinfectant Mixture of 200 gms (50 gms bleaching powder and 150 gms lime) as many times as required.
- 4) 0.5 liters of acid per unit.
- 5) Removal of solid waste / bricks etc. from the premises.
- 6) Custodian duty (protecting urinal structure and against damage and misuse) and to prevent open urination/ defecation surrounding the toilet block.
- 7) Removal of handbills and washing of scrubbing inside and outside the toilet block.
- 8) The following implements / disinfectants shall be supplied by the agency to the staff engaged by them:
  - a. Cleaning brooms
  - b. Sweeping brooms
  - c. Coir brush
  - d. Scraping sheet
  - e. Bamboo basket
  - f. Plastic containers
  - g. Plastic buckets
  - h. Plastic mug
  - i. Sponge piece
  - j. Washing soap
  - k. Identity card
  - l. Apron
  - m. Phenyl
  - n. Acid
  - o. Bleaching powder and lime powder.
  - p. Air freshener/ Diffuser
- 9) In addition to, the following should also be ensured:
  - a) Provision of litterbins for proper garbage disposal.
  - b) Adequate no. of cleaning staff in proper uniform with name badges to be posted. The staff provided should be literate and courteous towards the users and assist handicapped persons and old aged users.
  - c) Standard cleaning materials and equipments should be used.
  - d) Female toilets must have sanitary napkin vending machine and adequate disposal mechanism for sanitary napkins.

## 8. REPORTING AND SUPERVISION

- a) The agency / representative of the organization shall personally visit the urinals/toilets regularly twice a day to keep watch over the performance of the workers employed by him.
- b) The agency shall carry out the work by engaging men and equipment and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for cleaning.
- c) The officials authorized by the department will supervise the work from time to time and point out any unsatisfactory service rendered by the party of the first part and shall be entitled to give suggestions as may be considered necessary and the party of the first part shall be bound to carry out the work.

## 9. PENALTIES FOR LAPSES / SHORTFALLS

- 1) The penalty amounts will be levied to the agency if the maintenance is not done satisfactorily on any particular day or on receipt of any specific complaint to the effect that the cleaning is unsatisfactorily and also for not following the conditions laid down as follows:

<b>Sr. No.</b>	<b>Performance indicator</b>	<b>Penalty per item / all item / per day. (to be paid by the agency to the authority)</b>
1	Sweeping of the entire complex not done and sprinkling of disinfectants not done as many times as required	1000/-
2	Cleaning and washing of the entire complex not attended as many times as required	1000/-
3	Cleaning and washing of toilets not attended (every hour)	1000/-
4	Supervisor absent (per day at each unit)	1000/-
5	Phenyl not used (per wash)	1000/-
6	Acid not used (weekly)	1000/-
7	On genuine complaint from the user(s)	1000/-
8	On report from the inspection team/ visiting Officer	5000/-
9	If any workers deployed at the toilet blocks found without dress	1000/-

- 2) If during the execution period of this contract any fixture provided in toilet blocks will not working properly/ defected, same will be repaired / replaced within 48 hours otherwise penalty will be charge @ Rs. 1000/- per fixture per day.

#### **10. TERMINATION CLAUSE**

- 1) The department shall have the right to cancel/remove/terminate the agreement at any stage in case of breach of any of the stipulated terms and condition by the agency or in case their performance is not found satisfactory.
- 2) In the event of incomplete and unsatisfactory service, negligence or slackness is found on the party of the first part in carrying out the work, the dept. shall call for the explanation and levy a penalty of Rs.5,000/-, Rs.10,000/-, Rs.15,000/- for First Time, second Time & Third Time thereafter terminate the contract, if there is no improvement even after (repeated) instructions.
- 3) The agency has to deposit the amount of license fee within 15 days from the commencement of operation and thereafter within 15 days from subsequent of each year failing which interest will be charged @ 12% per annum for the total amount due. Agreement will be terminated in case of default of payment for consecutive three (3) months from the schedule date of deposition of annual license fee with interest.
- 4) The Director (Tourism), DNH & DD has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time without giving any notice.
- 5) The agency has to deposit the penalty amount as levied by the authority with 03 working days on issuing of official notice.

#### **11. FRAUD AND CORRUPT PRACTICES**

- 1) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, DEPT. shall reject a RFP without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.

- 2) Without prejudice to the rights of DEPT. under Clause of RFP hereinabove and the rights and remedies which DEPT. may have under the short-listing process, if an Applicant is found 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 Selection Process, or after the short-listing process, such Applicant shall not be eligible to participate in any tender issued in DNH&DD during a period of 2 (two) years from such date.
- 3) For the purposes of this Clause, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DEPT. who is or has been associated in any manner, directly or indirectly with the Selection Process 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 DEPT., shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii) engaging in an manner whatsoever, whether during the Selection Process or after short-listing, as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical consultant/adviser of RMC in relation to any matter concerning the Project.
  - b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
  - c. “coercive practice: means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.

- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by RMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest.
  - e. “restrictive practice: means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- 4). If selected bidder shall not fulfill the terms and conditions of the said tender, the contract will be terminated and the EMD & security money shall be forfeited by the Dept.

**Cover Letter**

To,  
The Director (Tourism)  
Tourism Department,  
DNH & DD,  
Daman-396210.

**Sub: OPERATION AND MAINTENANCE OF TOILET BLOCKS.**

Dear Sir,

With reference to your Invitation for RFP document dated\_\_\_\_\_, we, having examined the Invitation for RFP document and understood its contents, hereby submit our RFP for the aforesaid Project.

- 1 The RFP is unconditional and unqualified.
- 2 All information provided in the RFP and in the Schedules is true and correct and all documents accompanying such RFP are true copies of their respective originals.
- 3 We shall make available to the authority the additional information it may find necessary or require to supplement or authenticate the RFP.
- 4 We acknowledge the right of authority to reject our RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 6 We declare that:
  - a. We have examined and have no reservations to the Invitation for RFP Document, including any Addendum issued by the department.

- b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender issued by or any agreement entered into with any government, Central or State;
- 7 We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any RFP that you may receive nor to invite the Applicants to submit their RFPs for the Project, without incurring any liability to the Applicants.
- 8 We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the Invitation for RFP document and are qualified to submit RFP in accordance with the provisions of the Invitation for RFP document.
- 9 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.
- 10 We further certify that in regard to matters relating to security and integrity of the country, we 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.
- 11 We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 12 We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the authority of the same immediately.
- 13 We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the authority in connection with the short-listing of Applicants, or in connection with the Selection Process itself, in

respect of the above- mentioned Assignment and the terms and implementation thereof.

- 14 We have studied all the Invitation for RFP document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the department or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
- 15 We agree and understand that the RFP is subject to the provisions of the Invitation for RFP document. In no case, we shall have any claim or right of whatsoever nature if we are not short-listed or our RFP is not opened.
- 16 We agree to keep this offer valid for 180 days from the RFP Due Date specified in the Invitation of RFP document.
- 17 We agree and undertake to abide by all the terms and conditions of the Invitation of RFP document.
- 18 In witness thereof, we submit this RFP under and in accordance with the terms of the Invitation of RFP document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Seal of Agency

Date:

Place:

*Schedule 2*

**Financial Bid/BOQ for Reference**

(To be submitted Online Only)

<b>Sr. No.</b>	<b>Particular</b>	<b>Qty</b>	<b>Rate in ₹</b>
1	<p><i>License Fee from the date of COD of the Project, which shall be increased @ 10% every year as specified in the RFP.</i></p> <p>Note: Reserve Price is Rs. 8,60,400/- per annum, bidders have to quote above the reserve price.</p>	1 year for both the location	[Input License fee]
	<b>Total</b>		

