

BERHAMPUR MUNICIPAL CORPORATION

No. 896

Date: 10.01.2022

REQUEST FOR PROPOSAL

Berhampur Municipal Corporation invites proposals from interested ALF for Operation & Management of the Shelter for Urban Homeless under BeMC in accordance with the conditions and manner prescribed in this RFP document. Submission of Proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document.

Important dates and information

Sl No	Information	Details
01	Publication of RFP	10.01.222
02	Address and E-mail for submission of written queries for clarifications.	Berhampur Municipal Corporation, Berhampur mcbemc08@gmail.com
03	Last date and of receipt of proposals	_17.01.2022 by 05:00 PM
04	Date and Time Proposal Opening	18.01.22 at 11:30 AM
05	Cost of Bid Document	2240/- In favour of Commissioner, Berhampur Municipal Corporation, Berhampur
09	Address at which proposal in response to RFP notice is to be submitted	Commissioner Berhampur Municipal Corporation, Berhampur PIN - 760002

The RFP document containing the details regarding the scope of work and qualification criteria can also be downloaded from the website of BeMC i.e. www.berhampur.gov.in.

The Authority reserves the right to Accept or Reject the RFP without assigning reason thereof.

Sd/
Commissioner
Berhampur Municipal Corporation

RFP NO- 896

Dated:10.01.22



REQUEST FOR PROPOSAL

**SELECTION OF AGENCY FOR OPERATION & MANAGEMENT
OF SHELTER FOR URBAN HOMELESS (SUH) UNDER
BERHAMPUR MUNICIPAL CORPORATION**

BERHAMPUR MUNICIPAL CORPORATION

Contents:-

Introduction –Berhampur Municipal Corporation has one S.U.H located near Ananda Sarani, in front of Payel Takies, Ward No-20, New bus stand road with bed capacity of 60 inmates.

ELIGIBILITY CRITERIA FOR SELECTION OF AREA LEVEL FEDERATION (ALF) AS SHELTER MANAGEMENT AGENCY (SMA)

An ALF:

- A. Must be a registered body under Society Registration Act. 1860.
- B. Must be having corpus fund of Rs. 1.00 Lakh on the date of application.
- C. Must have maintained updated Books of Accounts and registers at ALF level & must have continuous financial Transaction for last 6 months.
- D. Must have addressed at least 3-5 Social issues like; Health, Education, Water supply, Swachha Bharat Mission, Anti Alcohol movement, Anti Dowry movement etc. in last 3 years. Having experience in undertaking activities or projects within the ULBs/District will be preferred.
- E. Must have experience in resolving various Social issues in their area.
- F. Must not have been involved in any activities of criminal nature or any activity that is harmful to the people of the area.
- G. Neither the President/Secretary of the ALF, nor any member of the ALF, should either be a Govt. / Semi Govt. employee or the employees of the any Govt. undertaking in any (casually/contractually/ directly or indirectly) form.

Note: ALF of the local area having required criteria shall be given preference during selection of ALF as Shelter Management Agency.

Essential Documents required for the ALF for Participation

- A. Proof & copy of registration certificate of the ALF.
- B. Proof & copy of valid Permanent Account Number (PAN) of the Income Tax Department.
- C. Proof & copy of Bank Pass Book.
- D. Proof & copy of work order/ completion certificate given by the ULB/District against their assignment.
- E. Proof & copy of the resolution of ALF for engagement as SMA under SUH.

SELECTION CRITERIA

CRITERIA FOR EVALUATION OF AREA LEVEL FEDERATION (ALFs) AS SHELTER MANAGEMENT AGENCY(SMA)				
SI No	Indicator	Component	Total Mark	
			If Yes	If No
1	Maintained updated Books of Account	Case Book	10	5
		SHG Saving Register	10	5
		Regular monthly meeting Register	10	5
		Regular Book Keeping	10	5
		Register Maintenance	10	5
	FUND STATUS	Above 1 Lakh	10	5
3	Convergence Activity/ Special Project Engagement	SBM	5	2
		NHM	5	2
		MUKTA	5	2
		JALSATHI	5	2
		AAHAR KENDRA	5	2
		Others	5	2
4	Social activity/Social Issues		10	5
Total			100	47

Note :

1. The Minimum Qualifying Marks is 60.
2. Supporting Documents to be provided as per Component.
3. ALF which scores highest marks will be awarded.

FINANCIAL BIDDING:

Sl.No.	Particulars	Quoted Rate Per Annum	Quoted Amount Per Annum
1	Scope of Work as per ToR		

N.B. The rate quoted should be inclusive of all Taxes.

As per Govt. Order No. 2141 dtd. 11.10.2019 the total cost for 50 seated Shelter should not exceed the Price Rs.7,27,440/- (Including Service Charge and Taxes)

SCHEDULE OF BIDDING PROCESS

A. Berhampur Municipal Corporation invites proposals from interested ALF for Operation & Management of the Shelter for Urban Homeless under BeMC in accordance with the conditions and manner prescribed in this RFP document. Submission of Proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document.

B. Important dates and information

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C. The RFP document containing the details regarding the scope of work and qualification criteria can also be downloaded from the website of BeMC.

D. Details of Shelter for Urban Homeless in BeMC

SI No	Address	Ward No	Capacity
1	Ananda Sarani, in front of Payel Takies, WardNo-20, New bus stand road, Berhampur, Ganjam	20	60

E. Duration of Maintenance 1 (one) year.

The cost of bid document Rs. 2240/- should be deposited in shape of D.D payable at BeMC infavour of Commissioner, Berhampur Municipal Corporation, Berhampur.

Terms of Reference (ToR)

Definition of Homeless Persons

Persons who do not have house, either self-owned or rented, but instead live and sleep on pavements, at parks, railway stations, bus stations and places of worship, outside shops and factories, at construction sites, under bridges, in Hume pipes and other places under the open sky or places unfit for human habitation. This also includes people who live in temporary structures without walls, under plastic sheets or thatched roofs on pavements, parks or other Common Places.

GUIDING PRINCIPLES

The ULB will adopt a just, humane and sensitive approach to ensure that the urban homeless are able to access shelter and other allied services so as to safeguard their human right to life and dignity.

STANDARD OPERATING PROCEDURE

The Standard Operating Procedure (SOP) is a guidebook developed for the Urban Local Body (ULB) based on the 'Urban Homeless Shelter, Manual and Guideline.

The SOP primarily aims at defining the various procedures that needs to be followed by the Executive Committee, the officials of the <<BeMC>>, the City Level Coordinator, the Shelter Advisory Committee, (shelters) and other basic services for the urban homeless. The Standard Operating Procedure (SOP).

The National Urban Housing & Habitat Policy (NUHHP), 2007 aims at Promoting sustainable development of habitat in the country with a view to ensure equitable supply of land, shelter and services at affordable prices to all sections of the society. However, the most vulnerable of these are the urban homeless.

The urban homeless persons contribute to the economy of the cities as cheap labour in the informal sector; yet they live with no shelter or social security protection. The urban homeless survive with many challenges like no access to elementary public services such as health, education, food, water and sanitation.

Deendayal Antyodaya Yojana-National Urban Livelihoods Mission (DAY-NULM):

Aims at providing permanent shelter equipped with essential services to the urban homeless in a phased manner under the Scheme of Shelter for Urban Homeless (SUH).

Objective:

The objective of this assignment is to assign ALF (Registered under Societies Act, 1860. _____):

Scope of Work:

The ALF shall responsible:-

- Task-1 : To create Awareness for the Homeless Persons
- Task-2 : Identification of Homeless persons & Rescue Operations
- Task-3 : Admission of the Homeless persons in to the SUH centre under intimation to Police
- Task-4 : Day to day Management of Shelter & maintain cleanliness of Shelters & its environment along with health and hygiene of inmates.
- Task-5 : Provide required Manpower (One Manger, 3 Caregivers including one women caretacker)
- Task-6 : Ensure entitlement & reintegration of the inmates.
- Task-7 : Capacity Building of Officials & Members of Management Committee.
- Task-8 : Submission Reports (Weekly/Monthly or as per required or instruction)
- Task-9 : Other Ancillary works of the ALF

Deliverables of the ALF:

1. Preparation & submission of Operation plan report within 7 days of issue of work order.
2. Monthly submission of consolidated Report on collection of Users Charges.
3. Monthly submission of consolidated Report on Night Survey & rescue operation.
4. Monthly submission of consolidated Report on Shelter Management.
5. Weekly report on environment cleanliness of shelters & health and hygiene of inmates.
6. Shall submit consolidated report on Workshop & Training
7. Preparation of Data base of residents and report to be submitted monthly
8. Formation of Shelter Management Committee (SMC) and its report after the Monthly meeting.
9. Monthly progress Report (MPR) developed by SUDA and any other report as per instruction & required by the competent authority.

A. Role of Shelter Management Committee (SMC)

- The Shelter Monitoring Committee (SMC) will meet Monthly & track the progress and advise the ALF to take up the necessary corrective actions.
- The grievances of the ALF as well the inmates will be addressed by the SMC locally.
- The SMC will report to Executive Committee.

B. Role of the ULB:

- Constitution of Executive Committee
- Constitution of Shelter Management Committee (SMC)
- Engagement of City Level Coordinator (CLC)
- Provision of amenities such as electricity, 24X7 water supply, personal locker.
- Engagement of the ALF and execution of agreement.
- Timely payment of management cost to ALF.

Role of ALF

1. Creation of awareness among the homeless persons to take the shelter in the Urban Homeless Shelter.
2. Identification & engagement of Shelter management staff & Orientations & training among the homeless persons for their livelihood.
3. The ALF should reintegrate the residents in the shelter according to the protocol.
4. Entitlement of Social Security, Health, Education, Legal Aid. Financial inclusion to be ensured by the ALF in coordination with the ULB.
5. Provide one full time Manager/Shelter Coordinator for each Shelter.
6. Three Caretakers for one shift of 8 hours, at least one woman caretaker.
7. Regular Management (24X7 hours) such as cleanliness/discipline of shelter.
8. Liaison with other departments for facilitation/convergence of different types of assistance such as social security pension, ICDS facility, Financial inclusion, education, affordable housing, inclusion in Aadhaar Card, free legal aid, health check up etc. for homeless persons. Shelter should be linked to nearby Colleges/ Medical Colleges for regular visit by students/interns for health checkups and educating inmates regarding health and hygiene aspect.
9. To provide basic services defined in the MOU.
10. ALF should ensure the safety of the inmates
11. To form a Shelter Monitoring Committee (SMC)
12. To examine & undertake appropriate steps to identify the beneficiaries in their area on regular basis so that the homeless people could be sensitized and encouraged to use the Shelters.
13. To conduct night survey to identify the Homeless persons and ensure the area should be free from Homeless Persons.
14. To adopt a humane and community-centric approach in managing the shelter
15. To ALF should recruit a full time coordinator (preferable a trained social worker in counseling), 3 care Giver and sweeper (Part time).
16. The ALF shall ensure that the capacities of the staffs are regularly enhanced and updated.

17. Counseling services should be provided, and individual records must be maintained for every resident in the shelter including rehabilitation plan within a time frame.
18. Ensure that all the residents are rehabilitation based on the specific need of the resident
19. Inmates staying in SUH should be discouraged to stay consecutively for long excluding special categories of inmates (old, physically challenged i.e unable to go one place to other, in ALF).
20. The ALF should take initiatives for inmates (Reference to item No. 20) to enhance their livelihood through linkage with other components of DAY-NULM as well as other Social Security's schemes of other line Departments.

21. ALF should maintain the following records

- Shelter Asset inventory Book
- Attendance Register
- SMC (Shelter Monitoring Committee) Meeting Register
- Personnel Register with Salary Payment Details
- Guest Register
- House Keeping Register
- Health Register
- Maintenance Register
- Shelter Audit and Accident Record
- Complaint and Suggestion Register
- Monitoring and Audit Register
- Monthly and Annual Report Record
- Food Register
- Profile of inmates/Enrolment register
- Account Register & Cash Book

22. ALF should conduct the following Capacity Building Programmes:

- An inception workshop for the staff of the implementing ALF
- Experience sharing workshops with EC and other staffs of ULB will be conducted once in 6 months
- Facilitate supervisory visits by
- Documentation
- Sensitization meeting of officers once a month
- Cross learning visits/Exposure Visits to other ULBs
- Experience sharing workshops

23. Role of Manager/Shelter Coordinator of the ALF

- Coordinate and support the supervising authority and committee members regarding Management & Decentralization of duties among the Caretakers

- To keep the record & register perfectly
- Up-gradation of livelihood of Homeless persons through Counseling among the homeless persons
- Liaison to the different offices for assistance of Govt./Non govt. facilities for homeless persons so far as guideline is concerned
- Focus Group Discussion (FGD) with residents for their living /earning /any other health problem regularly.
- Coordination & arrangement for conducting health check-up programme for homeless persons.

24. Formation of Team among the residents of Homeless Shelter:

- Management of Kitchen
- Cleanliness of rooms & Shelter premises
- Proper use of electricity & water
- Regular payment of users charges
- Support to government programmes
- Development of Co-operation among the inhabitants for smooth function of Homeless Shelter
- Creation of awareness among the other homeless persons to use the Shelter, who are not using the Shelter & residing on the footpath.

Sd/
Commissioner
Berhampur Municipal Corporation

DRAFT CONTRACT

THIS CONTRACT ("Consultancy CONTRACT") is made on the _____ day of _____ 2021 at ----- (Name of the ULB/Corporation).

BETWEEN:

Berhampur Municipal corporation (Name of the Corporation), a Statutory Corporation /Municipal constituted /notified by the Government of Orissa under the _____ having its office at --

----- (Address of the ULB/Corporation)

(Hereinafter referred to "ULB" or the "Corporation / Municipality "or the "First Party"

AND

Name of which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part the organisation, a company / firm having its registered / head office at

_____ (hereinafter referred to as the "SMA" or the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part

The ULB and the SMA are, collectively, referred to "Parties".

WHEREAS the ULB requires the SMA to provide the services as defined in Appendix II ('the Services');

AND WHEREAS the SMA has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED between the Parties as follows:

1. Documents: The following appendices are integral parts of this Contract:

- Appendix 1** : General conditions of the Contract
- Appendix 2** : Scope of Work
- Appendix 3** : Services to be provided by the SMA
- Appendix 4** : Services to be provided by the (ULB Name)
- Appendix 5** : Team composition details
- Appendix 6** : Applicable Fees to the SMA

This Contract constitutes the entire Contract between the Parties in respect of the SMA's obligations and supersedes all previous communications between the Parties, other than as may be expressly provided for herein. It may be amended only by a written instrument signed by both Parties.

2. Commencement and Duration of the Services

The validity of the MOU between _____(ULB Name) and _____(SMA) will be for a period two year from the date on which it is signed by both the parties, extendable upon satisfactory performance which will be reviewed half yearly.

3. Time of the Essence

Time shall be of the essence about the fulfilment by the SMA of its obligations under this Contract.

For and on behalf of the Corporation

Name:

Date:

For and on behalf of SMA

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

General Conditions of Contract

1. DEFINITIONS

- **'the SMA'** means the person, partnership or company with whom this Contract is placed.
- **'theSMA's Representative'** means the Project Coordinator who is responsible for all contractual aspects of the Contract on behalf of the SMA.
- **'the SMA's Personnel'** means any person instructed pursuant to this Contract to undertake any of the SMA's obligations under this Contract, including the SMA's employees and agents.
- **'the ULB's Representative'** means any entity appointed by the ULB to act on the ULB's behalf with regard to supervision and/or management of this Contract.
- **'the Services'** means the services set out in **Appendix -2**.
- **'the Nodal Officer'** means the person named in Appendix II, who is responsible for ensuring coordination between the ULB and the SMA
- **'Contract Documents'** means the documents listed in the Contract Agreement, including any amendments thereto.
- **'Contract Price'** means the price payable to the SMA as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- **'Contract'** means this Contract entered into between the ULB and the SMA, together with the Contract Documents referred to herein, including all attachments, appendices, and all documents incorporated by reference herein.

2. SEVERABILITY

Every paragraph, part, term or provision of this Contract is severable from the others. If any paragraph, part, term or provision of this Contract is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Contract shall not be affected thereby but shall remain in full force and effect.

3. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between the ULB and SMA, or ULB's and SMA's officers, directors, partners, managers, employee or agents. The SMA, subject to this Contract, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Contract shall commence on the date it is executed by the Parties.

4. DURATION OF THE CONTRACT

The Contract period with the selected Firm shall be valid for a period of

24months from the date of execution of the contract agreement, extendable upon satisfactory performance.

5. MODE OF PAYMENT

The payment is made as per the SOP and SMA shall, raise an invoice, based on the rate as approved under the RFP and recorded in following .

- 1) The payment shall be made on submission of the submission of Invoices/bills (In triplicate) after the satisfactorily completion of the work assigned, at approved rates.
- 2) Payment will be made within a period of 15 days after submission of the Invoice/bill and all necessary documents in triplicate.
- 3) O & M cost of the AGENCYs should be based on the approved budget of the ULB & as per actual expenditure incurred during the Quarter.
- 4) Prior approval should be sought for from the Deputy Commissioner/ Executive Officer on any deviation in the Expenditure to be incurred.
- 5) Quarterly (3 Months) bill will be submitted by the service providers in first week of following month.
- 6) Income Tax will be deducted at source under Section 194-C of Income Tax Act from the Bidder at the prevailing rates of such sum as income tax on the income comprised therein.

Note : All the payment should be paid to SMA within 15 days on receipt of invoice on DBT mode.

6. Maximum permissible O&M cost as per approved budget per year (Appendix - 6)

(Copy enclosed, This office letter No:2141 dated 11.10.2019)

7. Service Charge provided to SMA for O&M per year

The service charges for Agency payable shall be 10% of Project running cost, for carrying out all activities as specified under Section-4, Cl. No - 3 and Cl. No - 10 above and include Financing cost of 3 months expenditures. GST at applicable Rate payable Extra. The Project running cost shall be based on actual expenditure under following heads only. The Capital cost of Providing Facilities at center specified at Section – 4 (Cl.No – 4) above will be arranged by ULB and no service charges on same is payable to Bidder/Applicant.

- a. This should be approved by ULBs prior to commencement of service.
- b. The other expenditure are to be incurred jointly by Applicant and ULB representative modus operandi to be finalised by ULBs.
- c. The actual expenditure to be submitted Quarterly along with Applicant invoice for release of payments.

Sl.No.	Expenditure Heads	Details
1	Annual Maintenance cost/ shelter	Includes repair& maintenance expenditure and Electricity and other misc. expenses such as sanitation items, fuel & auto, medicines etc
2	Annual Servicing Cost	Includes cost of upkeep, maintenance, Replenishment of bedding and kitchen Equipment etc.
3	Annual Cost of providing free food	Restricted to 10% of inmates who are old /infarm etc. and cannot pay
4	Staff Salary	Includes 3 care givers in 8 hour shifts and 1 Full-time manager. The care giver are to be paid at Un skilled rate and Manger at rate applicable to Semi skilled labour as specified by State Govt. labour Department from time to time .Bidder to ensure same and give documentary evidence. (Staff Salary to be paid as per labour law)

8 . PENALTY FOR DEFAULT

Default of Service

Deviation and/ or Refusal and/ or non-Performance towards in any of the obligations described in the Scope of Services would be treated as default of service of the selected Agency. Upon default of service, the ULB would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, the ULB would also have the right to terminate the agreement with the selected Agency.

The Agency shall be responsible for maintaining the occupancy level of each SUH and they shall have to ensure that the occupancy level of each SUH opted should not go down below 80% of the capacity (Monthly on an Average).

In the event if the capacity of the SUH goes below the afore mentioned level, the payment of the SUH would be as per the following format:

Level of Occupancy	% of Billing Amount deducted over the Service charge Amount per month
71% to 80%	1%
61% to 70%	2%

51% to 60%	3%
Below 50%	5%

Average Attendance = (Addition of Each day's total Inmates / No of days of the Month)

9. Force Majeure

1.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockout or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultancy Agencies or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations here under.
- c. Force Majeure shall not include insufficiency of funds or inability to make any payment required here under.

1.2 No Breach of Contract:

The failure of a Party to fulfil any of its obligations here under shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

1.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall not if the other Party of such event as soon as possible, and in any case not later than fourteen (14) days

following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agencies upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Agencies shall continue to be paid proportionately and on a prorata basis, under the terms of this Contract.

1.4 **Suspension:** The "Client" may, by written notice of suspension to the Agencies suspend all payments to the Agencies hereunder if the Agencies/Organisation fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agencies/Organisation to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agencies of such notice of suspension.

10. TERMINATION OF THE CONTRACT

- 1.1 **By the "Client":** The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause.
- a. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.
 - b. If the Agency becomes (or, if the Agencies consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
 - c. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to the decision.
 - d. If the Agency, in the judgment of the "Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - e. If the Agency submits to the "Client" a false statement which has a material effect on the rights, obligations or interests of the "Client".
 - f. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
 - g. If the Agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of

directors, officers, agents, servants and employees (collectively, the "SMA Indemnities") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses incurred in the capacity of a defendant or a witness, and all other costs and expenses (including without limitation attorneys' fees and court costs) to which any of the SMA

Indemnities may become liable or subject by reason of or arising out of the performance or non-performance of SMA's duties and activities within the scope of this Contract.

The ULB shall indemnify, defend and hold SMA harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs sustained or incurred by or asserted against the SMA by reason of or arising out of the ULB's negligence, wilful misconduct with respect to the ULB's duties and activities, including but not limited to any information Provided by the ULB to the SMA upon which the SMA shall rely in providing the Services.

Limitation of Liability

SMA's total liability howsoever caused and whether arising under contract, tort (including negligence) or otherwise shall not exceed the total amount of the Fees paid by the Client to the SMA for the Services rendered under this Contract.

Notwithstanding any other provision of this Contract, neither party shall be liable to the other party for any indirect, consequential, incidental or special losses or damages of any kind or nature, and any claim by either party in any way related to, or arising out of, this Contract or any Services provided hereunder shall be limited to such party's actual, direct damages.

14. CONFIDENTIALITY

The SMA shall treat the details of the output of the Services as confidential and for the SMA's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to the ULB or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the ULB.

15. COMPLIANCE WITH LAWS

The SMA shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Contract.

16. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by the laws of the Union of India. The Courts

of _____ NAME OF THE ULB shall have jurisdiction over all matters arising out of or relation to this Contract.

17. DISPUTE RESOLUTION

All legal disputes are subject to the jurisdiction of the court in the ULB's town only

Amicable resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Contract (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties

Arbitration Procedure

Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract shall be referred to an arbitrator to be agreed between the Parties or, failing such agreement, will be referred to the Client's City Courts. The decision of the arbitrator shall be final and binding on both Parties. The place of arbitration shall be _____ NAME OF THE ULB.

Performance during Dispute Resolution

Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Contract, without prejudice to a final adjustment in accordance with such award.

17. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract:

- i. Shall not operation or be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under this Contract;
- ii. Shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii. Shall not affect the validity or enforceability of this Contract in any manner. Neither the failure by the either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Contract.

18. MODIFICATION

Modification of the terms and conditions of this Contract, including any modification of the scope of Services, may only be made by written Contract

between the Parties.

19. NOTICES

Unless otherwise stated, notices to be given under this Contract including, but not limited to a notice of waiver of any term, breach of any term of this Contract and the termination of this Contract, shall be in writing and shall be given by hand delivery, recognised courier, mail, email, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

20. TRANSFER OF CONTRACT

No Party may assign its interests in the Contract without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Contract.

21. VARIATIONS

The ULB may, by written notice to the SMA, direct the SMA to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the SMA shall be bound to comply with the direction.

22. PERFORMANCE BANK GUARANTEE

The SMA has submitted to the ULB a Performance Bank Guarantee separately:

Performance Security

At the time of signing the Contract the successful bidder shall submit a Performance Security in the **form of a demand draft** for Rupees 2, 000 /- Thousand only (Which is 10% of Expected Annual Project Cost without Service Charge)of a scheduled nationalized bank payable at ----- ULB, in favour of Commissioner BeMC/ ULB (to be Mentioned)

Scope of Work

The Agency/Institution/Agency shall responsible:-

- Task-1:** To Create Awareness for the Homeless Persons
- Task-2:** Identification of Homeless persons & Rescue Operations
- Task-3:** Admission of the Homeless persons in to the SUH centre under Intimation to Police
- Task-4:** Day to day Management of Shelter & maintain cleanness of Shelters & its environment along with health and hygiene of inmates.
- Task-5:** Provide Required Manpower
- Task-6:** Ensure entitlement & reintegration of the inmates
- Task-7:** Capacity Building of Officials & Members of Management Committee.
- Task-8:** Collection of User Charges
- Task-9:** Submission Reports (Weekly/Monthly or as per required or instruction)
- Task-10:** Other Ancillary works of the Agency

Deliverables of the Agency/Institution

1. Preparation & submission of **Operation plan report** within 7 days of issue of work order.
2. Monthly submit consolidated Report on **collection of Users Charges**.
3. Monthly Submit consolidated Report on **Night Survey & rescue operation**.
4. Monthly Submit consolidated Report on **Shelter Management**.
5. Weekly report on environmental cleanliness of shelters & health and hygiene of inmates
6. Shall submit consolidated report on **Workshop & Training**.
7. Preparation of **Data base** of residents and report submitted monthly
8. Formation of **Shelter Management Committee (SMC)** and its report after the Monthly Meeting..
9. Sub mission of Monthly progress Report (MPR) by 5th of every Month as per Annexure - 8 developed by SUDA and any other report as per instruction & required by the competent authority.

Appendix -3

(Services to be provided by the SMA/ Role of Agency)

1. Creation of awareness among the homeless persons to take the shelter in the Urban Homeless Shelter.
2. Identification & engagement of shelter management staff & Orientations & training among the homeless persons for their livelihood.
3. The AGENCY should reintegrate the residents in the shelter according to the Protocol.
4. Entitlements to Social Security, Health, Education, Legal Aid. Financial inclusion to be ensured by the AGENCYs in coordination with the ULB.
5. Provide One full time Manager/Shelter Coordinator for each Shelter ,
6. Three Caretaker for one shift of 8 hours, at least one woman Caretaker,

7. Regular management (24x7 hours) such as cleanliness/discipline of shelter.
8. Functioning of kitchen for subsidized meal for Homeless person.
9. Liaison with other departments for facilitation/convergence of different types of assistance such as social security pension, ICDS facility, financial inclusion, education, affordable housing, inclusion in Aadhaar Card, free legal aid, health check-up etc. for homeless persons. Shelter should be linked to nearby Colleges /Medical colleges for regular visit by students /interns for health check ups and educating inmates regarding health and hygiene aspect.
10. To provide basic services defined in the MOU.
11. AGENCYs should ensure the safety of the inmates
12. To form a Shelter Monitoring Committee (SMC)
13. To examine & undertake appropriate steps to identify the beneficiaries in their area on regular basis so that the homeless people could be sensitized and encouraged to use the shelters.
14. To conduct night survey to identify the Homeless persons and ensure the area should be free from Homeless Persons.
15. To adopt a humane and community-centric approach in managing the shelter
16. The AGENCY should recruit a full time Coordinator (preferable a trained social worker in counselling), 3 Care Giver and Sweeper (Part time).
17. The AGENCY shall ensure that the capacities of the staffs are regularly enhanced and updated
18. Counselling services should be provided, and individual records must be maintained for every resident in the shelter including rehabilitation plan within a time frame.
19. Ensure that all the residents are rehabilitated based on the specific need of the resident
20. Inmates staying in SUH should be discouraged to stay consecutively for long excluding special categories of inmates (old, physically challenged i.e. unable to go one place to other, inAgency).
21. The Agency should take initiatives for inmates (Reference to Item No : 20) to enhance their livelihoods through linkage with other components of DAY-NULM as well as other Social Security's schemes of other line Departments.
22. AGENCY should maintain the following records
 - Shelter Asset Inventory Book
 - Attendance Register
 - SMC (Shelter Monitoring Committee) Meeting Register
 - Personnel Register with Salary Payment Details
 - Guest Register
 - House Keeping Register
 - Health Register
 - Maintenance Register
 - Shelter Audit and Accident Record
 - Complaint and Suggestion Register

- Monitoring and Audit Register
- Monthly and Annual Report Record
- Food Register
- Profile of Inmates/Enrolment register
- Account Register & Cash book

23. AGENCY should conduct the following Capacity Building programmes:

- An inception workshop for the staff of the implementing Agency
- Experience sharing workshops with EC and other staffs of ULB will be conducted once in 6 months
- Facilitate supervisory visits by Corporation officers and Agency
- Documentation
- Sensitization meeting of officers once a month
- Cross learning visits/Exposure Visits to other ULBs
- Experience sharing workshops

24. Role of Manager/Shelter Coordinator of the Agency

- Coordinate and support the supervising authority and committee members Management & Decentralisation of duties among the Caretakers
- To keep the record & register perfectly
- Up-gradation of livelihood of Homeless persons through Counselling among the homeless persons
- Liaison to the different offices for assistance of govt. /Non govt. facilities for homeless persons so far as Guideline is concerned.
- Focus Group Discussion (FGD) with residents for their living/earning/any other health problem regularly.
- Coordination & arrangement for conducting health check-up programme for homeless persons.

25. Formation of Team among the residents of Homeless Shelter:

- Management of kitchen
- Cleanliness of rooms & shelter premises
- Proper use of electricity & water
- Regular payment of users charges
- Support to government programmes
- Development of co-operation among the inhabitants for smooth function of Homeless Shelter
- Creation of awareness among the other homeless persons to use the shelter, who are not using the shelter & residing on the footpath.

26. Collection of Users Fee through money receipt and maintenance of register & deposit in Bank A/C operated jointly by C.O & Shelter Manager.

- User's charges would be normally i.e. 1/10th of daily income of one homeless person, if he/she earns on daily basis or monthly basis.
- 100% subsidized food may be provided to the residents such as old, disabled person.
- Effort may also be made to tie up with Charitable, Religious or any other organisation which could provide free food for the inmates.

Appendix -4

***Services to be provided by the ULB / Facilities to be available at the Shelter for Urban Homeless by ULB):**

- 1) **Publicity of Information:** In order to ensure the information on availability of the shelters to targeted population, adequate publicity measures should be taken by ULB on regular basis. Posters , Banners, Hoarding should be placed at advantage points like Railway station, Bus stands, Hospitals , Park, Important market areas etc. for wider publication of location and facility available at Shelters. Leaf lets and local newspaper should carry news about the Shelters for wider dissemination.
- 2) Each shelter should have proper display of readable name Boards/Display Boards and the text should be provided in Odia and English
- 3) Shelters should provide all appropriate facilities for dignified human living. A space of 50 square feet per person is to be provided.
- 4) Bed and bedclothes (Bedsheet, Blanket, mattress, pillow, bed-sheets Mosquito Net,) on a use basis, with arrangements to launder these periodically.
- 5) Personal lockers for personal storage space
- 6) Water arrangements (potable drinking water and other needs) and sanitation with regular running water supply
- 7) Adequate toilet facilities with a minimum norm of one toilet and bathing space for 12 persons
- 8) Bathing and washing area to cater to the needs to all residents with running water.
- 9) Adequate bathing facilities, including running water, water storage cans, buckets and mugs.
- 10) Adequate lighting and ventilation, fire protection measures, as under guidelines for enclosed public places, with clear and functional fire exits.
- 11) Common recreation space with television, reading space, etc
- 12) First aid kit for supplies to cover the total population at the shelter
- 13) Regular cleaning of blankets, mattresses and sheets, and maintenance of other services Suitable waste management arrangements.
- 14) An open space, either on the ground or the terrace, with additional spaces based on livelihood and storage needs of residents, such as for parking rickshaws and carts, and storing sacks of collected waste.
- 15) Kitchen /cooking space and necessary equipment's such as cooking gas connections etc.
- 16) Water purifier, CCTV camera, pest and Vector (Mosquito) control arrangement.
- 17) ULB must conduct an independent 3rd party Quality evaluation Quarterly and Social Audit annually through reputed organization/Institution. These audits should be conducted unannounced by using methods of observation and interview. Separate interview should be held with staff and inmates of the shelters.
- 18) All the recurring procurements will be jointly procured quarterly by Nominated ULB official

along with SMA official to insure timely procurement with quality material.

2. Reporting System

- 1) The Agency shall send a monthly programme and finance report along with MPR (Prescribed by SUDA, **Annexure – 8**) to the City level coordinator with a copy to Deputy Commissioner/ Executive Officer and the City health officer on or before 5th of every month.
- 2) The template for the Shelter home will be designed and circulated by the agency in consultation with the Deputy Commissioner/ Executive Officer.
- 3) Unusual instances (Such as deaths) should be immediately report Deputy Commissioner/ Executive Officer by the Shelter Coordinator/ Manger of the Agency.

3. Grievance Redressal Systems

- 1) All shelters need to maintain a complaint register & a locked box at the shelter itself wherein residents can record complaints.
- 2) The Shelter-level coordinator/Manager will be responsible for ensuring that complaints are redressed within a maximum of 15 days of being recorded. However, for complaints which require immediate redressal, such as clogged Toilets, inadequate bedding and no drinking water, these should be addressed within 24 hours.
- 3) The Shelter Management Committee (SMC) will ensure the timely redressal of complaints.
- 4) If the complaints are not resolved by the Shelter Coordinator/Manager, or by the SMC, or by the City Level Coordinator or by the designated Grievance Redressal Officer, the Deputy Commissioner / Executive Committee will take action on the same immediately.
- 5) AGENCYs should submit a monthly report in the predefined format
- 6) Effort should be made to develop suitable portal for on line registration of Complaints in addition to Manual complaints register.

4. Monitoring Mechanism

- 1) Field visits to be carried out by the city level coordinator on a Weekly basis.
- 2) SMC to meet once in a month to review the monthly program and finance report submitted to the Executive Committee (EC)
- 3) Executive committee will review the program on a quarterly basis.
- 4) Shelter audit will be conducted on a quarterly basis. The audit will be conducted by the 3rd Party (Independent Institute, Civil Society appointed for the purpose) at the level Executive Committee (EC) and the report will be submitted to the Executive Committee. Apart from that , Social audit of each Shelter should be organised at least once a year.

Team Composition

Sl. No.	Name of Professional	Designation in Team	Qualification	Contact No.
1	F	Shelter Manager		
2	M	Care Taker		
3	F	Care Taker		
4	F	Care Taker		

NB: In case of any change in the team member ,prior approval should be obtained from the ULB.

Note: *All Homeless Shelters should run as per the SUH Guidelines, Amendments of Govt. of India and strict adherence to direction of the Honourable Supreme Court of India time to time.*

Letter No :2141 dated 11.10.2019 enclosed