

RAYAGADA MUNICIPAL CORPORATION

RFP No:7026

Date:31.12.2018

SELECTION OF AGENCY FOR OPERATION AND MANAGEMENT OF SHELTERS FOR URBAN HOMELESS UNDER DAY-NULMIN RAYAGADA MUNICIPAL COUNCIL AREA

Rayagada Municipal Council invites “Request for Proposal (RFP) from reputed and experienced agencies/NGO or CSO with appropriate legal entity/Federation of WSHGs/Public and private sector companies/Resident Welfare Association for Operation and Management of Shelter for Urban Homeless in Rayagada City” as delineated in the RFP document. For further details and any queries, please refer to the RFP documents available in www.rayagadamunicipality.in from 31.12.2018 and can be downloaded for reference. The RFP document supported by relevant details and proof of their eligibility will be submitted to Executive Officer, Rayagada Municipal council, Rayagada. The last date of submission of proposals is **09.01.2019 till 5.00 P.M** by Speed post in the address below.

Any change/correction /corrigendum in respect the above shall be placed on Rayagada Municipality website. All bidders are requested to go through the website before submission of Proposal.

Sd/-
Executive Officer
Rayagada Municipal Council

REQUEST FOR PROPOSAL

**SELECTION OF AGENCY FOR OPERATION & MANAGEMENT
OF SHELTER FOR URBAN HOMELESS UNDER
RAYAGADA MUNICIPAL COUNCIL**

RAYAGADA MUNICIPAL COUNCIL

DISCLAIMER

Rayagada Municipal Council (RMC) has prepared this document to give the interested parties the background information on **Operation & Management of the Shelter for Urban Homeless** Rayagada, Odisha.

While RMC has taken due care in the preparation of the information contained herein and believe it to be accurate, neither RMC nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information given in this document in submitting the RFP.

Rayagada Municipality Council reserves the right not to proceed with the agreement of engagement of the Agency/NGO/ Institution or to change the configuration of the project to alter the timetable reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities requesting for proposal.

Contents

1. Schedule of Bidding Process	1
2. Background	1
3. The Objective	2
4. Scope of work for the Agency/Institution/NGO/Firm.....	2
5. Instruction to Bidders	3
6. Minimum Eligibility Criteria	4
I. Technical Criteria	4
II. Financial Criteria:	5
7. Bid Evaluation Methodology.....	5
A. Evaluation of Technical Bid:.....	6
B. Technical Presentation:	6
C. Opening of Financial Proposal	7
8. Deliverables of the Agency/NGO/Institution.....	7
9. Period of Consultancy:	7
10. Performance Security.....	7
11. Site Visit & Verification of Information.....	7
12. Signing of Agreement.....	7
13. Default of Service	8
14. Number of Proposals	8
15. Tender Document Fee	8
16. Earnest Money Deposit (EMD).....	8
17. Validity of Bid	8
18. Disputes	8
19. Acknowledgement by Bidder	8
20. Right to reject any or all Proposals	9
21. Penalty	9
22. Language	9
23. Late Submission	9
24. Modifications and Withdrawal of Proposals.....	9
25. Award of Consultancy	9
26. Execution of Agreement	9
27. Commencement of Assignment.....	9
28. Consortium.....	10
29. Proprietary data	10
30. Bidding Parameter	10
Covering Letter.....	11

Details of Applicant.....	12
PROPOSAL SUBMISSION FORM	13
Organisational Structure.....	15
Format of Bank Guarantee	18
DRAFT CONTRACT	20
Appendix-1 – General Conditions of Contract	22
Appendix-2- Services to be provided by the Agency	28
Appendix-3 - Applicable Fees to the Agency and accepted by the ULB	28
OPERATION & MANAGEMENT OF SHELTER FOR URBAN HOMELESS UNDER DAY-NULM	42
1. Definition of Homeless Persons	43
2. Administrative Arrangements for Institutionalizing Shelters & Allied Services for the Urban Homeless.....	46
3. Role of NGO/Agency	47
4. Facilities to be available the Shelter for Urban Homeless:	50
5. Reporting System	50
6. Grievance Redressal Systems.....	50
7. Monitoring Mechanism.....	51
8. Payment Terms for Agency/NGO/ Institution:-	51
Monthly Progress Report.....	52
Checklist for Bidders	55

1. Schedule of Bidding Process

- A. Rayagada Municipal Corporation invites technical and financial proposals from prospective bidders for Operation & Management of the Shelter for Urban Homeless at **Nearkrushnachandra Bhawan (Town Hall)** under Rayagada Municipal Corporation (RMC) 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

Sl No	Information	Details
01	Publication of RFP	31th December 2018
02	Address and E-Mail for submission of written queries for clarifications.	Executive Officer Rayagada Municipality Email: - www.rayagadamunicipality.in
03	Last date and of receipt of proposals	09.01.2019
04	Date and Time of Technical Proposal opening	10.01.2019 AT 12.00 P.M
05	Date and Time of Technical Presentation	10.01.2019 AT 12.30 P.M
06	Date and Time of Financial Proposal opening	10.01.2019 AT 3.00 P.M
07	Cost of Bid Document	Rs. 2000/- (Rupees Two Thousand Only)
08	Earnest Money Deposit value	Rs. 12,000/ (Rupees Twelve Thousands Only)
09	Performance Bank Guarantee Value	Rs.20,000 / (Rupees Twenty Thousand only)
10	Address for Deposit of EMD	Executive Officer Rayagada Municipality Council, Rayagada
11	Address at which proposal in response to RFP notice is to be submitted	Executive Officer Rayagada Municipality

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

D. Details of Shelter for urban Homeless in Rayagada

Sl. No.	Address	Ward No.	Capacity
1	R.K Nagar near Town Hall	04	60

2. Background

Definition of Homeless Persons

Persons who do not have a 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 constructions 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 Rayagada Municipal Council 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 Rayagada Municipal Council based on the 'Urban Homeless Shelters, Manual and Guideline, of the Commissioners of Supreme Court in March 2012 (The manual was drafted by the Commissioner of the Supreme Court based on the direction of the Honourable Supreme Court of India dated 27th February 2012 in the writ petition civil-196/2001).

The SOP primarily aims at defining the various procedures that needs to be followed by the Executive Committee, the officials of the RMC, the City Level Coordinator, the Shelter Advisory Committee and the Non-Government Organizations (NGOs) or any other organization / institutions for the implementation of shelters and other basic services for the urban homeless. The Standard Operating Procedure (SOP) is placed at **Annexure-6** for reference.

The National Urban Housing & Habitat Policy (NUHHP), 2007 aims at Promotingsustainable development of habitat in the country with a view to ensuring 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 and thus the nation 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.

DindayalAntyodayaYojana-National Urban Livelihoods Mission (DAY-NULM): Aims at providing permanent shelterequipped with essential services to the urban homeless in a phased manner under the Scheme of Shelter for Urban Homeless (SUH).

Honourable Supreme Court of India declares:

- All cities covered under JNNURM and above 5 lakhs, to have one 24hrs, 365 days a year, homeless shelter with a capacity of 100 persons for every one lakh population.
- Basic amenities to include mattress, bed roll, blanket, portable drinking water, functional latrines, first aid, primary health facilities, de addiction and recreation facilities etc.
- 30% of these to be special shelters (Women, old and infirm, recovery shelters).

3. The Objective

The objective of this assignment is to engage an Agency such as Homeless person's collectives, Youth and Women's community based groups, Universities and Institutions, Nehru Yuva Kendra's, Unorganized worker's trade unions, NGOs and CSOs registered under the Societies Registration Act, 1860 and Trust Acts or other similar laws of the State Governments, Self Help Groups and committees recognised by the State Govt. / Urban Self Governments, Resident Welfare Associations and Public / Private Sector Companies or Associations for Operation & Management of the Shelter for Urban Homeless at**Near krushnachandraBhawan (Town Hall) in Rayagada Municipal Council (RMC).**

4. Scope of work for the Agency/Institution/NGO/Firm

The broad scope of work shall cover the following activities and the Agency/Institution/NGO/Firm is expected to adequately detail out these activities/components as part of their Technical Proposal.

The Agency/Institution/NGO/Firm is also free to suggest any alternatives/ changes to meet the objectives better, provided that such deviations are properly justified and implemented in an optimal manner.

The agencies are advised to examine the (Standard Operating Procedure) SOP carefully for Shelter for Urban Homeless, Rayagada Municipality to obtain the Role & Responsibilities of the Agency/NGO/Institution.

The Agency/Institution/NGO/Firm shall responsible:-

Task-1: To Create Awareness for the Homeless Persons

Task -2: Identification of Homeless persons & Rescue Operations

Task-3: Day to day Management of Shelter

Task-4: Provide Required Manpower

Task-5: Capacity Building of RMC Officials & members of Management Committee

Task-6: Collection of User Charges

Task-7: Submission Reports (Weekly/Monthly or as per required or instruction)

Task-8: Other Ancillary works of the Agency

Deliverables of the Agency/NGO/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. Shall submit consolidated report on **Workshop & Training**.
6. Preparation of **Data base** of residents and report submitted monthly
7. Formation of **Shelter Management Committee (SMC)** and its report.
8. Any other Report as per Instruction & required by the Competent Authority.

5. Instruction to Bidders

- A. The Bidders are invited to submit Technical and Financial proposals as per the given formats in separate sealed covers for consulting services required for the assignment.
- B. The selection would be based on the **Quality-cum-Cost Based Selection (QCBS)** procedure, subject to the Technical Proposal is in substantive compliance with the RFP requirements. The proposal will form part of the contract with the selected Agency/Institution/NGO/Firm.
- C. The Technical Proposal should be submitted along with a refundable EMD of **Rs. 12,000/-** in form of DD/ in favour of "**Executive Officer, Rayagada Municipality**", Rayagada.
- D. The Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiations. RMC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Project Management Agency.
- E. The selected bidder shall provide professional, objective, and impartial advice and at all times hold RMC's interest paramount.
- F. The Technical and Financial proposals to be submitted by the Bidders should be firm and valid for a period of **120** days from the last date of submission of the proposal.
- G. Bidders may request clarifications on the RFP document **within 7 calendar days** from the date of issue of this RFP. Any request for clarification must be sent in writing, or by E-Mail.
- H. At any time before the submission of Proposals, RMC may amend the RFP by issuing an addendum. The addendum shall be a part of the original RFP and shall be uploaded in the RMC website.
- I. The proposal (**Technical and Financial Proposal**) shall contain no interlineations or **overwriting**, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for Technical qualification, Technical and Financial proposals should respectively be in the prescribed formats given in the **Annexures 1 to 7**.
- J. An authorized representative of the bidders shall **initial all pages** of the Technical and Financial Proposals. The authorization shall be in the form of a written **power of attorney** accompanying the

Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

- K. The Agency/Institution /NGO/Firm will submit Manpower/Professionals as per **Annexure-4**.
- L. Technical Proposal shall be placed in a separate sealed envelopes clearly marked as,

“TECHNICAL PROPOSAL FOR OPERATION & MANAGEMENT OF THE SHELTER FOR URBAN HOMELESS AT _____ (Name of the Site) _____ UNDER RMC”

Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked as,

“FINANCIAL PROPOSAL FOR OPERATION & MANAGEMENT OF THE SHELTER FOR URBAN HOMELESS AT _____ (Name of the Site) _____ UNDER RMC”

The two envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall be clearly marked as,

“PROPOSAL FOR OPERATION & MANAGEMENT OF THE SHELTER FOR URBAN HOMELESS AT _____ (Name of the Site) _____ UNDER RMC”

M. The Proposals must reach RMC at the below mentioned address latest by **9th January 2019** till **5 pm**.

N. The proposals shall be sent by **Speed post/ by hand**.

Executive Officer

RAYAGADA MUNICIPAL COUNCIL
Email:-raygadam.hud@nic.in

6. Minimum Eligibility Criteria

To participate in the bidding process, the applicant shall meet the minimum technical and financial criteria:

I. Technical Criteria

LOCAL CONDITIONS for the Agency/Institution/NGO

- A. It is extremely important for an Agency/NGO/Institution to fully inform itself on all local conditions and factors which may have any effect on discharge of the agency's responsibilities as described herein bellow (Scope of Work).
- B. The Agency/NGO/Institution are advised to visit and examine the city and its surroundings and obtain for themselves on their own cost and responsibility all information that may be necessary for preparing the tender and later, if selected, for discharging the responsibilities of the Agency.
- C. The Rayagada Municipal Council shall not entertain any request for clarification from a (prospective / intending) tender, regarding such local conditions.
- D. It is the responsibility of the bidder that city conditions and other such factors have properly been investigated and considered while submitting the bid proposals.
- E. The Bidders must note that no claim whatsoever shall be entertained by the RMC nor any financial adjustments arising there from shall be permitted on account of failure of a bidder to appraise itself of local conditions.
- F. The Agency/NGO/Institution will make all arrangements for smooth effective management of as per need & urgency for better handle the situation in politely without any damage /gross loss of the organisation or of the implementing agency or of the RMC.

GENERAL CRITERIA for the Agency/NGO/Institution

- A. Should have experience in Govt., Govt. Office, and Public sector Department, have given preference & should have adequate man power for management of Shelter for Urban Homeless.

- B. Should be registered under the Indian Societies Act / Indian Trust Act / Indian Religious and Charitable Trusts Act / or as a not for profit Company under the Companies Act or the relevant state Acts for **at least five years** as on the 1st January 2013.
- C. Should have valid registrations such as Permanent Account Number (PAN) of the Income Tax Dep't. Service Tax Registration Number; Registration No. of the Agency/Firm, EPF, ESI & Sub commercial License.
- D. Should have at least **3 years' experience** in urban issues, such as Management of Homeless Shelters for Urban Homeless, Homes or Orphanages/Livelihood/Social Development/ Capacity Building/ Human Rights/ Women & Children & disabled Persons.
- E. Preferences will be given to the agencies having work experience in **trafficking, child Care and beggar's rehabilitation**.

ESSENTIAL CRITERIA for the Agency/ Institution/NGO/Firm

- A. An Agency/NGO/Institution must not have been blacklisted or placed under funding restriction by any Ministry or Department of the Government of India or CAPART or by a State Government (or its agency).
- B. The Agency/NGO/Institution must have successfully completed at **least 2 urban projects** in social Sector/ Experience in managing shelters, homes or orphanages.
- C. The Agency/NGO/Institution must not have any govt affiliation in any form :
Neither the Head of the Agency/NGO/Institution, nor any employee of the Agency, should be either a Govt. /Semi Govt. employee or the employees of any Govt.-undertaking in any (casually/ contractually directly or indirectly) form.
- D. The Agency/NGO/Institution must not have any political affiliation in any form:
The head of the Agency/NGO/Institution and its employees must not be relative of any elected representatives such as MPs, MLAs, Councillors or ULBs, elected representatives of Panchayat Raj Institutions.
- E. The Agency/NGO/Institution must submit only the audited financial statements/reports as the evidence of turnover. Please note that this proof of turnover must be part of the technical proposal and not the financial proposal.
- F. Resolution of Executive/ Governing committee meeting authorizing the person to sign tender document.

II. Financial Criteria:

Min. annual average turnover of the Applicant (lead partner in case of consortium) shall be **INR 10 lakhs** or more during the last 3 financial years i.e. **2015-16 , 2016-17 & 2017-18**. The bidders need to provide audited statements to support their claim.

Note:

- A. Bidder must submit a Proof of registration of the legal entity.
- B. Audited Balance Sheets of the last three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for average annual turnover shall be certified by a Chartered Accountant).
- C. Bidder must submit copy of work orders and its completion certificates of assignments issued by the client.

7. Bid Evaluation Methodology

Evaluation of the Technical and financial proposals will be based on **Quality cum Cost Based Selection (QCBS)** mode with weighted average of **80:20** for technical and financial proposals respectively.

A. Evaluation of Technical Bid:

The technical proposal shall be evaluated in three phases.

- a) In the first phase the Technical Proposals shall be evaluated on the basis of minimum eligibility criteria as mentioned in **above**.
- b) In the second phase eligible firms from the first phase will be invited for presentation in RMC. The presentation format is elaborated in **TableNo. 2**.

Technical Bid Evaluation Criteria

TABLE-1		
SI No	Summary of Technical Proposal Evaluation Forms	Score Weight
	Years in existence	
1	5 marks for 2 years of existence- 1 marks for each additional year maximum 10 marks	10
	Presence in Odisha	
2	5 marks for 3 years of presence- 1 marks for each additional year maximum 10 marks	10
	Experience in Similar works in Urban Odisha	
3	10 marks for 2 similar projects- 2 marks for each additional similar project maximum 20 marks	20
	Experience of similar works in last 2 years /continuing	
4	5 marks for similar projects for last 2 years- 2 marks for each additional year maximum 15 marks	15
	Organizational Financial strength	
5	10 marks for Rs. 10 lakhs turn over for last three years- 1 marks for each additional Rs. 5 lakhs turn over maximum 15 marks	15
Total		70

B. Technical Presentation:

The eligible firms from the first phaseshall be required to make presentations up to 15 minutes to demonstrate their relevant credentials before the RMC.

The Technical Scoring (Ts) of participants shall be as per the point scoring methodology. RMC may include a panel of experts to evaluate the technical presentation. The bidders shall be invited for a PowerPoint presentation in front of the committee. The presentation shall broadly cover the following aspects:

TABLE-2 <u>Presentation before the Technical Selection Committee</u>		
SI No	Adequacy of the proposed work plan and methodology in responding to the TOR:	Score Weight
1	Understanding the Project Understanding of scope of work and way forward if Selected	5
2	Past Similar Experience(Two Projects)	5
3	Approach and Methodology with new technics	10
4	CV of Shelter Co-ordinator and Shelter home Manager with experience relevant work	10
Total		30
(Table-1 +Table-2)=Grand Total		100

C. Opening of Financial Proposal

The financial proposals of all the bidders who will be invited for presentation shall be opened.

Financial Score: The lowest financial proposal will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

$$Fs = 100 \times FM1/F1$$

(F1 = amount of Financial Proposal as proposed by the applicant; FM1 = Lowest financial quote)

Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (Ts) and financial (Fs) scores as follows:

$$S = Ts \times Tw + Fs \times Fw$$

(Where **S** is the combined score, and **Tw** and **Fw** are weights assigned to Technical Proposal and Financial Proposal that shall be **0.80** and **0.20** respectively).

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP document.

8. Deliverables of the Agency/NGO/Institution

- A. Preparation & submission of **Operation plan report** within 7 days of issue of work order
- B. Monthly submit consolidated Report on **collection of Users Charges**.
- C. Monthly Submit consolidated Report on **Night Survey & rescue operation**
- D. Monthly Submit consolidated Report on **Shelter Management**.
- E. Shall submit consolidated report on **Workshop & Training**.
- F. Preparation of **Data base** of residents and report submitted monthly
- G. Formation of **Shelter Management Committee (SMC)** and its report
- H. Any other Report as per Instruction & required by the competent Authority
- I. Submission of **Monthly Progress Report (MPR)** by 5th of every month as per **Annexure-7**

9. Period of Consultancy:

The Contract period with the selected Firm shall be valid for a period of **24 months** from the date of execution of the contract agreement, extendable upon satisfactory performance.

10. 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 **Rs.20,000/- (Rupees Twenty thousand only)** of a scheduled nationalized bank payable at Rayagada, favouring the **Executive officer , Rayagada Municipality Council**; or in the form of a Performance Bank Guarantee, from a scheduled nationalized bank with a branch in Rayagada, for Rupees **Rs.20,000/- (Rupees Twenty thousand only)** with a validity of one year. The Performance Bank Guarantee will be in accordance with the pro-forma bank guarantee given in **Annexure-2**.

11. Site Visit & Verification of Information

The interested bidders are encouraged to submit their proposal after visiting the Project site and ascertaining themselves the site conditions, location, surroundings, climate, access to the site, applicable laws, guidelines, regulations or any other matter considered relevant by them.

12. Signing of Agreement

The selected firm will have to sign a Contract Agreement in non-judicial stamp paper of adequate denomination with RMC within **7 days** from Issuance of Letter of Award given in **Annexure -3**

13. 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 Firm. Upon default of service, the RMC would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, the RMC would also have the right to terminate the agreement with the selected firm.

14. Number of Proposals

A bidder is eligible to submit **separate proposal for each Shelter**.

15. Tender Document Fee

Non-refundable Tender Document (downloaded from www.rayagadamunicipality.in) cost in shape of Demand Draft/Pay order from any scheduled commercial bank in favour of **Executive Officer, Rayagada Municipality Council**, Rayagada payable at Rayagada for **Rs. 2000/- (Rupees TwoThousands only)** is to be furnished by the bidder along with the technical Bid. Bid without the requisite tender Document cost shall be treated as non-responsive and rejected. The mentioned Tender cost is inclusive of the GST.

16. Earnest Money Deposit (EMD)

EMD in shape of Demand Draft / Pay order from any scheduled commercial bank in favour of **Executive Officer, Rayagada Municipality Council**, Rayagada Municipality payable at **Rayagada for Rs.12,000/- (Rupees twelve thousand only)** is to be furnished by the bidder along with the Technical Bid. Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying in RMC, Rayagada is allowed. Unsuccessful bidder's EMD will be discharged / returned within **60 days** from the date of execution of the agreement between RMC and the selected firm. No interest will be paid on EMD.

The EMD may be forfeited in following conditions:

- (a) If a Bidder withdraws its Bid during the period of validity of the Bid,
- (b) In case of a successful bidder, if the bidder fails to execute the work assigned.

17. Validity of Bid

Proposal shall remain valid for **120 days** from the last date of submission of Proposal. A Proposal valid for a shorter period shall be rejected as non-responsive.

18. Disputes

All legal disputes are subject to the jurisdiction of RAYAGADA court only.

19. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the bidder has:

- A. made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism;
- B. received all relevant information requested from RMC;
- C. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of RMC;
- D. satisfied itself about all matters, things and information necessary and required for submitting the

proposal and performance of all of its obligations there under;

- E. acknowledged that it does not have a conflict of interest with any other Agencies/ Firm; and
- F. Agreed to be bound by the undertaking provided by it under and in terms hereof.

RMC shall not be liable for any omission, mistake or error on the part of the firm in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the RMC.

20. Right to reject any or all Proposals

Notwithstanding anything contained in this invitation document, RMC reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

RMC, also, reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the firm does not submit sufficient information as being asked for

21. Penalty

RMC shall deduct 1% of the work order value at each stage for delay of submission of reports beyond 3 weeks.

22. Language

The Proposal and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the formats provided in this invitation document.

23. Late Submission

Proposal received after the deadline for submission prescribed by RMC will not be entertained and be rejected.

24. Modifications and Withdrawal of Proposals

No modifications to the Proposals shall be allowed once it is received by RMC, Rayagada.

25. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by RMC to the selected bidder and the 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 is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by RMC and the next eligible firm may be considered for the project.

26. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the selected firm, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of LOA. The selected bidder shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

27. Commencement of Assignment

The selected bidder shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, RMC may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same by RMC.

28. Consortium

The bidders are not allowed to form consortium for participating in the project.

29. Proprietary data

All documents and other information provided by RMC or submitted by the bidder to RMC shall remain or become the property of RMC. The bidders are to treat all information as strictly confidential. The RMC will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to RMC in relation to the Consultancy shall be the property of RMC.

30. Bidding Parameter

The bidder is required to submit his/her bid the tender with clear break up of each component including of 1% unforeseen contingency per day per month specifically .

The bidding parameter shall be percentage (%) of the Project Cost, **exclusive** of Service Tax.

Covering Letter

(On the Letterhead of the applicant)

To:

**The Executive Officer
Rayagada Municipality**

Sir,

We, the undersigned, offer to provide the **Service for Operation & Management of the Shelter for Urban Homeless at _____ (Name of the Site) _____ under RMC** in accordance with your Request for Proposal dated _____. We are hereby submitting our Proposal, which includes this Technical and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms and conditions of the Request for Proposal.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Thanking You,

Yours Sincerely,

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Details of Applicant

(On the Letter Head of the Applicant)

(a) Name of the firm/company :

(b) Name of the contact person :

(c) Designation :

(d) Company/Firm :

(e) Address :

(f) Telephone number :

(g) E-mail address :

(h) Fax number :

(i) Mobile number:

(j) Annual Turnover:

2015-16:

2016-17:

2017-18:

**Duly signed by the Authorised Signatory of the Applicant (Name, Title and
Address of the Authorised Signatory)**

Signed and sealed by a Chartered Accountant

Membership No:

Annexure-1

PROPOSAL SUBMISSION FORM

Date:

To

The Executive Officer

Rayagada Municipality

Sub: Technical Proposal against RFP for engaging Agency to undertake **Operation & management of Shelter for Urban Homeless at _____ (Name of the Site) _____ under RMC**, implementation of DAY-NULM in Rayagada.

Dear Madam/Sir,

1. With reference to your RFP document dated _____, I/we, having examined the RFP Documents and understood their contents, hereby submits our Proposal for Operation & management of Shelter for Urban Homeless at _____ **(Name of the Site)** _____ under RMC.
2. The Proposal is unconditional and unqualified.
3. All information provided in the **Proposal** and in the **Forms & Annexure** is true and correct. This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.
4. We shall make available to the RMC any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the RMC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 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.
7. **We declare that:**
 - a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by RMC.
 - b. We do not have any conflict of interest in accordance with the RFP document;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the RMC or any other public sector enterprise or any government, Central or State; and

- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions 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,
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. We declare that we have no business relationship with any other firm submitting a Proposal for the Project.
10. 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.
11. 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.
12. 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.
13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate the RMC of the same immediately.
14. 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 RMC 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.
15. In the event of our being declared as the successful applicant, we agree to enter into an Agreement in accordance with the draft attached in the RFP document.
16. We have studied all the RFP Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the RMC or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
17. The Assignment Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
18. We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
19. We agree to keep this offer valid for **120 (one hundred and twenty) days** from the Proposal Due Date specified in the RFP.
20. We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof,

I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Form-2

Annexure-1

Organisational Structure

SI no	Subject head / Particulars	
1	Name, address, telephone & Fax number of the bidder:	
2	Registration No. (Incorporate certificate No. and Date etc. as applicable)	
3	Name ,Address, Telephone and Fax No of the Head of the Organization / Agency	
4	No of full time Project Management staff working in your organization / Agency for last 3 Years.	
5	No of Technically Qualified Staff engaged on Full-Time Basis in your Organization / Agency for last 3 Years.	
6	No of Non-technical Project Management staff engaged in full time basis in your Organization / Agency for last 3 Years.(Incorporate a brief profile of Project Management Non-Tech Staff)	
7	No of Technical and Non-technical Project Management Staff turnover during last 3 years (Incorporate a list of the staff, designation, and year of leaving the Organisation / Agency).	
8	Year wise turnover of the Organization/ Agency over last 3 years	

9	List of Projects & its Funding Agency in last 3 years	
10	List of Similar Projects or Equivalent projects & its Funding Agency in last 3 years	
11	List the years of experiences the bidder possesses related to support field Survey / Social Mobilisation / Community Participation / Operation & Management Of Shelter for Homeless / Orphan / Destitute persons in Municipality / Development Authorities / Other Relevant Govt. Agencies During Last Four Years	

Format –A of Form 2 Annexure-1

SI No.	Name Of the Project	Sponsoring Agency/ Govt Dept./Other Client	Duration	Coordinator of the Project	No of Fulltime Staff involved	No of Consultant Hired	Location	Value of the Contract
01								
02								

***The Bidder should submit copies of order from client with scope of work and project value and work completion Certificate.**

Format –B of Form 2 Annexure-1

List at least 02 assignments related to 'Operation & Management of Shelter or equivalent Project' status in urban areas on the following format:

SI No.	Name Of the Project	Sponsoring Agency/ Govt Dept./Other Client	Duration	Coordinator of the Project	No of Fulltime Staff involved	No of Consultant Involved	Location	Value of the Contract
01								
02								

*** The bidder should submit copies of order from client with scope of work and project value and work completion certificates.**

Form 3**Annexure-1**

What had been the approaches and methodologies followed by your organization / agency for Operation & Management of the Shelter for Urban Homeless at _____ (Name of the Site) _____ under RMC mentioned in Form 2 (Present a Diagrammatic presentation of project management structures)

Approach & Methodology

This Form is to enable the bidders to demonstrate their responsiveness to the requirements.

1. List out in bullet points what are the 'Major Deliverables' of the bidder under Operation & Management of the Shelter for Urban Homeless at _____ (Name of the Site) _____ under RMC.
2. Frame-in the proposed methodologies and approaches along with the work plan in a tabular form against 'Each of the Major Deliverables'.
3. List out at least 05 major challenges, including those that may be peculiar to the city where surveys/Mobilisation or Rescue operation are to be conducted, that you contemplate to encounter in course of executing the assignment and how would you overcome those challenges.
4. List out at most in 10 sentences your methodologies and approaches towards 'Quality Control' of the Operation & Management of the Shelter for Urban Homeless at _____ (Name of the Site) _____ under RMC mentioned above.

Format of Bank Guarantee

In consideration of the Executive Officer , Rayagada Municipality, Rayagada (hereinafter called the "Client") having offered to accept the terms and conditions of the proposed agreement (hereinafter called the "said Agreement") between Rayagada Municipal Council (RMC) Rayagada, and M/s.....(hereinafter called the "said Bidder") for the work of Operation & management of Shelter for urban Homeless at _____ (Name of the Site) _____ in RMC Area having agreed to production of an irrevocable bank guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the Bidder for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We _____
(Hereafter referred to as the "Bank") hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
2. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor/Agency/Firm(s) shall have no claim against us for making such payment.
3. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
4. We further agree with the Client that the Client shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
7. This guarantee shall be valid up to..... unless extended on demand by the Client notwithstanding anything mentioned above, our liability against this

Guarantee is restricted to Rs. _____ (Rupees _____
only) and unless a claim in writing is lodged with us under this Guarantee shall stand
discharged dated _____ the _____ day
of _____ for _____.

Signature of the Authorised Officer of the bank

Name & Designation of the Officer

Seal, Name & Address of the Branch

Address of the bank

DRAFT CONTRACT

THIS CONTRACT ("Consultancy CONTRACT") is made on the _____ day of _____ 2018 at -----
----- (Name of the ULB/Corporation).

BETWEEN:

----- (Name of the ULB/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" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

AND

Name of the organisation, a company / firm having its registered / head office at

----- (hereinafter referred to as the "Consultant" 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 Consultant are, collectively, referred to "Parties".

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

AND WHEREAS the Consultant 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	:-	Services to be provided by the Agency
Appendix 3	:-	Applicable Fees and Charges payable to the Agency and accepted by the ULB.

This Contract constitutes the entire Contract between the Parties in respect of the Consultant'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 Consultant shall start the Services on [insert start date] ('the Start Date') and shall complete them by [insert end date] ('the End Date') unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Consultant of its obligations under this Contract.

For and on behalf of the Corporation

Name:

Date:

For and on behalf of Consultant

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

Appendix-1 – General Conditions of Contract

1. DEFINITIONS

- **‘the Consultant’** means the person, partnership or company with whom this Contract is placed.
- **‘the Consultant’s Representative’** means the Project Coordinator who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- **‘the Consultant’s Personnel’** means any person instructed pursuant to this Contract to undertake any of the Consultant’s obligations under this Contract, including the Consultant’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 Consultant
- **‘Contract Documents’** means the documents listed in the Contract Agreement, including any amendments thereto.
- **‘Contract Price’** means the price payable to the Consultant 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 Consultant, 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 Consultant, or ULB’s and Consultant’s officers, directors, partners, managers, employee or agents. The Consultant, 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 **24 months** 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 Consultant shall, raise an invoice, based on the rate as approved under the RFP and recorded in **Appendix 3**.

6. PENALTY FOR DEFAULT

Penalty at the rate of 1% cost of the balance / delayed work, per week of delay shall be levied on the Consultancy Fee subject to a maximum of 10% of the total cost of Services. In the event of total default / failure by the Consultant in providing Services, the ULB reserves the right to get the Services executed by any other Consultant at the cost and risk of the Second Party.

7. TERMINATION OF THE CONTRACT

This Contract shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as described below:

Suspension or Termination without Default of the Consultant

The ULB may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination. Where this Contract has been so suspended or terminated the Consultant shall:

- a. take such steps as are necessary to terminate the provision of the Services, in a cost-effective, timely and orderly manner; and
- b. provide to the ULB, not more than 10 days after the ULB notifies the Consultant of the suspension or termination of this Contract an account in writing, stating any costs due before the date of suspension or termination; Subject to the ULB's approval, such amount shall be paid to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due.

Suspension or Termination with Default of the Consultant

The ULB may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the ULB, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.

Where this Contract is suspended and the Consultant subsequently fails to remedy the dissatisfaction, the ULB may terminate this Contract forthwith.

The ULB may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a. the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
 - b. the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of Clause 10 of this Contract; or
 - c. the Consultant is an individual or a partnership and at any time:
 1. becomes bankrupt; or
 2. is the subject of a receiving order or administration order; or
 3. makes any composition or arrangement with or for the benefit of the Consultant's creditors; or
 4. makes any conveyance or assignment for the benefit of the Consultant's creditors; or
- a. the Consultant is a company and:
- (1st) an order is made or a resolution is passed for the winding up of the Consultant; or
 - (2nd) a receiver or administrator is appointed in respect of the whole or any part of the undertaking

of the Consultant.

- b. the Consultant is a partnership or a company and there is a Change in Control.

However, the Contract will continue if the ULB states that it has 'no objection' to the continuation of the Contract after the Change in Control.

Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the ULB's other remedies, which includes encashment of the Performance Bank Guarantee given by the Consultant's bank, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

8. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a) Conduct survey of Urban Homeless persons in the Rayagada City
- b) Conduct Awareness programmes for Shelter for Urban Homeless regarding its and its centre address & its services through Leaflets, Posters, Wall painting, Banner, FGD, Area Sabha/meetings in Rayagada City.
- c) Conduct rescue operation of Urban Homeless in Rayagada city as and when required.
- d) Operate & Manage the Shelter as per the Standard Operating Procedure (SOP) for Shelter for Urban Homeless,
- e) Collection of User charges as per Guidelines /instructions of the Authority /Act & Rules.
- f) Operating & managing the Shelter for urban Homeless at _____ (Name of the Site) _____ under RMC by engaging suitable personnel in a smooth and safety way.

9. INDEMNIFICATION

Consultant shall indemnify, defend and hold the ULB harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against the ULB by reason of or arising out of Consultant's, gross negligence or wilful misconduct with respect to Consultant's duties and activities within the scope of this Contract. Except for Consultant's gross negligence or wilful misconduct, the ULB shall indemnify, defend and hold Consultant and its partners, directors, officers, agents, servants and employees (collectively, the "Consultant 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 Consultant

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

The ULB shall indemnify, defend and hold Consultant 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 Consultant 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 Consultant upon which the Consultant shall rely in providing the Services.

Limitation of Liability

Consultant'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 Consultant 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.

10. CONFIDENTIALITY

The Consultant shall treat the details of the output of the Services as confidential and for the Consultant'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.

11. COMPLIANCE WITH LAWS

The Consultant 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.

12. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by the laws of the Union of India. The Courts of Rayagada shall have jurisdiction over all matters arising out of or relation to this Contract.

13. DISPUTE RESOLUTION 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 Rourkela.

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.

14. 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.

15. 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.

16. 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.

17. 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.

18. VARIATIONS

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

19. PERFORMANCE BANK GUARANTEE

The Consultant has submitted to the ULB a Performance Bank Guarantee as under:

[Details as applicable to be filled in]

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Consultant]*

PERFORMANCE GUARANTEE NO: Dated:

ULB's Name:

Address of the ULB:

Dear Sir,

We have been informed that [*insert complete name of Successful Bidder*] (hereinafter called "the Successful Bidder") has received a Letter of Intent issued by you for entering into a Contract with you, for the undertaking survey works as fully described in your RFP no _____, dated _____

(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the said RFP a Performance Guarantee is required as condition precedent for entering into the Contract.

At the request of the Successful Bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding [*insert amount-10% of the value of the contract*] in figures and words upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This Guarantee shall expire no later than the [*insert number*] day of [*insert month*] [*insert year*], and any demand for payment under it must be received by us at this office on or before that date. [*In preparing this Guarantee, the Purchaser might consider adding the following text to the Form*] We agree to a one-time extension of this Guarantee for a period not to exceed [*six months*] [*one year*], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Contractor]

Appendix-2- Services to be provided by the Agency

Mentioned in the Annexure-6 i.e.-Handout for Operation & Management of shelter for urban homeless under DAY-NULM at point no-03.

Appendix-3 - Applicable Fees to the Agency and accepted by the ULB

The ULB shall pay the Consultant a fee of Rs..... (Indian Rupees_____only) per month. This fee / price for Consultant's services payable by the ULB for the services of the Consultant is all inclusive; it includes all costs and profits of the Consultant in connection with Operation & Management of Shelter for Urban Homeless at_____(Name of the Site)_____ in RMC area, Rayagada City and also includes all national or state taxes.

Annexure-4**1- Shelter Coordinator/Manager (1)****Nature of the Job**

To be responsible to provide technical support in ensuring effective, quality services delivery of the Shelter. S/he will provide technical expertise in designing, technical inputs, guidance, carrying out operation & management of the Shelter activities and coordinate with relevant officials/members and stakeholders/Homeless persons.

Minimum Qualifications:

1. Master's Degree in Social work, public health, environmental/social science/Urban Development /Rural management and/or equivalent discipline with special knowledge and experience in urban development, urban issues ,water, sanitation and hygiene at the local and national level with relevant sector work at least 2 years.
2. Good knowledge and experience of participatory approaches in programme/project development and implementation and have Good knowledge of government procedures will give preference.
3. Excellent interpersonal verbal and written skills including presentation skills Understanding of project planning and implementation.
4. Computer proficiency in MS Office & Internet browsing

Core Competencies:

- 1) **Self-motivation:** Displays timeliness and accuracy in carrying out their role, by their personal energy and enthusiasm and willingness to learn to exceed expectations in their role.
- 2) **Drive for results:** Demonstrate level of responsibility and accountability in meeting commitments and objectives. Illustrate by evidence of seeking better ways of doing things, looking to improve on status quo and willingness to deal with difficult situations that effect output of their role.
- 3) **Planning and organizing:** Ability to process requirements of role effectively. Is able to gather and use resources effectively. Is able to prioritize their and /or their teams' workload appropriately and review and amend priorities and actions as and when required.
- 4) **Initiative:** Ability to work independently, within a set context; to act on current or future problems or opportunities; to respond creatively and effectively to the unexpected. Displays a curious and questioning approach in their role and environment.
- 5) **Teamwork:** Ability and inclination to work co-operatively with others. Will recognize the value of sharing ideas, knowledge and information with others and takes personal responsibility for doing so.
- 6) **Managing relationships:** Ability to understand and react appropriately to motivations that drive colleagues' behaviour. Is sensitive to cultural differences, gender and social inclusion and behaves appropriately.
- 7) **Knowledge Management:** Able to synthesize information, learns and shares with others. Recognizes value of sharing knowledge and takes personal responsibility for doing so.

Key Role & Responsibilities

1. Actively Coordinate and support the supervising authority and committee member

2. Management & Decentralisation of duties among the Caretakers & keep the record & register perfectly also Collection of Users Fee through money receipt and maintenance of register & deposit in Bank.
3. Up-gradation of livelihood of Homeless persons through Counselling among the homeless persons & conduct all training programmes & Capacity building activates for the officials/line departments as well as homeless persons
4. Liaison with different offices for assistance of govt. /Non govt. facilities for homeless persons so far as (Standard Operating Procedure) SOP of shelter for urban homeless, Rayagada is concerned.
5. Focus Group Discussion (FGD) with residents for their living/earning/any other health problem regularly.
6. Coordination & arrangement for conducting health check-up programme for homeless persons.
7. Actively responsive to all senior official of RMC& H& UD department Govt. of Odisha.

Form-1
Annexure-4

1- Format for CV of Shelter Coordinator/Manager

Name :

Post :

Date of Birth&Age:

Highest Qualification:

SL	Exam Passed	College/Institution/University	Year	Subjects	Division & Percentage
1					
2					
3					
4					

Professional Qualification:

SL	Exam Passed	College/Institution/University	Year	Subjects	Division & Percentage
1					
2					
3					
4					

Current Position if any

SL	Post	Agency/NGO/ Institution	From Year & Name of Project	Role & Responsibilities
1				

Past Work Experience

SL	Post	Agency/NGO/ Institution	From__To__& Name of Project	Role & Responsibilities
1				
2				
3				
4				

Training Attend/Exposure if any

SL	Name of Training	Name of Organisation	Key Points of Training	Duration of Training
1				
2				
3				
4				

Languages

SN	Language	Read			Speak			Write		
		Poor	Average	Good	Poor	Average	Good	Poor	Average	Good
1	Odia									
2	Hindi									
3	English									
4	Other									

Membership of professional bodies if any

Publications, if any:

Declaration

Above mentioned facts are true to best of my mind and knowledge.

Place:

Date:

Signature of Candidate

2-Social Mobilizer(1)

Nature of the Job

Overall responsible for Social awareness & active participation of the Urban Homeless persons and activities for rescue the homeless persons as per the SOP of Shelter for Urban homeless,Rayagada.

Minimum Qualifications:

- Master's Degree in Social work, public health, environmental/social science/P G Diploma in Urban Development /Rural management and/or equivalent discipline with special knowledge and experience in urban development, urban issues ,water, sanitation and hygiene at the local and national level with at least 2 years' experience
- Good knowledge and experience of participatory approaches in programme/project development and implementation.
- At least 1year experience in Social mobilisation/ networking/ community participation in Govt project/or equivalent project in INGO/National/State level NGO sector.
- Excellent interpersonal verbal and written skills including presentation skills Understanding of project planning and implementation.
- Computer proficiency in MS Office & Internet browsing

Core Competencies:

1. **Self-motivation:** Displays timeliness and accuracy in carrying out their role, by their personal energy and enthusiasm and willingness to learn to exceed expectations in their role.
2. **Drive for results:** Demonstrate level of responsibility and accountability in meeting commitments and objectives. Illustrate by evidence of seeking better ways of doing things, looking to improve on status quo and willingness to deal with difficult situations that effect output of their role.
3. **Planning and organizing:** Ability to process requirements of role effectively. Is able to gather and use resources effectively. Is able to prioritize their and /or their teams' workload appropriately and review and amend priorities and actions as and when required.
4. **Initiative:** Ability to work independently, within a set context; to act on current or future problems or opportunities; to respond creatively and effectively to the unexpected. Displays a curious and questioning approach in their role and environment.
5. **Teamwork:** Ability and inclination to work co-operatively with others. Will recognize the value of sharing ideas, knowledge and information with others and takes personal responsibility for doing so.
6. **Managing relationships:** Ability to understand and react appropriately to motivations that drive colleagues' behaviour. Is sensitive to cultural differences, gender and social inclusion and behaves appropriately.
7. **Knowledge Management:** Able to synthesize information, learns and shares with others. Recognizes value of sharing knowledge and takes personal responsibility for doing so

Key Role & Responsibilities

1. Creation of awareness among the homeless persons to take the shelter in the Urban Homeless Shelter
2. To disseminate information on Homeless Shelter through appropriate means understandable to all sections of the City/slum dwellers/Urban Homeless highlighting the Locality/ address of the Shelter for urban Homeless in local (Odia) language/ or in Hindi language
3. To promote involvement of citizen's forums, area Sabha, and institutionalization of process for community engagement.
4. To Mobilise the homeless persons day & night as it is required
5. Identification & gather information about the homeless persons in the city
6. Regularly conduct meetings at slum/Sahi/Gali/ Bus stand/Railway Station & other places in RMC area/Rourkela City as and when required
7. Will keep coordinate with the Shelter Coordinator/ Manager and rescue the Homeless persons in the specified Area.

Form-2
Annexure-4

2- Format for CV of Social Mobilizer

Name :

Post :

Date of Birth & Age:

Highest Qualification:

SL	Exam Passed	College/Institution/University	Year	Subjects	Division & Percentage
1					
2					
3					
4					

Professional Qualification:

SL	Exam Passed	College/Institution/University	Year	Subjects	Division & Percentage
1					
2					
3					
4					

Current Position if any

SL	Post	Agency/NGO/ Institution	From Year & Name of Project	Role & Responsibilities
1				

Past Work Experience

SL	Post	Agency/NGO/ Institution	From__To__ & Name of Project	Role & Responsibilities
1				
2				
3				
4				

Training Attend/Exposure if any

SL	Name of Training	Name of Organisation	Key Points of Training	Duration of Training
1				
2				

3				
4				

Languages

SN	Language	Read			Speak			Write		
		Poor	Average	Good	Poor	Average	Good	Poor	Average	Good
1	Odia									
2	Hindi									
3	English									
4	Other									

Membership of professional bodies if any

--

Publications, if any:

--

Declaration

Above mentioned facts are true to best of my mind and knowledge.

Place:

Date:

Signature of Candidate

Form-3
Annexure-4

3- Caretakers/ Caregivers (3)

Nature of the Job

Everyday respectively responsible to take care of Homeless persons/inhabitants in the Shelter and activities for rescue the homeless persons with disable as per the SOP of Shelter for Urban homeless, Rayagada.

Minimum Qualifications:

- Intermediate/Graduate at any discipline with special knowledge and experience in urban development, urban issues, water, sanitation and hygiene with at least 2 years' experience.
- Good knowledge and experience of hospitalise work.
- At least 1year experience in Hospitalise work in PHC/Private clinic/Nursing home/ Kanya Ashram/ Child welfare Centre or in Govt project/or equivalent project in INGO/National/State level NGO sector.

Core Competencies

1. **Time management:** Management of timeliness and delivery of the output inscheduled time in carrying out their role
2. **Pleasing personality & positive attitude towards poor & vulnerable:** the person must have equality approach to all, cast creed & colour& religion.
3. **Social Service:** must have an outstanding record of on social services.
4. **Sincerity &Hard work:** the person must have a dedication to hard work

Key Role & Responsibilities

1. Perform the duty as the timing allotted by Manager
2. Always responsible to cleanness of the Shelter & its periphery
3. Keep clean all toilets/ roof and washable garments/items
4. Regularly attaining the centre in time
5. Prior arrangement needs to be made in consultation with Manager, if any leave requires.

Form-3 Annexure-4

3- Format for CV of Caretakers/Care Givers

Name :

Post :

Date of Birth & Age:

Highest Qualification:

SL	Exam Passed	College/institution/University	Year	Subjects	Division & Percentage
1					

2					
3					
4					

Professional Qualification:

SL	Exam Passed	College/Institution/University	Year	Subjects	Division & Percentage
1					
2					
3					
4					

Current Position if any

SL	Post	Agency/NGO/ Institution	From Year & Name of Project	Role & Responsibilities
1				

Past Work Experience

SL	Post	Agency/NGO/ Institution	From__To__& Name of Project	Role & Responsibilities
1				
2				
3				
4				

Training Attend/Exposure if any

SL	Name of Training	Name of Organisation	Key Points of Training	Duration of Training
1				
2				
3				
4				

Languages

SN	Language	Read			Speak			Write		
		Poor	Average	Good	Poor	Average	Good	Poor	Average	Good
1	Odia									
2	Hindi									
3	English									
4	Other									

Membership of professional bodies if any

--

Publications, if any:

--

Declaration

Above mentioned facts are true to best of my mind and knowledge.

Place:

Date:

Signature of Candidate

FINANCIAL BID

To

The Commissioner
Rourkela Municipal Corporation
Rourkela

Sub: **Financial Proposal for Operation & Management of Shelter for Urban Homeless at _____(Name of the Site)_____ under RMC.**

Sir,

1. We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP. Bidding parameter is _____ % of the monthly project cost for “operation and management of shelter for Urban Homeless under Rourkela Municipal Corporation for one (01) location of 50 beds”.

N.B: The expected parameters for calculation of the project cost are

1. Electricity Charges and minor maintenance,
2. Bed, Mosquito Net, Bed Sheet, Blanket and Pillow
3. 100% subsidized meals for 1/10th of inmates or actual (who are old, physically challenged, infirm and unable to pay).
4. One Manager/Shelter Coordinator (Full time)
5. Social Mobilizer- (01)
6. Three (03) Caregivers
7. Sanitation Workers (Part-time)
8. Misc. Expenditure

The Project cost shall be finalized by RMC when the selected Agency submits the operational plan report within 7 days of issue of work order.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal.
3. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988” We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address

UNDERTAKING

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on _____.

Date:____/____/2018

Place:

Signature of Bidder

Name of Signatory

Name of the Agency/NGO/Firm

Seal of the Agency/NGO/Firm

Annexure-6

Handout
For
OPERATION & MANAGEMENT
OF
SHELTER FOR URBAN HOMELESS UNDER DAY-NULM

Prepared By:

**Rayagada Municipal council
Rayagada**

OPERATION & MANAGEMENT OF SHELTER FOR URBAN HOMELESS UNDER DAY-NULM

The National Urban Housing & Habitat Policy (NUHHP), 2007 aims at Promoting sustainable development of habitat in the country with a view to ensuring 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 and thus the nation 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.

National Urban Livelihoods Mission (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).

HONORABLE SUPREME COURT OF INDIA DECLARES:

All cities covered under JNNURM and above 5 lakhs, to have one 24hrs, 365 days a year, homeless shelter with a capacity of 100 persons for every one lakh population.

Basic amenities to include mattress, bed roll, blanket, portable drinking water, functional latrines, first aid, primary health facilities, de addiction and recreation facilities etc.

30% of these to be special shelters (Women, old and infirm, recovery shelters)

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.

Abbreviations		
1.	BPL	Below Poverty line
2.	RMC	Rayagada Municipal Council
3.	BSUP	Basic Services to Urban Poor
4.	CO	Community Organizer
5.	CHO	City Health Officer
6.	CLC	City Level Coordinator
7.	CMO	Chief Medical Officer
8.	CWC	Child Welfare Committee
9.	EOI	Expression of Interest
10.	FGD	Focus Group Discussion
11.	MIS	Management Information Systems
12.	MOU	Memorandum of Understanding
13.	NGO	Non-Government Organization
14.	NULM	National Urban Livelihood Mission
15.	NUHM	National Urban Health Mission
16.	PDS	Public Distribution Service
17.	RSBY	Rashtriya Swasthya Bima Yojana
18.	RFP	Request for Proposal
19.	SAC	Shelter Advisory Committee
20.	SI	Sanitary Inspector
21.	SMC	Shelter Monitoring Committee
22.	SOP	Standard Operating Procedure
23.	SULM	State Urban Livelihood Mission
24.	SWD	Social Welfare Department

1. Definition of Homeless Persons

Persons who do not have a 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 constructions 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.

1.1 Guiding Principles

The Rayagada Municipal Council 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.

1.2 Standard Operating Procedure

The standard operating procedure (SOP) is a guidebook developed for the Rayagada Municipal Council based on the 'Urban Homeless Shelters, Manual and Guideline, of the Commissioners of Supreme Court in March 2012 (The manual was drafted by the Commissioner of the Supreme Court based on the direction of the Honourable Supreme Court of India dated 27th February 2012 in the writ petition civil-196/2001). The SOP primarily aims at defining the various procedures that needs to be followed by the Executive Committee, the officials of the RMC, the City level Coordinator, the Shelter Advisory Committee and the Non-Government Organizations (NGOs) or any other organization / institutions for the implementation of shelters and other basic services for the urban homeless.

1.3 Standardized Procedure

The services to be provided to the urban homeless will be guided through participatory and standardized procedures. These activities involve various processes such as;

1. **Identification**
2. **Rescue**
 - Homeless without special needs
 - Homeless with special needs
3. **Admission**
 - At the time of Admission
 - After Admission
4. **Entitlements**
5. **Reintegration**
6. **Housing continuum**
7. **Death of Resident**

Identification:

The homeless are identified through a process of enumeration, these are the following steps involved in the identification:

1. **Survey/ Enumeration**
 - The Agency will conduct the detailed identification process through a methodology in consultation with Shelter Advisory Team.
 - The Agency will carry out the survey.
 - The enumeration will include the following components:
 - Demographic and Occupational Profile of the Homeless

- Social Vulnerabilities
 - Access to Services/Schemes
 - Needs Assessment
 - Survey will be the base document for planning Shelter Initiative.
 - The City Level Coordinator (CLC) in coordination with Executive Committee and the agency will make the necessary arrangements for the survey in their respective Areas.
 - The agency will coordinate with reputed institution for deployment of a team of researchers to evaluate and consolidate the findings of the survey.
- 2. Other identification process**
- a. Calls from public to Rayagada Municipal Council.
 - b. Information from other sources like Civil Society, Police, Social activist or any other etc.

Rescue

Specific Instructions on the Rescue Process for the Homeless people:

1) The rescued homeless without any of the special needs category* will undergo the following process:

- The case referrals availed at the **RMC** or by the Shelter Coordinator/Manager of the agency during the street engagement process regarding the location of the urban homeless will be taken to the shelter.
- The shelter coordinator of the agency should inform local police station about the rescue process and to trace the family/relatives of the homeless.
- The rescue operation will be carried out in coordination with the local police.
- Filling up of Admission prescribe form with the general details of the rescue mission at the shelter by the shelter coordinator.
- The shelter coordinator and the agency will be exclusively in charge of the following induction procedure of the homeless person.

2) The rescued homeless with any of the special needs category will undergo the following process:

- The social worker will accompany the rescue team when the homeless is identified to be a person with special need.
- The Agency will take the rescued individual to the nearby hospital to undergo health screening and medical treatment.
- The Shelter Coordinator/Manager will do a preliminary assessment and will complete the admission process for the rescued homeless to the specific transit shelter.
- For the persons with special needs, will equipped with specialised transit shelters so that the rescued homeless will entitled to specialized pre-induction process
- Legal Procedures to be adhered:
 - a) The arrival of the individual should be intimated to the nearest police station within 24 hours.
 - b) If a person with psycho social disability or any other vulnerable categories need to be rescued, it should be done by calling PCR / ambulance.
 - c) The disable persons, He/she should be taken to the nearest hospital for medical check-up and further course of action may be taken as advised by the Doctor.
 - d) This above process has to be completed by Shelter Manager of implementing agency/NGO.
- After the due process the homeless individual will be shifted to the shelter catering to the special needs of the homeless.
- The Shelter Manager of implementing agency/NGO will be exclusively in charge of the following induction procedure of the homeless person.

Admission Process

At the time of admission in the Shelter:

- The complete socio economic and family particular demographic particulars of the individuals should be collected by the shelter coordinators.
- The nearest police station should be informed about the arrival of new person in the shelters.
- The person should be provided with necessary items for her/his stay in the shelter
- The NGO shall keep coordination with RMC hospital for weekly health check-up for inmates. In case of emergency, the agency shall make arrangement for admission of the patient in the nearest Govt. Hospital.
- Counselling support will be provided by the Shelter coordinator /Manager

After admission in the Shelter

- If the homeless individual is deserted from the family, enquiry/counselling session with the family to explore the possibilities of immediate reintegration and verification of documents available with the family.
- Detailed profiling to be undertaken based on the counselling process, police follow-up and family enquiry reports.
- The referral or reintegration process will be based on the detailed profile.
- The rescued homeless individual under exceptional circumstances (family/parents unwilling to take custody and absence of claimant will be referred to specialized shelter or other orphanage homes in Rourkela/Sundergarh.
- Repatriation process (for those who have run away or found missing from institutions or family will be carried out after enquiry and verification along with the local police station.
- Closure report may be submitted to RMC after the referral or the repatriation process.
- Legal Procedures to be adhered for Child: If a homeless child is rescued the child should be produced before the Child Welfare Committee (CWC).
- Emergency numbers should be made available in the shelter & each shelter to have a phone number.

Entitlements:

Shelters should be a space for convergence and provisions for various entitlements of social security, food, education, and livelihood and housing schemes of the government to ensure that they are no longer homeless.

Entitlements for the homeless residents in the shelters:

- Old age, widows, and disability pensions
- BPL identification / Voter ID cards/Adhaar Card
- Bank or post office accounts
- Access to Anganwadi services /Admission to government schools
- linkage with National Urban livelihood Mission (NULM)/National Urban Health Mission (NUHM)-Subject to eligibility
- Admission to all RMC/ Govt. hospitals with free medicines and treatment
- Free legal aid

Reintegration

- The Agency/NGO can refer those requiring long-term social protection services in coordination with CMMU to Govt. of Odisha

- Staff of the NGO should be present during the reintegration process

Housing continuum

The residents should be supported with the following facilities by the Agency/NGOs as a part of housing continuum:

- Ownership of affordable dwelling units in programmes such as other affordable Housing projects/Scheme
- Labour transit camps for construction workers.

In case of death in the shelters, the Agency & Rayagada Municipal Council has to be informed and involved till the closure of files that are duly verified and signed by the designated Authority.

2. Administrative Arrangements for Institutionalizing Shelters & Allied Services for the Urban Homeless

2.1 Implementation Structure:

- **Nodal Agency:** The Rayagada Municipal Council will act as the Nodal agency.

2.2 Management Structure:

The Program for shelter to urban homeless people is managed by

A. Executive Committee (SMC) consists of:

1. Commissioner/Deputy Commissioner	:	Chairperson
2. Slum Improvement Officer/Project Officer	:	Member Convenor
3. Community Organiser, RMC	:	Member
4. Representative from district Administration	:	Member
5. 2 Corporators of the Corporation nominated by Mayor.	:	Member
6. Shelter Coordinator/Manager	:	Member
7. Civil Society representative (to be nominated by the Honourable Commissioner RMC)	:	Member
8. One Social worker	:	Member
9. Any other officers from line department	:	Member

B. Shelter Management Committee (SMC) consists of:

1. Project officer/Senior Community organiser	:	Chairperson
2. Community Organiser, RMC	:	Member
3. Shelter Coordinator/Manager/Care Giver	:	Member
4. Two representative of the residents (One Male & One Female)	:	Member
5. Local Corporator	:	Member

C. Roles of Executive Committee (EC):

- This committee will be responsible for the implementation of the initiative for the shelter for homeless
- The EC will overview the planning and implementation of the program for homeless shelters and other basic services for the urban homeless
- The EC will meet at least once in each quarter to review the status and discuss the plan for future.

- Approval of the action plans submitted by the Agency.
- Review of the performance of the Agency and to take necessary actions based on the same
- To intervene when the grievances that are brought to the notice of the CMMU remains unresolved and ensure that these are redressed effectively
- Monitoring and evaluation including effective Management Information System (MIS) systems,
- Conduct periodic financial, social and quality audits.

D. Roles of Shelter Management Committee (SMC)

- The Shelter Monitoring committee will track the progress and advise the NGO to take up the necessary corrective actions.
- The grievances of the NGO as well the inmates will be addressed by the SMC locally.
- The SMC will report to Executive Committee.

E. Role of Rayagada Municipal Council (RMC)

- Constitution of Executive Committee
- Provision of amenities such as electricity, 24X7 water supply, personal lockers.
- Engagement of the Agency and execution of agreement
- Timely payment of management cost to agency.

3. Role of NGO/Agency

1. Creation of awareness among the homeless persons to take the shelter in the Urban Homeless Shelter.
2. Orientations & training among the homeless persons for their livelihood. Identification & engagement of shelter management staff
3. The NGO should Rehabilitate and 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 NGOs in coordination with the Rourkela Municipal Corporation.
5. Provide One full time Manager/Shelter Coordinator for each Shelter ,
6. One Social Mobilizer for each Shelter.
7. Three Caretaker for one shift of 8 hours, at least one woman Caretaker,
8. Regular management (24x7 hours) such as cleanliness/discipline of shelter.
9. Functioning of kitchen for subsidized meal for Homeless person.
10. Liaison with other departments for facilitation/convergence of different types of assistance such as social security pension, ICDS facility, financial inclusion, education, affordable housing, RastriyaSwasthyaBimaYojana, inclusion in Adhaar Card, free legal aid, health check-up etc. for homeless persons.
11. To properly management of the Shelter for homeless program in their specified area.
12. To provide services to the number of urban homeless as specified in the MOU.

13. To examine & undertake appropriate steps to identify the beneficiaries in their area.
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. To provide basic services defined in the MOU.
17. NGOs should ensure the safety of the inmate
18. To form a Shelter Monitoring Committee (SMC)
19. The NGO shall ensure that the capacities of the staffs are regularly enhanced and updated
20. Counselling services should be provided and individual records must be maintained for every resident in the shelter including rehabilitation plan within a time frame.
21. Ensure that all the residents are rehabilitated based on the specific need of the resident
22. Once a resident is rehabilitated the NGO should identify a new resident from the nearby area.
23. 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, infirm).
24. The Agency should take initiatives for inmates (Reference to Item No: 23) to enhance their livelihoods through linkage with other components of DAY-NULM as well as other Social Security's schemes of other line Departments.
25. To 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
26. **Capacity Building:** The following capacity building programs will be carried out to ensure that quality services are delivered.
 - An inception workshop for the staff of the implementing Agency
 - Experience sharing workshops with EC and other staffs of RMC 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 Municipal Corporations
 - Experience sharing workshops
26. The Agency will carry out any other activity suggested by the City Project Officer, DAY-NULM as well as Shelter Management Committee.
27. Role of Social Mobilizer:
- Creation of awareness among the homeless persons to take the shelter in the Urban Homeless Shelter
 - To promote involvement of citizen's forums, area Sabha, and institutionalization of process for community engagement.
 - To Mobilise the homeless persons day & night as it is required
 - Identification & gather information about the homeless persons in the city
 - Regularly conduct meetings at slum/Sahi/Gali/ Bus stand/Railway Station & other places in RMC area/Rayagada City as and when required
 - Will keep coordinate with the Shelter Coordinator/ Manager and rescue the Homeless persons in the specified Area.
28. 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.
29. Formation of Team among the residents of Homeless Shelter for:
- 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.
30. Collection of Users Fee through money receipt and maintenance of register & deposit in Bank Account operated by Executive Officer Rayagada Municipality .=
- 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, infirm, 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.
31. Role & Responsibility of Caretakers
- Perform the duty as the timing allotted by Manager

- Regularly attaining the centre in time
- Prior arrangement needs to be made in consultation with Manager, if any leave requires.

4. Facilities to be available the Shelter for Urban Homeless:

Facilities and Services to be made available at the shelter (to be ensured by the Rayagada Municipal Council)

- 1) Each shelter should have proper display of readable name Boards/Display Boards and the text should be provided in Odia and English
- 2) Shelters should provide all appropriate facilities for dignified human living. A space of 50 square feet per person space (for storage and sleep). 10 people can sleep in 300sq feet/ at the bare minimum assuming 5.5 feet x 3 feet or sleeping alone, and space for movement)
- 3) Bed and bedclothes (blanket, mattress, pillow, bed-sheets) on a use basis, with arrangements to launder these periodically.
- 4) Personal lockers for personal storage space
- 5) Water arrangements (potable drinking water and other needs) and sanitation with regular running water supply
- 6) Adequate toilet facilities with a minimum norm of one toilet and bathing space for 12 persons
- 7) Bathing and washing area to cater to the needs to all residents with running water.
- 8) Adequate bathing facilities, including running water, water storage cans, buckets and mugs.
- 9) Adequate lighting and ventilation, fire protection measures, as under guidelines for enclosed public places, with clear and functional fire exits.
- 10) Common recreation space with television, reading space, etc
- 11) First aid supplies to cover the total population at the shelter
- 12) Regular cleaning of blankets, mattresses and sheets, and maintenance of other services Suitable waste management arrangements.
- 13) 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
- 14) Kitchen /cooking space and necessary equipment's such as cooking gas connections

5. Reporting System

- The NGO/Agency shall send a monthly programme and finance report along with MPR (**Prescribed by SUDA**) to the City Mission Management Unit on or before 5th of every month.
- The template for the same will be designed and circulated by the City Mission Manager in consultation with the Commissioner.
- The City Mission Manager will consolidate the monthly programme and finance report and will submit it to the Commissioner & the Executive Committee (EC).
- Unusual instances (Such as deaths) should be immediately report to Commissioner by the Shelter Coordinator/ Manager of the Agency.

6. Grievance Redressal Systems

- 1) All shelters need to maintain a complaint register at the shelter itself wherein residents can record complaints.
- 2) There will also be a locked box in each shelter for those who chose to use it for complaints.
- 3) 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.

- 4) Effort should be made to develop suitable portal for on line registration of Complaints in addition to Manual complaints register.
- 5) The Shelter Management Committee (SMC) will ensure the timely redressal of complaints.
- 6) If the complaints are not resolved by the Shelter Coordinator/Manager or by the SMC or by the designated Grievance Redressal Officer, the Executive Committee will take action on the same in consultation with the Commissioner, RMC.
- 7) The Competent Authority will be the first appellate authority.
- 8) In case their grievance is still not addressed then the homeless citizen can approach the Executive Officer, and RMC with their grievance.
- 9) NGOs should submit a monthly report in the predefined format.

7. Monitoring Mechanism

- Field visits to be carried out by the City Mission Manager and Community Organisers to visit all the shelter on a Weekly/monthly basis.
- SMC to meet once in two months to review the monthly program submitted by the City Mission Manager and shall produce a review report to the Executive Committee (EC)
- Executive committee will review the program on a quarterly basis .
- 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 Shelter Advisory Committee (SMC) 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.

8. Payment Terms for Agency/NGO/ Institution:-

2. The payment shall be made on submission of the bills (In triplicate) after the satisfactorily completion of the work assigned, at approved rates.
3. Payment will be made within a period of 15 days after submission of the bill and all necessary documents in triplicate.
4. Expenditures of the NGOs should be based on the line item in the approved budget of Rayagada Municipal council.
5. Prior approval should be sought on any variations in the budget spent from the Executive Officer.
6. Expenditure statements will be approved only based on the actual expenditure with adequate supporting documents (vouchers, bills, receipts, reports and records as mentioned in the MoU).
7. The utilization certificate and the expenditure bills submitted by the NGO will be audited by the Auditor appointed by Rayagada Municipal Council.
8. Payment of the bill will be based on computerized printouts in standardized format approved by Competent Authority/Commissioner of RMC along with computer generated attendance sheet in respect of the persons deployed duly verified by the concerned In-charge of the RMC as per actual/RFP.
9. No other claim on whatever account shall be entertained by the RMC, Rayagada.
10. Monthly bill will be submitted by the service providers in first week of following month.
11. No advance payment will be made.
12. 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.

MPR SHELTER FOR URBAN HOMELESS (SUH) UNDER DAY-NULM. ANNEXURE-7

Monthly Progress Report for the Month of:

(A) Brief Profile

SI No	Description	Particulars	Option
1	ULB Name		
2	Name of the City		
3	Name of the Shelter		
4	Plot No		
5	Street		
6	Landmark		
7	Ward No		
8	Shelter Type		New Construction, Refurbishment,O&M only
9	Category		General,Men,Women,Special
10	Date of operationalisation		DD/MM/YYYY
11	Funding Source		DAY-NULM,Other than NULM
12	Capacity		No's

(B) Details of Inmates Capacity SUH will cater

SI No	Description	Value	Option
1	No of families		No's
2	No of men		No's
3	No of Women		No's
4	No of children		No's
5	Others if any		No's

(C) Reporting for SUH Inmates

SI No	Description	Value	Option
1	Nosof inmates availed facility in Shelter for the reporting month.		No's
2	Men		No's
3	Women		No's
4	Children		No's
5	Transgender		No's
6	TOTAL		No's
7	Persons with Disabilities (Men) out of total		No's
8	Persons with Disabilities (Women) out of total		No's
9	Cumulative No of inmates availed facility in Shelter since operationalisation of SUH including the reporting month.		No's
10	Men		No's
11	Women		No's
12	Children		No's
13	Transgender		No's
14	TOTAL		No's
15	Persons with Disabilities (Men) out of total		No's
16	Persons with Disabilities (Women) out of total		No's

(D)

SI No	Description	Value	Option
1	Executive Committee in Position		Yes,No
2	Shelter Management Committee in Position		Yes,No
3	Inclusion of Shelters in City Master Plan		Yes,No
4	Shelter is Managed by		External Agency/ULB
5	Name of the Shelter Mangement Agency if External		NGO, Trust, Company
6	Date of Agreement with Management Agency		DD/MM/YYYY
7	Date of Expiry of the Agreement with the External Agency		DD/MM/YYYY
8	Monthly due amount as per Agreement (InRs.)		Rs
9	O/M Amount Paid to the external Agency for the reporting month		Rs
10	Cumulative O/M Amount paid to the external agency		Rs
11	O/M amount spent by ULB towards O/M for reporting month.		Rs
12	Cumulative O/M amount spent by ULB towards O/M		Rs

(E) Staff in Position For Shelter

SI No	Name	Designation	Contact No
1			
2			
3			
4			
5			
6			
7			

(F) Infrastructure/amentities in the shelter

SI No	Description	Value	Option
1	Well ventilated rooms/dormitories		Yes,No
2	Adequate space for each inmates(@50 sqft)		Yes,No
3	Lighting		Yes,No
4	Fan facilities		Yes,No
5	Kitchen with vessels and Gas connectivity		Yes,No
6	Piped water supply & drinking water		Yes,No
7	Cloak room/ Personal Lockers		Yes,No
8	Space for recreation/Library/others		Yes,No
9	Toilet/ Bath Rooms facility		Yes,No
10	Provision for Hot water-Geysers/Solar Device		Yes,No
11	Purified water facility-Rosetc		Yes,No
12	Cots/Bunker Beds with shelter		Yes,No
13	Sleeping mats /blankets		Yes,No
14	Washing Provisions- Blankets/ Bed Sheets		Yes,No
15	Display Board at entrance of shelter		Yes,No
16	CCTV Camera Installed		Yes,No
17	Ramp / other facilities for Persons with Disabilities		Yes,No
18	Pest and Vector control		Yes,No
19	Fire protection measures		Yes,No

20	Food arrangements		Yes,No
21	Food arrangements by Shelter Management Agency		Yes,No
22	Food arrangements by any other Agency/ Institute		Yes,No
23	Is it tie up with Aaharcenter		Yes,No

(G) Health Care & Other linkages with Entitlements

SI No	Description	Value	Option
1	First aid kit is with emergency medicines		Yes,No
2	Periodicity of Medical check ups		Monthly/bi-monthly/Quarterly
3	Number of children enrolled with ICDS/Anganwadi		No's
4	Number of children enrolled with Regular School		No's
5	Number of inmates issued Identity cards		No's
6	Number of inmates issued Aadhar Cards		No's
7	Number of Inmates issued ration cards		No's
8	No of inmates provided with any other entitlements, Specify.		No's

(H)

SL No	Description	Value	Option
1	Shelter Asset inventory register		Yes,No (If Yes mention last updated date)
2	Account Register/ cash book		Yes,No (If Yes mention last updated date)
3	Staff Attendance register		Yes,No (If Yes mention last updated date)
4	Stock/Assets register		Yes,No (If Yes mention last updated date)
5	Minutes book of Shelter Management Committee		Yes,No (If Yes mention last updated date)
6	Constitution date of SMC		DD/MM/YYYY
7	No of Meetings held		No's
8	Last date of SMC meeting held		DD/MM/YYYY
9	Personnel register with salary payment details		Yes,No (If Yes mention last updated date)
10	House Keeping & Maintenance register		Yes,No (If Yes mention last updated date)
11	Profile of inmates/Enrolment Register		Yes,No (If Yes mention last updated date)
12	Food Register		Yes,No (If Yes mention last updated date)
13	Health Check-up register		Yes,No (If Yes mention last updated date)
14	Complaint & Suggestion register		Yes,No (If Yes mention last updated date)
15	Records with Shelter-Computerised or Manual		Computerised/Manual/Both

(I)

SI No	Additional (Services/entitlements/convergences) if any:	Value	Option
1	Monitoring of the Shelter by ULB Officials		weekly/bi-weekly/fortnightly
2	Grievance Redressal		24 hours/ 15 days
3	Quality Audit of Operational Shelters		Quarterly

4	Engagement of 3rd party for Quality Audit		Yes,No
5	Social Audit once in a Year		Yes,No
6	Admission and Repatriation		
6.1	Collection of Socio demographic Particulars		Yes,No
6.2	Counselling support to Inmates by Shelter Coordinator/ Manager		Yes,No
6.3	Information to Local Police		Yes,No
6.4	Family Reintegration in the reporting month		No's
6.5	Cumulative Family Reintegration till date including reporting month		No's
12	Publicity & Information		
12.1	Use of Poster/ Banner & Hoardings for wider publication		Yes,No
12.2	Radio jingle/ TV scrolling Ads		Yes,No
12.3	Leaflets / Newspaper / Wall painting		Yes,No
12.4	Media Coverage on SUH(Newspaper, Electronic Media etc)		Yes,No (If yes attach supporting)

(J) User Fee

SI No	Description	Value	Option
1	Whether User fee collected from the inmates		Yes,No
2	Rate of User fee for SUH inmate(@Rs/inmate)		Rs/inmate
3	Total collected in the reporting month		Rs
4	Total collection till date		Rs

Signature**Shelter Management Agency****Signature****M.C/D.C./E.O****Checklist for Bidders**

S.N.	Covered Envelope	Head	Sub-Head
1	Check that all pages of all papers being submitted, except the Bid Bond, are duly authenticated by the person signing Form 1 & Covering letter		

2	1st Covered Envelope	Technical Bid	1. Latest three years financial statements (one set only)
			2. Copies of work orders completion certificate (please see Bidding System, Technical Bids for details) one set only
			3. Approaches & Methodology for Operation & Management of the Shelter for Urban Homeless
			4. Copies of payment certificates (Please see Bidding System, Technical Bids for details) one set only.
			5. EMD on prescribed format on Demand Draft for bid security.
			6. Undertaking Formats for not Blacklisting Annexure-6
			7. Demand Draft for cost of RFP
			8. Forms Annexure 1 to 6
			9. CV of the Shelter Coordinator/Manager Annexure-4 (Form-1)
			10. Signed CV Formats for other staff- Annexure-4 (Form-2&3)
3	2nd Covered Envelope	Financial Bid	Ensure that the envelope containing Financial Bid contain only (FINANCIAL BID).
4	3rd Covered Envelope	Tender for Operation & Management of Shelter for Urban Homeless at _____(Name of the Site) _____ under RMC area of Rayagada City (Technical Bid & Financial Bid)	