

Bhubaneswar Municipal Corporation

Progress through Partnership for better Bhubaneswar

RFP No: 41825

Date: 02.09.2020

#### Notice inviting Request for Proposal

Sealed Proposal are invited for "Selection of Shelter Management Agency/ies for Operation & Management of Shelters for Urban Homeless (SUHs) under Bhubaneswar Municipal Corporation" in conformity with the Terms & Conditions of the Detailed RFP from intending bidders fulfilling the terms of eligibility laid down in the RFP document. Please refer to website <u>www.bmc.gov.in</u> for complete details and downloading the Document. The RFP document is available from 03-09-2020 with last date of submission being 30-09-2020 till 4.00 pm. For any queries please contact bmcpmu@bmc.gov.in

> Dy. Commissioner (F&CS) Bhubaneswar Municipal Corporation

Memo No. 41826 / BMC Dt. 02.09.2020

Copy submitted to Director I & PR with a request to publish this notice for one day i.e. 03-09-2020 in two Odia Daily and one English dailies (leading newspaper) using minimum space and font size of "8" at the already approved rate.

166 209/2020 Dy. Commissioner (F&CS) **Bhubaneswar Municipal Corporation** 

Memo No. 41827 / BMC Dt. 02.09.2020

Copy to P.A. to Commissioner/ C.A. to Additional Commissioner for kind information of Administrator / Commissioner and Additional Commissioner, BMC.

1000 02/09/2020

Dy. Commissioner (F&CS) Bhubaneswar Municipal Corporation

Memo No. 41828 / BMC Dt. 02.09.2020

Copy to DC (Establishment) / City Engineer/ BMC-PMU for kind information.

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Dy. Commissioner (F&CS) Bhubaneswar Municipal Corporation

# **REQUEST FOR PROPOSAL (RFP)**

# FOR

# SELECTION OF SHELTER MANAGEMENT AGENCY/IES FOR OPERATION & MANAGEMENT OF SHELTERS FOR URBAN HOMELESS (SUHs) UNDER BHUBANESWAR MUNICIPAL CORPORATION

Advertisement No. 41825, Date. 02-09-2020



# **BHUBANESWAR MUNICIPAL CORPORATION**

Vivekananda Marg, Near Kalpana Square, Bhubaneswar – 751014 www.bmc.gov.in

# DISCLAIMER

All information provided as a part of this Request for Proposal (RFP) document to the prospective Applicants by the Bhubaneswar Municipal Corporation (BMC), is subject to the terms and conditions set out in this RFP and any addendum to the same (as and when issued in writing).

This RFP document is not an agreement and is neither an offer nor invitation by the BMC to the prospective Applicants or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP document does not claim to contain all the information each Applicant may require. Each Applicant is advised to conduct its own due diligence and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources as deemed necessary. BMC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. BMC may at their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

# **Table of Contents**

# Bhubaneswar Municipal Corporation Vivekananda Marg, Bhubaneswar – 751014 Tel: 0674-2431403, Fax: 0674-2432895 Email: <u>info@bmc.gov.in</u>

# **Schedule of Bidding Process**

**Bhubaneswar Municipal Corporation (BMC)** invites technical and financial proposals from prospective bidders for "Selection of Shelter Management Agency (SMA) for Operation & Management of the Shelter for Urban Homeless (SUH) at Ashok Nagar, Chandrasekharpur, Ghatikia & Ganga Nagar under Bhubaneswar Municipal Corporation (BMC)" in accordance with the conditions and manner prescribed in the RFP document.

Prospective bidders are advised to study the RFP document, available at <u>www.bmc.gov.in</u>, carefully before submitting their proposals in response to the RFP. Submission of proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document.

Sl. No	Information	Details
1	Date of Issue of RFP Document	03-09-2020
2	Last date for submission of written queries for clarification	16-09-2020 upto 4.00 PM
3	Pre-Bid Meeting	16-09-2020 at 04.00 PM
4	Last Date of providing clarification	18-09-2020
5	Last date of submission	30-09-2020 up to 16.00 hrs
6	Bid Security (EMD)	Rs. 15,000/- (for each package)
7	Tender Cost (Non-refundable)	Rs. 6,720/- (for each package)
8	Technical Bid Opening	30-09-2020 at 16.00 hrs
9	Technical Presentation	To be intimated.

# **Important Dates and Information:**

# INVITATION FOR BID FOR

Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH) under Bhubaneswar Municipal Corporation.

# **1. INTRODUCTION**

- 1.1 The Bhubaneswar Municipal Corporation intends to select Shelter Management Agency/ies for Operation and Maintenance of Shelter for Urban Homeless at Ashok Nagar, Chandrasekharpur, Ghatikia & Ganga Nagar under Bhubaneswar Municipal Corporation (BMC) area and therefore, BMC has decided to undertake the bidding process.
- 1.2 BMC invites sealed proposal from the eligible bidders for "Selection of Agency/ies for Operation & Management of Shelter for Urban Homeless under DAY-NULM".
- 1.3 The Bidders are invited to submit Technical & Financial Proposals as per the given formats in the separate sealed covers for operation & maintenance services required for the assignment.
- 1.4 The selection would be based on Least Cost Selection (LCS) procedure, subject to the Technical & Financial Proposal is in substantive compliance with the RFP requirements. The proposal will form a part of the contract with the selected Agency/ies.
- 1.5 A "Single Stage" bidding process is to be followed for selection of the successful bidder. The work shall be awarded to the qualified Bidder quoting the Lowest "Service Charge" for the scope of work mentioned in Clause 3 of this RFP. However, bidder would be required to score a minimum of 70 marks in the Technical Score as per requirements of Clause 6.2 to qualify as a 'Bidder' for the next stage of bidding i.e. opening of Financial Bid.
- 1.6 Interested bidders may download the RFP document from the website www.bmc.gov.in.The bids complete in all respect should be submitted in the manner specified in the RFP document.
- 1.7 The intending Bidders can apply for any packages. However, no firm shall be awarded more than **TWO (02) packages**.
- 1.8 The Contract Period shall be of 2 (two) years and extendable to a further period of 1 (one) year depending upon satisfactory work performance of the Selected Operator.
- 1.9 The RFP submissions must be received no later than 1600 hrs on 30-09-2020 in the manner specified in the RFP document at the address given below and BMC shall not be responsible for any delay in receiving the proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.

**Commissioner, Bhubaneswar Municipal Corporation (BMC)** Vivekananda Marg, Kalpana Square, Bhubaneswar – 751014

# 2. PROJECT BACKGROUND

# 2.1 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.

# 2.2 Guiding Principles

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

# 2.3 Standard Operating Procedure

The Standard Operating Procedure (SOP) is a guidebook developed for the Bhubaneswar Municipal Corporation 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 BMC, 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.

# 2.4 National Urban Housing & Habitat Policy (NUHHP)

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.

# 2.5 National Urban Livelihoods Mission (NULM)

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).

# 2.6 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).

# 2.7 Resource Deployment and Compensation Structure for each SUH

The Bhubaneswar Municipal Corporation has in accordance with guidelines issued by National Urban Livelihood Mission for operation of Shelters for Urban Homeless, mandated the appointment of following personnel in each New SUH and services to be provided along with the maximum permissible expenses.

It is to note that the **Approved O&M cost** includes 2 times fooding @ Rs. 23/per meal for 10% of total inmates only i.e 5 inmates can be accommodated 2 times fooding per day in case of 50 bedded capacity at SUHs in Chandrasekharpour, Ashok Nagar, Ghatikia and Ganga Nagar.

i. Resource Deployment and Compensation Structure for the 50 inmates per annum for SUHs - Chandrashekharpur, Ashok Nagar, Ghatikia and Ganga Nagar:

S. No	Expense Head	Description	Rate per month (in Rs.)	Estimated Expenditure per Annum (in Rs.)
	(Subject to maximum)			
1	Annual Maintenance Cost	Electricity & other miscellaneous expenditure	6500	78,000
2	Annual Serving Cost	Beds & Kitchen Equipments	375	4,500
3	Food Cost	For 10% inmates	Rs. 23/- per meal per day	82,800

4	a. Care Giver Salary	For 3 Care Givers	29,954	3,59,450
	b. Manager	for 1 Manager	11,380	1,36,560
		Project Cost		6,61,310/-
5	Service Charges	ervice Charges % of Project Cost (To be quoted by the Agency - Bid Variable)		
		Total		
6	GST (As applicable)			
		Grand Total		

# 2.8 Objectives

BMC intends to engage a Management Agency such as Homeless person's collectives, Youth and Women's community based groups, Universities and Institutions, Nehru Yuva Kendras, 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 Ashok Nagar, Chandrasekharpur, Ghatikia and Ganga Nagar of Bhubaneswar Municipal Corporation (BMC)**.

The objective of the assignment is to ensure the availability and access of the urban homeless population to permanent shelters including the basic infrastructure facilities like water supply, sanitation, safety and security.

# 2.9 Details of Shelter Homes with Approved Budget

The following shelters (Day-NULM Shelter) are functional in the city of Bhubaneswar. Agencies are required to select the shelter homes from the following packages for which they want to apply under this RFP.

BMC has issued this RFP for Four (04) packages (Package-I, Package-II, Package-III and Package-IV) for Four (04) SUH Centers and intends to select agencies for centers as specified in clause 1.7 of this RFP:

S Ward	Capacity (For Nos. of	Sanctione d O&M Cost for 1	Type of Inmate
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Table 1: Approved Budget for O& M of SUH Centres
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				Person)	year	
Α	Packag	e – I		<b>L T</b>		
1	7	Chandrasekharpu r	1	50	6,61,310/-	Women
В	Packag	e- II				
2	23	Ghatikia	1	50	6,61,310/-	Mixed Homeless
С	Packag	e – III				
3	40	Ashok Nagar	1	50	6,61,310/-	Mixed Homeless
D	D Package – IV					
4	46	Ganga Nagar	1	50	6,61,310/-	Preferably Old, Disabled & Distress

The Agencies are advised to study the operational guideline of Shelter for Urban Homeless (SUH) and Government order.

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

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

# 2.10 Facilities at the Shelters

Facilities and Services to be made available at the shelter (to be ensured by BMC):

- 1. Publicity of Information: in order to ensure the information on availability of the shelters to targeted population, adequate publicity measures should be taken by BMC on regular basis. Posters, Banners, Hoardings should be places at advantageous points like Railway Station, Bus Stands, Hospitals, Park, Important Market Area, etc, for wider publication of location and facility available at shelters for wider dissemination.
- 2. Each shelter should have proper display of readable name Boards/ Display Boards and the text should be in Odia and English.
- 3. The shelters should provide all appropriate facilities for dignified human living. A space of 50 sq.ft per person is to be provided.
- 4. Bed and bedclothes (Bed sheet, blanket, mattress, pillow, mosquito net,) on a use basis, with arrangement to launder all these periodically.
- 5. Personal locker for personal storage space.

- 6. Water arrangements (potable drinking water and other needs) and sanitation with regular running water supply.
- 7. Adequate toilet facilities with minimum norm of one toilet and bathing space for 12 persons
- 8. Bathing and washing area to cater to the needs to all residents with running water.
- 9. Adequate bathing facilities including running water, water storage cans, buckets and mugs.
- 10. Adequate lighting and ventilation, fire protection measures, as under the guidelines for enclosed public places, with clear and functional fire exits.
- 11. Common recreation space with television, reading space, etc.
- 12. First aid kit for supplies to cover the total population at the shelter.
- 13. Regular cleaning of blankets, mattress and sheets, and maintenance of other services. Suitable Waste Management arrangements.
- 14. An open space, either on the ground or the terrace, with additional spaces based on livelihood and storage needs of residents, such as for parking rickshaw a and carts and storing sacks of collected waste.
- 15. Common kitchen / cooking space, necessary utensils for cooking and serving, cooking gas connection etc.
- 16. Water purifier, CCTV camera, pest and Vector (Mosquito) control arrangement.
- 17. BMC must conduct and independent Third-Party quality evaluation quarterly and Social Audit annually through reputed organization / institution. These audits should be conducted unannounced by using methods of observation and interview. Separate interview should be held with staffs and inmates of the shelters.
- 18. All the recurring procurements will be jointly procured with quality material.
- 19. Childcare facilities for children by linking the shelter to the nearest Anganwadi Centres.

#### 2.11 Implementation Structure:

Bhubaneswar Municipal Corporation (BMC) will act as the Nodal Agency.

# A. Executive Committee:

The Programme for Shelter for Urban Homeless people will be managed by the Executive Committee (EC) Notification 8667 dated: 25<sup>th</sup> April 2014 of Govt. consist of:

1	Municipal Commissioner	Chairperson
2	Officer in Charge NRLM	Member
3	District Industrial Promotion Officer	Member
4	Officer in Charge of Modular Employable Skils	Member
4	Chief Medical Officer	Member
5	District Social Welfare Officer	Member
6	Senior Most Suptt. Engineer/ Executive Engineer of PDW Posted at Districts.	Member
7	District Inspector of Schools	Member
8	District Supply Officer	Member
9	Representative of Banks(2) nominated by Chairperson	Member
10	Representative of SHGs/ Federations (2) nominated by Chairpersons.	Member
11	City Project officer/ Assts Commissioner (Slum Improvement) NULM in case of Municipal Corporations & Project Officers / Asst. Town Project officer or Community Organiser of Municipality/ NAC concerned nominated by Chairperson	Member
12	Any other Member (s) Co-opted by Chairperson	Member

#### Table 2: Executive Committee Member

#### **Roles of Executive Committee:**

- 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 Quarter to review the maintenances 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 & remains unresolved and ensure that these are redressed effectively
- Implementation of decisions taken by the Shelter Advisory Committee.
- ✤ Monitoring and evaluation including effective Management Information System

# (MIS)

Conduct periodic financial, social audits.

# **B.** Shelter Management Committee

The Shelter Management Committee (SMC) consists of following members:

1	Senior Community Organiser	Chairperson
2	CMMU Manager / Community Organiser	Member
3	Shelter Coordinator/Manager/Care Giver	Member
4	Two representatives of the residents (One Male & One Female)	Member
5	Local Councillor	Member

# **Roles of Shelter Management Committee:**

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

# **Roles of the BMC:**

- Constitution of Executive Committee
- Constitution of Shelter advisory committee (SAC)
- Engagement of City level Coordinator (CLC)
- ◆ 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

# 2.12 Reporting System

- The Agency shall send the monthly programme and finance report along with MPR, as per prescribed in Form-11, to the City level Coordinator with a copy to Deputy Commissioner / Executive Officer and the City Health Officer on or before 5<sup>th</sup> of every month.
- 2. The template of the shelter home will be designed and circulated by the Agency in consultation with the Deputy Commissioner / Executive Officer.
- 3. Unusual instances (such as death) should be immediately reported to Deputy Commissioner / Executive Officer by the Shelter Coordinator/ Manager of the Agency.

# 2.13 Grievance Redressal System

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

# 2.14 Monitoring Mechanism

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

# **3.** Assignment Brief

# 3.1 Scope of Work

The 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 shall be responsible: -

- To create awareness amongst the Homeless Persons for availing the shelter facilities
  - The Agency will be responsible to mark the locations of the homeless shelters through GPS on maps so that location of the shelter is available on city maps, travel guide maps, online maps, etc., published by various agencies for easy access to the shelters.
- ✤ Identification of Homeless persons & Rescue Operations
  - Agency need to ensure that there are no homeless persons in the area sleeping in the open. Agency running the shelter shall have the responsibility of identifying the homeless persons and also persuading them to come to the shelter.
  - To examine & undertake appropriate steps to identify the beneficiaries in their area on regular basis so that the homeless people could be sensitized and encouraged to use the shelters.
  - To conduct the night survey to identify the Homeless persons and ensure the area should be free from Homeless Persons.
  - Infirm, sick, victims of crime, destitute, minor children and other vulnerable groups should be handled with extreme of sensitivity. They should be rescued from the streets and brought into shelter.
  - The agency should take the rescued sick person to the nearby hospital for medical treatment, if required.
  - During the process of rescue, local police should be informed. Simultaneously, Social Welfare Department, Women and Child Welfare Department or any other concerned department should be contacted to facilitate their stay and recovery in their specific homes which are equipped to deal with their specific needs.
  - The socio-demographic particulars of the individuals should be collected by the Shelter Manager / Coordinator in the prescribed format as per Annexure-1 at the time of the admission to the shelter.
  - Counselling support to the inmates should be provided by the Shelter Manager / Coordinator.
  - Local police should be actively involved in tracing the family of the

homeless whenever required.

- If the homeless individual is deserted from the family, then the enquiry / counselling session with the family should be arranged to explore the possibilities of immediate reintegration after careful verification of documents available with the family. This should be done with active involvement of concerned welfare departments / police / NGOs / C BOs.
- Convergence with other departments for realizing the various entitlements of Homeless
  - Linkages with Rashtriya Swasthya Bima Yojana, Pradhan Mantri Suraksha Bima Yajana, Pradhan Mantri Jeevan Jyoti Bima Yojana, Pradhan Mantri Dhan Jan Yojana, etc.
  - Linkage to Housing for All (HFA), NULM and other schemes / services / entitlements of the Ministry.
  - Identity Proof & Postal Address, Elector's Photo Identity Card (EPIC)
  - Old age, widows and disability pensions
  - BPL cards, PDS ration cards, etc.
  - Bank or Post Office accounts
  - ICDS services
- ✤ Management of Shelter
  - Provide One full time Manager/Shelter Coordinator for each Shelter
  - The Agency should recruit a full time Coordinator (preferable a trained social worker in counselling), 3 Care Giver and Sweeper (Part time)
  - Three Caretaker for one shift of 8 hours, with at least one woman Caretaker
  - Regular management (24x7 hours) such as cleanliness/discipline of shelter
  - Functioning of kitchen for subsidized meal for Homeless person.
  - Agency/ies should ensure the safety of the inmates
  - To form a Shelter Monitoring Committee (SMC)
  - All shelters need to maintain a complaint register at the shelter itself where residents can record complaints. There will also be a locked box for those who choose to use it for complaints.
  - The shelter manager / coordinator will be responsible for ensuring that the complaints are redressed with in 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.
  - The complaints received through other means like telephone calls, e-mails, text messages should also be entered in the complaint register and should be redressed within 15 days.
  - There should be suitable portal for online registration of complaints in addition to manual complaint register.

- Capacity Building Programme
  - An inception workshop for the staff of the implementing Agency
  - Experience sharing workshops with SAC, EC and other staffs of ULB will be conducted once in 6 months
  - Facilitate supervisory visits by Corporation officers and Agency
  - Documentation
  - Sensitization meeting of officers once a month
  - Cross learning visits/Exposure Visits to other ULBs
  - Experience sharing workshops
- ✤ Collection of User Charges
  - User fee if any, will be levied with the objective of improving participation of the residents in operation of the shelter and would be moderately priced. The fund so collected could be utilised for the maintenance of the facilities.
- Provide Required Manpower to opted shelter
- Submission Reports (Weekly/Monthly or as per required or instruction)
- Other Ancillary works of the Agency
- ✤ Agency should maintain the following records
  - Shelter Asset Inventory Book
  - Attendance Register
  - SMC (Shelter Monitoring Committee) Meeting Register
  - Personnel Register with Salary Payment Details
  - Guest Register
  - House Keeping Register
  - Health Register
  - Maintenance Register
  - Shelter Audit and Accident Record
  - Complaint and Suggestion Register
  - Monitoring and Audit Register
  - Monthly and Annual Report Record
  - Food Register
  - Profile of Inmates/Enrolment register
  - Account Register & Cash book
- 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

# 3.2 Deliverables

Based on the above scope of work, the Agency / Institution / NGO / Firm is expected to deliver following deliverables:

- Preparation & submission of Operation plan report within 7 days of issue of work order
- Monthly submit consolidated Report on collection of Users Charges
- Monthly Submit consolidated Report on Night Survey & rescue operation
- Monthly Submit consolidated Report on Shelter Management
- ✤ Shall submit consolidated report on Workshop & Training
- Preparation of Data base of residents and report submitted monthly
- ✤ Formation of Shelter Management Committee (SMC) and its report
- ✤ Any other Report as per Instruction & required by the competent Authority

# 3.3 User Charges

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

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

# **3.4 Penalty (Capacity Utilization)**

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

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

Level of Occupancy	% of Billing Amount deducted over the quoted Amount per month
71% to 80%	1%

61% to 70%	2%
51% to 60%	3%
Below 50%	5%

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

# **3.5 Duration of the Contract**

The agreement will be executed between the selected Agency and BMC for an initial period of **2 years** and on successful performance of the Agency, renewal of the contract may be considered for further one year, as per discretion of BMC.

The agreement format will be provided to the selected Agency by BMC before execution of the same.

# **3.6 Bidding Parameter**

The selection would be based on Least Cost Selection (LCS) procedure.

The Bidding parameter shall be "Service Charge" in terms of % (per centage) of Project Cost as specified under Clause 2.7 exclusive of GST for each package.

The qualified bidder quoting the **Lowest Service Charge** would be declared as the successful bidder.

**Maximum Threshold Service Charge:** The maximum Service Charge in terms of % (per centage) of Project Cost is 10% (Ten Per Cent). Bid quoting the % (per cent) of Service Charge more than this threshold percentage will summarily be rejected.

The bidders are required to submit their bid as per the Monthly Tentative Break-up of each component specified under clause 2.7 of this RFP.

# 3.7 Service Charge Payable to Bidder

The Service Charges for Agency/ies payable shall be the % (per centage) quoted by the Selected Bidder, for carrying out the all activities as specified under Clause 3.1 & 3.2 above and include financing cost of 3 months expenditures. GST at applicable Rate payable extra. The project running cost shall be based on actual expenditure under following heads only. The capital cost of providing facilities at centre as specified in Clause 2.10 will be arranged by BMC and no service charges on the same is payable to Bidder / Applicant.

a. The bidder is required to submit clear break up budget of each component of the Project Cost as detailed below for 50 inmates as per the DAY-NULM guideline,

inclusive of % (percentage) service charge quoted in Financial Proposal by the bidder. For the shelter resident, meals may be provided at subsidized rate for 10% of inmates. This should be approved by BMC prior to commencement of service.

- **b.** The other expenditure is to be incurred jointly by Applicant and ULB representative modus to be finalised by ULBs.
- **c.** The actual expenditure to be submitted Quarterly along with Applicant invoice for release of payments

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

# 4. GENERAL TERMS AND CONDITIONS

# 4.1 Scope of the Proposal

- 4.1.1 Detailed description of the objectives, scope of services, deliverables and other requirement relating to this assignment are specified in the RFP. The intending Bidders should participate in the selection process in response to this invitation.
- 4.1.2 The Applicant shall submit their proposal in the form and manner specified in the Schedule of the RFP. The Financial Proposal shall be submitted in the aforesaid format. Upon selection, the Applicant shall be required to enter into an agreement with BMC as per aforesaid format.

# 4.2 Brief Description of the Selection Process

The evaluation of the proposal will be completed in 2 Steps:

- Step 1 Opening of Technical Proposal
- Step 2- Opening of Financial Proposal

The entire bidding process has been explained elaborately in Clause 6 of this RFP document.

The selection of Agency / Institution / NGO / Firm will be based on the evaluation on the parameter mentioned under the following evaluation criteria

#### 4.3 Minimum Eligibility Criteria

4.3.1 Application for Assignment in prescribed form are hereby invited from Agency / Institution / NGO / Firm fulfilling the eligibility conditions set out below for their Engagement:

S.No	Eligibility Criteria	Description
1	Experience	<ul> <li>(a) The Agency 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 Work / Human Rights Issues / work with Women &amp; Children &amp; disabled Persons / Urban Employment Programmes / Old Age Homes.</li> <li>(b) Must have completed at least 2 assignments of similar nature of works with the Govt. / PSUs / ULBs in last 5 years.</li> <li>(c) The Agency should have at least 10 Man-Power for management of Shelter for Urban Homeless</li> </ul>
2	Registration/Incorporation	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 31 <sup>st</sup> Aug-2020.
3	Annual Turnover	Average Annual Turnover of the Applicant shall be INR 20 Lakhs or more during the last three Financial Years i.e 2017-18, 2018-19 & 2019-20.
4	RegistrationwithIncomeTaxAuthorities	The Agency should have a valid registration such as Permanent Account Number (PAN) of the Income Tax Department. It should also have Service Tax Registration Number; Registration No. of the Agency/Firm
5	Undertaking	The Agency must not have been black-listed or placed under funding restriction by any Ministry or Department of the Government of India or CAPART or by a State Government or Government Agency Resolution of Executive/ Governing committee meeting authorizing the person to sign tender document.

# Note:

- a) The 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) The bidder must submit copy of work orders and its completion certificates of assignments issued by the client
- d) Declaration with list of resources to be attached as mentioned in Form-3.

# 4.4 Fee & Deposits to be Paid by the Applicant

# 4.4.1 Bid Security (Earnest Money Deposit) & Cost of RFP Document

(a) The proposal shall be accompanied by an EMD and Processing Fee in the form of Bank Guarantee issued by Scheduled Bank or Demand Draft for each package separately, as mentioned below:

S.No	Package Name	EMD (in Rs.)	Processing Fee (including 12% GST) (in Rs.)
1	Package – I	15,000	6,720
2	Package – II	15,000	6,720
3	Package – III	15,000	6,720
4	Package – IV	15,000	6720

- (b) The EMD should be in the form of Bank Guarantee issued by Scheduled Bank or Demand Draft in favour of "Commissioner, Bhubaneswar Municipal Corporation" payable at Bhubaneswar.
- (c) The proposal shall also be accompanied by non-refundable Processing Fee for the value mentioned in the above table, for each package the bidder intends to apply, in the form Demand Draft in favour of "Commissioner, Bhubaneswar Municipal Corporation" payable at Bhubaneswar.
- (d) The EMD shall be valid for a minimum period of 180 days from the Proposal Due date. On request from BMC, the Applicants would be required to extend the validity of the Bid Security on the same terms and conditions.
- (e) Any Proposal submitted without EMD & Processing Fee in the form as specified in the RFP document shall be summarily rejected.
- (f) The EMD of Applicants whose Proposal is rejected because of being Non-Responsive or Non-Reasonable in accordance with the RFP document, will be returned / refunded within a period of sixty (60) days from the date of intimating the rejection of the Proposal by BMC to the Applicant. The Bid Security shall be forfeited by BMC, in the following cases:
  - (i) If the Applicant withdraws his Bid/ Proposal after Technical Proposal opening and during the proposal validity period.
  - (ii) In case of a Successful Applicant, if the Applicant fails within the specified time limit to sign the Consultancy Agreement.
  - (iii) In case of a Successful Applicant, if the Applicant fails within the specified time limit to furnish the required Performance Security as mentioned below.
  - (iv) **Or** fails to start the work within stipulated period

# 4.5 **Performance Security**

The Selected bidder, for due and faithful performance of its obligations under the Management Contract, shall be required to provide a "Performance Security" of the amount with respect to the package mentioned in the table below, in the form of a 'Bank Guarantee' / FDR from a scheduled bank, to Bhubaneswar Municipal Corporation for each package prior to signing of Agreement. The performance security shall remain valid till the end of the contract period.

S.No	Name of the Package	Performance Security
		(in <b>Rs.</b> )

1	Package – I	1,50,000/-
2	Package – II	1,50,000/-
3	Package – III	1,50,000/-
4	Package – IV	1,50,000/-

# 4.6 Application per Applicant

Each applicant may apply for any number of packages.

# 4.7 Due Diligence, Inspection and Investigation

The Applicants shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Assignment, including visiting the sites mentioned in the RFP and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site and other data with BMC, applicable laws and regulations or any matter considered relevant by them.

# 4.8 Validity of Proposal

- 4.8.1 The Proposal shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the due date of submission ("Proposal Validity Period"). BMC reserve the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of BMC with same terms & condition.
- 4.8.2 An Applicant agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Bid Security for the period of extension.
- 4.8.3 The Proposal Validity Period of the Successful Applicant shall be extended till the date of execution of the Management Contract.

# 4.9 Right to Reject the Proposal

Notwithstanding anything contained in this RFP Document, BMC reserve the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Applicant or create any obligation / liability upon BMC of any type whatsoever.

# 4.10 Interpretation

In case of any ambiguity in the interpretation of the conditions of the Selection and scale of charges, the interpretation of the Commissioner, BMC will be final and binding on the parties to the conditions of Selection.

# 4.11 Disputes

- 4.11.1 All disputes between the Successful Applicant and BMC shall be settled as per the Dispute Resolution procedure elaborated in the Draft Consultancy Agreement. During the bidding process no dispute of any type would be entertained. Even in such cases where BMC ask for additional information from any Applicant, the same cannot be adduced as a reason for citing any dispute.
- 4.11.2 The courts at Bhubaneswar alone shall have the exclusive jurisdiction to try all the cases arising out of this RFP document.

# 4.12 Award of Project

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by BMC to the Selected Applicant and the Selected Applicant 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 BMC and the next eligible firm may be considered for the project

# **3.13.1. Signing of the Agreement**

The preferred agency required to execute the agreement with BMC within such time period from the date of issue of LOA, as specified by BMC.

# 4.13 Commencement of Assignment

The Selected Agency shall commence the Services as per the assignment within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed.

# 4.14 Consortium

The Bidders are **NOT** allowed to form consortium for participating in the project.

# 4.15 Proprietary Data

All documents and other information provided by BMC or submitted by an Applicant to BMC shall remain or become the property of BMC. Applicants must treat all information as strictly confidential. BMC will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to BMC in relation to the Service shall be the property of BMC.

# 4.16 Monitoring Mechanism

- 4.16.1 Monthly Progress Report to be submitted by the selected Bidder on the first three days on the subsequent month.
- 4.16.2 Six monthly evaluation (half-yearly evaluation) shall be carried out by BMC over the performance of the selected Bidder.

# 4.17 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 BMC would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, the BMC would also have the right to terminate the agreement with the selected firm without assigning any reasons thereof.

# 4.18 Force Majeure

# 4.18.1 **Definition**

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

# 4.18.2 No Breach of Contract:

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

# 4.18.3 Measures to be Taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall not if the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agencies upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Agencies shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

# 4.18.4 Suspension:

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

# 4.19 Termination

- 4.19.1 **By the "Client"**: The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause.
  - (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.
  - (b) If the Agency becomes (or, if the Agencies consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services

under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to the decision.
- (d) If the Agency, in the judgment of the "Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Agency submits to the "Client" a false statement which has a material effect on the rights, obligations or interests of the "Client".
- (f) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- (g) If the Agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Agency to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 4.19.2 In such an occurrence the "Client" shall give a not less than thirty (30) days written notice of termination to the Agency, and sixty (60) days 'in case of the event referred to in (i).
- 4.19.3 If the Agency fails to perform as envisaged under this Contract the EMD & PBG amount will be forfeited & the Agency will be blacklisted by the Govt. in H & UD Dept. on recommendation from the "Client".

# 5. SUBMISSION OF APPLICATION

# 5.1 General

Applicants may send their queries to BMC in writing in <u>bmcpmu@bmc.gov.in</u> during the period as mentioned in the Schedule of RFP. All the Applicants will be sent clarification to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by BMC.

# 5.2 **Pre-Bid Meeting**

- (a) The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.
- (b) The Applicants designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on the specified date and palce as mentioned in the Schedule of the RFP.

# 5.3 Amendment of RFP

At any time prior to the Proposal Due Date, BMC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP through the issuance of Addendum. This will be uploaded to the BMC web site (<u>www.bmc.gov.in</u>) which will also treated to be a part of the RFP document.

# 5.4 Preparation and Submission of Proposal

The Applicants are to submit the Security Deposit, Processing Fees, Technical & Financial Proposal in three separate sealed covers and all the covers packed in one sealed packet mentioning the name of the project is to be sent to the following address. Completed proposals shall be accepted on or before the specified date and time at BMC at the address given below.

The Commissioner Bhubaneswar Municipal Corporation Vivekananda Marg, Near Kalpana Square, Bhubaneswar - 751014, Odisha

# 5.5 Language and Currency

- **5.5.1** The Proposal and all related correspondence and documents shall be written in English language.
- **5.5.2** The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

# 5.6 Sealing and Marking of Proposal

- **5.6.1** The proposals shall be sealed, marked and submitted as explained below:
  - (a) Envelope No.1 containing the EMD and Bid Document Fees shall be marked as "EMD" & "Bid Document Fee" for "RFP for Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH) in Bhubaneswar" for Package-I (in case of Bidder applying for Package-I) / Package-II (in case of Bidder applying for Package-II) / Package-II (in case of Bidder applying for Package-III) / Package-IV (in case of Bidder applying for Package-IV). In case of Bidder is applying for two (02) packages or more then Envelop 1 should be duly marked as "EMD & Bid Document Fee for "RFP for Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH) in Bhubaneswar" for the package the bidder intends to apply. The Envelope 1 shall contain the following:
    - i. The EMD as prescribed 3.4.1(a)
    - ii. Bid document fee as prescribed in 3.4.1(b).
  - (b) Envelope No. 2 duly marked as "Technical Proposal" for "Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH) in Bhubaneswar" for Package-I (in case of Bidder applying for Package-I) / Package-II (in case of Bidder applying for Package-II) / Package III (in case of Bidder applying for Package-III) and so on. In case of Bidder is applying for two (02) or more then Envelop 2 should be duly marked as "Technical Proposal for Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH) in Bhubaneswar" for the Packages they intend to apply and shall contain the following:

All the interested agencies are required to submit Application as per Annexure 1 and other documents required as per eligibility criteria (Refer Clause 3.3) along with following documents:

- Covering Letter as per Form-1
- Firm Profile as per Form-2
- Project Detail Sheet as per Form-3
- Composition of team to be deployed as per Form-4
- Filled Format of CV as per Form-5
- Financial Standing (Annual Turnover) as per Form-6
- Power of Attorney for signing of bid as per Form-7
- Bank Guarantee as per Form-8
- Approach & Methodology and Work Plan as per Form-9
- Monthly Progress Report as per Form-11
- Undertaking as per Form-12

- Operation & Management of Shelters for Urban Homeless as per Form-13
- (c) Envelope No. 3, duly marked as "FINANCIAL PROPOSAL" (As per Form-10) [FOR EACH PACKAGE SEPARATELY]

All the above envelopes shall be enclosed in an outer cover / envelope marked as "DO NOT OPEN EXCEPT IN FRONT OF THE BID EVALUATION COMMITTEE" RFP for "Financial Proposal" for "Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH) in Bhubaneswar" for the package the bidder may intend to apply and clearly written on top of the Envelope "Do Not open with Technical Proposal" and shall contain the following:

- i. Financial Proposal as format Form-10
- (d) Both the Technical and Financial Bid shall be placed within an Outer Envelope on which it shall be clearly written "RFP for Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH) in Bhubaneswar" for the package the bidder may intend to apply like Package-I (In case of Bidder is applying for Package-I) / Package II (in case of Bidder applying for Package-II), so on".
- (e) In case where the Bidder is applying for TWO (02) or more Packages then it can submit 1 (one) Technical Proposal for both the Package. In such case the Outer envelope shall clearly mention "RFP for Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH) in Bhubaneswar" for the packages they intend to apply and similarly in Envelope No. 1 and 2. As EMD and Bid Document Fee shall be submitted separately for each Package clearly as per directions provided in point c of this clause
- (f) If the envelope is not sealed and marked, as instructed above, Bhubaneswar Municipal Corporation assumes no responsibility for the misplacement or premature opening of the Proposal submitted.
- (g) The Bids shall be received at the below address until proposal Due Date. Bidders shall submit their Proposals by registered post/speed post/courier only so as to reach the designated address by the Proposal Due Date. For submission of Proposals, there will be no drop box facility available and hand delivery is not allowed. Proposals submitted by fax or e-mail shall not be entertained and shall be rejected.

# 6. CRITERIA FOR EVALUATION

# 6.1 Evaluation Parameter

- 6.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 4.3 above shall qualify for evaluation under this Section 6. Applications of Consultant/Firms/ Agencies who do not meet these criteria shall be rejected.
- 6.1.2 The Bidder's competence and capability is proposed to be established by the following parameter (as specified under Section 4.2):
  - (a) Bid Security Deposit & Processing Fees
  - (b) Technical Proposal
  - (c) Financial Proposal

# 6.2 Step 1: Evaluation of Technical Proposal

- 6.2.1 The evaluation of Technical Proposals will be based on Quality Based Selection (QBS) mode with bidder getting highest technical score shall be declared as a successful bidder.
- 6.2.2 The technical proposal shall be evaluated in two phases:
  - (a) In the first phase the Technical Proposal shall be evaluated on the basis of Minimum Eligibility Criteria as specified in clause 4.3.
  - (b) In the second phase the pre-qualified agencies will be evaluated on the basis of Technical Evaluation criteria as elaborated in Table 3 and will be invited for presentation in BMC as elaborated in Table 4.

Evaluation Criteria	Score
Technical Parameter	80
Years in Existence	15
5 marks for 3 years of existence- 1 marks for each additional year, subject to maximum 15 marks	
Experience in no. of projects relating to Urban Issues,	
with Women & Children & disable Person/Urban	15
	15
Years /continuing in Odisha. (Project above Rs 2.0 lakhs shall only be considered)	
	Technical ParameterYears in Existence5 marks for 3 years of existence- 1 marks for each additional year, subject to maximum 15 marksExperience in no. of projects relating to Urban Issues, Such as Livelihood Promotion /Human Rights/Work with Women & Children & disable Person/Urban 

#### Table 3: Technical Proposal Evaluation

	5 marks for 2 nos. of projects - 2.5 marks for each additional project, subject to maximum 15 marks	
	Experience in Management of Shelters for Old age	
	Homes/Homes for Orphanages (CCI)/Facility care	
	centre for widow women in last 5 years /continuing	
3	(Minimum 1-year operation required to qualify under	15
5	this)	15
	2.5 marks for each similar project, subject to maximum 15 marks	
	Experience in Management of Homeless Shelters for	
	urban Homeless specifically in last 3 years /continuing	
4		15
	Projects in last 3 years- 1 project for 1 year - 5 mark, for 2 years - 10 marks -maximum 15 marks	
	Organizational Financial strength	
5	10 marks for Rs.10 lakhs turn over for last three years-1	20
	marks for each additional Rs.5 lakhs turn over maximum	
	20 marks	

# **B.** Technical Presentation

The pre-qualified bidders shall be required to make presentations up to 15 minutes to demonstrate their relevant credentials before the Selection Committee.

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

S.No	Particular	Score
1	Understanding of the Project	5
2	Approach, Methodology and Work Plan on sustainability of the SUH Centre	10
3	Technical Presentation	5
	Total	20
	Table 1 + Table 2 = Grand Total	100

 Table 4: Technical Presentation

- 6.2.3 Commissioner, BMC reserves the right to accept / reject any Request for Proposal from the participating Agencies without assigning any reasons whatsoever. His decision shall be final and binding on all the parties.
- 6.2.4 A Technical Proposal may not be considered for evaluation in any of the following cases:
  - The Technical proposal is not accompanied with Processing Fees and EMD for respective package
  - The Technical Proposal reached the BMC after the submission closing time.
- 6.2.5 After the technical evaluation is completed, BMC shall notify the Applicants whose Proposals does not meet the Minimum Eligibility Criteria or the Bidders whose Technical Proposals were considered non-responsive to the requirements, indicating that their Price Bid will be returned unopened after completion of the selection process. BMC shall simultaneously notify, in writing the Applicants whose Technical Proposals received a mark of **70 or higher**, indicating the date, time, and location for opening of Financial Proposals (Applicant's attendance at the opening of Financial Proposals is optional).
- 6.2.6 It is responsibility of the Bidder to furnish all the supporting evidence towards the eligibility. BMC reserves the right to cancel the Bid in absence of lack of supporting document.
- 6.2.7 BMC reserves the right to verify the claims made by the Bidder and to carry out the capacity assessment of the bidder and BMC's evaluation committee decision shall be final in this regard.

# 6.3 Step II: Opening of Financial Proposal

- 6.3.1 Financial proposals of only those firms who are technically qualified shall be opened on the date & time which will be intimated later, in the presence of the Agency's representatives who choose to attend. The name of the Agency, their technical score (if required) and their financial proposal shall be announced.
- 6.3.2 No Bidder shall be awarded more than Two (02) packages. The financial proposal of Package-I shall be opened first, and L1 Bidder of the said Package will be declared. The L2 and L3 bidders shall be kept in reserve and may be invited for negotiation in case the L1 Bidder withdraws or fails to comply with the requirements specified in the RFP document.
- 6.3.3 If L1 Bidder who is selected for Two packages earlier, also participated for other Package then in that case the financial proposal of the L1 Bidder shall remain unopened in the opening of financial proposal. Similar to previous opening, L1 Bidder for the Packages will be declared. The L2 and L3 bidders for that particular Package

shall be kept in reserve and may be invited for negotiation in case the L1 Bidder withdraws or fails to comply with the requirements specified in the RFP document.

6.3.4 All the packages are equivalent to each other, basing the O&M cost, so L1 Bidder of any Package shall have to match with the figure quoted lowest of L1 Bidder for other Packages.

# 6.4 Execution of Agreement

- 6.4.1 The Selected bidders for all the packages shall be required to execute the Agreement within 15 (fifteen) days of issuance of the LoA from Bhubaneswar Municipal Corporation in writing, or by the date as mutually agreed between the Parties to the Management Contract.
- 6.4.2 Failure to meet the above conditions will result in a breach and Bhubaneswar Municipal Corporation shall be entitled to cancel the award without being liable, in any manner whatsoever, to the bidder and to appropriate the Bid Security and/or any other amount deposited till that time as Damages.
- 6.4.3 The cost of execution of Agreement and any other related legal documentation charges and incidental charges will be borne by the Selected Bidder.

# Annexure- I

## FORM-1

# **COVERING LETTER** (on the letter head of the Applicant)

Ref: Date: To The Commissioner Bhubaneswar Municipal Corporation Vivekananda Marg, Near Kalpana Square, Bhubaneswar - 751014, Odisha

## Ref: "RFP for Selection of Shelter Management Agency (SMA) for Operation & Management of Shelters for Urban Homeless (SUHs) at Ashok Nagar, Chandrasekharpur, Ghatikia and Ganga Nagar in Bhubaneswar"

## Dear Sir,

Being duly authorized to represent and act on behalf of ...... (herein after referred to as "the Applicant"), and having reviewed and fully understood all of the Bid requirements and information provided and collected, the undersigned hereby submits the Bid on behalf of (Name of Applicant) for renting out built-up space of BMC's properties in Bhubaneswar and other places in one (1) original and one (1) copy, with the details as per the requirements of the RFP.

We confirm that our Bid is valid for a period of 90 days from the date of opening of bids. We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the RFP and Scope of Work, a part of the RFP document provided to us.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

(Name, Title and Address of the Authorised Signatory)

Sl.No	Particular	Compliance
1	Name of the Organization	
2	Registered / Head Office	
	Address:	
3	Date of Incorporation ( Please attach copy of	
	certificate of incorporation/ registration):	
4	Name of Head	
5	Phones	
6	Fax	
7	Mobile	
8	Email	
9	Website	
10	Address of Branch Office (if any) in Odisha	
	Phone:	
	Fax:	
	Mobile No.:	
	Email IDs:	
	Date of Establishment:	
11	Name of Authorized Representative	
12	Designation	
13	Mobile	
14	Email	
15	Has the applicant been barred by the Central/State	
	Govt. or any entity from participating in any	
	project?	
16	If yes, does the bar subsist on the date of	
	application?	
17	Has the applicant been penalized due to delay as per	
	contract or for any other reason in relation to	
	execution of a contract in the last three years	
	(Yes/No)	

# FORM-2 Firm - Profile

10	Turnover of the business for the last three years (Please attach copy of last 3 years Audited Accounts): Year 19-20 Year 18-19 Year 17-18
11	Income Tax Clearances Certificate/ Balance Sheet/ Profit& Loss A/c for the last three & five years):
12	Nature & details of experience in similar field (Please attach relevant documentary evidence ):
13	Details of clients and the nature of jobs carried out (Please attach relevant documentary evidence):
14	Service Tax Number:
15	PAN (Permanent Account Number) allotted by Income Tax Department:

For and on behalf of:

Organization Seal

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

# FORM-3 PROJECT DETAIL SHEET (EXPERIENCE OF ORGANIZATION)

### **Details of Eligibility:**

A. The Agency 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 Work / Human Rights Issues / work with Women & Children & disabled Persons / Urban Employment Programmes / Old Age Homes.

Year of Execution	Project Details	Client Name & Details	Time Period	Work Order / Completion Certificate

B. Must have completed 2 assignments of similar nature of works with the Govt. / PSUs / ULBs in last 5 years

S.No	Name of the Project	Sponsoring Agency/Govt Dept./Other Client Details	Duration of Project	Contract Value in Rs Lakh	Location	Work order/Completion certificate (Details enclosed at Page No)

C. The Agency should have at least 10 Man-Power for management of Shelter for Urban Homeless - Declaration with list of resources to be attached in below format:

S.No	Resource Name	Designation	Experience in years	Qualification

### **Details of Technical Evaluation:**

A. Experience in no. of projects relating to Urban Issues, Such as Livelihood Promotion /Human Rights/Work with Women & Children & disable Person/Urban Employment / Social Development projects in last 5 Years /continuing in Odisha.

(Project above Rs 2.0 lakhs shall only be considered)

S.No	Name of the Project	Sponsoring Agency/Govt Dept./Other Client Details	Duration of Project	Contract Value in Rs Lakh	Location	Work order/Completion certificate (Details enclosed at Page No)

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

B. Experience in Management of Shelters for Old age Homes/Homes for Orphanages (CCI)/Facility care centre for widow women in last 5 years /continuing

(Minimum 1-year operation required to qualify under this)

S.No	Name of the Project	Sponsoring Agency/Govt Dept./Other Client Details	Duration of Project	Contract Value in Rs Lakh	Location	Work order/Completion certificate (Details enclosed at Page No)

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

# C. Experience in Management of Homeless Shelters for urban Homeless specifically in last 3 years /continuing

S.No	Name of the Project	Sponsoring Agency/Govt Dept./Other Client Details	Duration of Project	Contract Value in Rs Lakh	Location	Work order/Completion certificate (Details enclosed at Page No)

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

- 1. It is hereby certified that the above mentioned details are true and correct.
- 2. It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

Signature of Authorized Signatory

Full Name:

Address:

Note:

- 1. The Bidder's relevant experience from Indian FY 2014-15 onwards including the current Financial Year till the date of issue of the tender will be considered. Experience of the Bidders would be evaluated on the following basis:
  - a. Please provide self-attested copies of Work Orders or Assignment Agreement / MoA/ MoU/ (Clearly mention assignment name, year, and agency name).

# FORM-4 COMPOSITION OF TEAM TO BE DEPLOYED

S.No	Name of Professional	Designation in Team	Qualification	Task Assigned

Signature of Authorized Signatory

Full Name:

Address:

# **FORM-5** Format of Curriculum Vitae (CV) For Proposed Key Staff

Proposed Position:
Name of Firm:
Name of Staff:
Profession:
Date of Birth:
Years with Firm/Entity:Nationality:
Membership in Professional Societies:
Detailed Tasks Assigned:

### **Key Qualification:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment.]

#### **Education:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.]

### **Projects:**

[Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

### **Publication:**

[Give relevant scientific publications of the staff member in International Journals.]

#### Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

### Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

	Date:
[Signature of staff member and authorized representative of the firm	] Day/Month/Year
Full Name of Staff Member:	
Full Name of authorized representative:	

# FORM-6 FINANCIAL STANDING (ANNUAL TURNOVER)

Based on its books of accounts and other published information authenticated by it, this is to certify that ......(Name of the Bidder) had, over the last three Financial Years, a total turnover of the organization is Rs..... Lakh per yearwise details noted below:

Financial Year ending 31 <sup>st</sup> March	Total Turnover (in Rs. Lakh)
FY 2019-20	
FY 2018-19	
FY 2017-18	
Total	

Name of the Audit Firm / Chartered Accountant:

Seal of the Audit Firm:

(Signature, name and designation and registration number of the Chartered Accountant)

Date:

Note:

Please provide certified copies of Audited Financial Statements of the Organization / Agency for over the last three Financial Years.

## FORM-7 FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID (on Stamp Paper of relevant value)

#### POWER OF ATTORNEY

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_2017.

For \_\_\_\_\_

(Name and designation of the person(s) with authority to authorize).

Accepted

\_\_\_\_\_Signature)
(Name, Title and Address of the Attorney)

Date: .....

# FORM-8 **BID SECURITY (BANK GUARANTEE)**

## BID SECURITY FORMAT

#### UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.:\_\_\_\_\_ Dated:

**Issuer of Bank Guarantee:** 

(Name of the Bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Bhubaneswar Municipal Corporation (BMC)

#### **Nature of Bank Guarantee:**

Unconditional and irrevocable Bank Guarantee

#### **Context of Bank Guarantee:**

In pursuance of Clause 5.6.1 (a) of the Request of Proposal Document dated\_\_\_\_\_ (hereinafter referred to as the "RFP" for the "Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH) at Ashok Nagar, Chandrasekharpur, Ghatikia and Ganga Nagar in Bhubaneswar" (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

### **Operative** part of the Bank Guarantee:

1. At the request of the , we

\_\_\_ (name and address of the bank), (hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the BMC i.e. the beneficiary on behalf of the Applicant, up to a total sum of **Rs.** \_\_\_\_\_, such sum being payable by us to the BMC immediately upon receipt of first written demand from BMC.

- 2. We unconditionally and irrevocably undertake to pay to the BMC on an immediate basis, upon receipt of first written demand from the BMC and without any cavil or argument or delaying tactics or reference by us to Applicant and without any need for the BMC to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Applicant to repay the amount of Rs \_\_\_\_Lakhs or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. \_\_\_\_.
- 3. We hereby waive the necessity of the BMC demanding the said amount from Applicant prior to serving the Demand Notice upon us.
- 4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the BMC that the BMC shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Consultant, which are recoverable by the BMC by invocation of this Guarantee.
- 5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Applicant. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the BMC.
- 6. We unconditionally and irrevocably undertake to pay to the BMC, any amount so demanded not exceeding Rs. \_\_\_\_\_, notwithstanding any dispute or disputes raised by Applicant or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the BMC, shall be a valid discharge of our liability for payment under this Guarantee and the Applicant shall be a valid discharge of our liability for payment under this Guarantee and the Applicant shall be a valid discharge of our liability for payment us for making such payment.
- 7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_\_ (180 days from the proposal due date).

Notwithstanding any contained herein:

- 1. Our liability under this Bank Guarantee shall not exceed Indian Rs. \_\_\_\_\_. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. \_\_\_\_\_ (Date of Submission of Proposal) to \_\_\_\_\_\_.
- 2. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Bhubaneswar Municipal Corporation (BMC), serves upon us a written claim or demand on or before

Authorized Signatory

For Bank

# FORM-9

# **DESCRIPTION OF APPROACH & METHODOLOGY AND WORK PLAN**

То

The Commissioner Bhubaneswar Municipal Corporation Vivekananda Marg, Near Kalpana Square, Bhubaneswar - 751014, Odisha

## Ref: "RFP for Selection of Shelter Management Agency (SMA) for Operation & Management of Shelter for Urban Homeless (SUH)s at Ashok Nagar, Chandrasekharpur, Ghatikia and Ganga Nagar in Bhubaneswar".

Dear Sir,

We hereby enclosed a brief write up on the proposed methodology to be adopted for performing the assignment:

i. Technical Approach & Methodology in responding to the scope of work and deliverables

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

ii. Work Plan

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

iii. Key personnel and their Task Assignment for completing the Assignment

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

### Signature of Authorized Signatory

Full Name:

Address:

(Seal)

# FORM- 10 Cover Two FINANCIAL PROPOSAL

From,

.....

.....

.....

To,

The Commissioner Bhubaneswar Municipal Corporation (BMC) Vivekananda Marg, Near Kalpana Square, Bhubaneswar - 751014, Odisha

Sir,

We, the undersigned, offer to provide the Shelter Management Services for the above in accordance with RFP.

We intend to offer the **Service Charge\_\_\_\_%** of the Annual Project Cost for "Operation and Management of Shelter for Urban Homeless under Bhubaneswar Municipal Corporation for the Package – I/II/III/IV".

- 1. 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.
- 2. 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 Note: Rates of the Services should be inclusive of all Transportation, Lodging, Boarding, etc. but **excluding of all applicable taxes.** 

Signature & Date Authorised Signatory with Official Seal

# FORM- 11 Monthly Progress Report

Month	SHELTER FOR URBAN HON	ME99 (90H	) UNDER DAY-NULM	
		1		
(A) Br	ief Profile			
S.No	Description	Particula rs	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 operationalization		DD/MM/YYYY	
11	Funding Source		DAY-NULM, Other than NULM	
12	Capacity		No's	
(B) De cater	etails of Inmates Capacity SUH will			
S.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 Transgender		No's
5	No of Children		No's
6	No of PWD /Others if any		No's
6	No of P wD /Others if any		
(C) Re	porting for SUH Inmates		
S.No	Description	Value	Option
1	No's of 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	7Persons with Disabilities (Men) out of totalNo's		No's
8	Persons with Disabilities (Women) out of total No's		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	2 Children No's		No's
13	Transgender		No's
14	TOTAL		No's
15	Persons with Disabilities (Men ) out of total No's		No's
16	Persons with Disabilitioes (Women) out of total		No's

<b>(D</b> )			
S.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 Management Agency if External		AGENCY, Trust, Company
6	Date of Agreement with Management Agency		DD/MM/YYYY
7	7Date of Expiry of the Agreement with the External AgencyDD/MM/YYYY		DD/MM/YYYY
8	Monthly due amount as per Agreement (In Rs.)		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) Sta	aff in Position <b>for</b> Shelter		
S.No	Name	Designati on	Contact No
1			
2			
3			

4			
5			
6			
7			
(F) Inf	rastructure/ <b>amenities</b> in the shelter		
S.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	6 Piped water supply & drinking water Yes,No		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	2     Cots/Bunker Beds with shelter     Yes,No		Yes,No
13	B     Sleeping mats /blankets     Yes,No		Yes,No
14	Washing Provisions- Blankets/Bed Sheets Yes,No		Yes,No
15	Display Board at entrance of shelter		Yes,No
16	CCTV Camera Installed		Yes,No

S.No	Description	Value	Option
(H)			
8	No of inmates provided with any other entitlements, Specify. No's		No's
7	Number of Inmates issued ration cards     No's		No's
6	6     Number of inmates issued Aadhar     No's		No's
5	Number of inmates issued Identity cards		No's
4	Number of children enrolled with Regular School		No's
3	3Number of children enrolled with ICDS/AnganwadiNo's		No's
2	2   Periodicity of Medical check ups   Monthly/bi-monthly/Qua		Monthly/bi-monthly/Quarterly
1	IFirst aid kit is with emergency medicinesYes,No		Yes,No
S.No	Description	Value	Option
(G) He Entitle	ealth Care & Other linkages with ments		
23	Is it tie up with Aahar center		Yes,No
22	Food arrangements by any other Agency/Institute		Yes,No
21	Food arrangements by Shelter Management Agency		Yes,No
20	Food arrangements		Yes,No
19	Fire protection measures		Yes,No
18	Pest and Vector control		Yes,No
17	7Ramp / other facilities for Persons with DisabilitiesYes,No		

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/Assest register		Yes,No (If Yes mention last updated date)
5	Minutes book of Shelter Mangement 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/Enrollment 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-Computerized or Manual		Computerised/Manual/Both
<b>(I</b> )			
S.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		Quartely
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 / News paper / Wall painting		Yes,No
12.4	Media Coverage on SUH(Newspaper, Electronic Media, etc)		Yes,No (If yes attach supporting)
(J) Us	(J) User Fee		
S.No	Description	Value	Option
1	Whether User fee collected from the inmates		Yes, No
2	Rate of User fee for SUH Rs/inmate		Rs/inmate

	inmate(@Rs/inmate)	
3	Total collected in the reporting month	Rs
4	Total collection till date	Rs

# FORM- 12 UNDERTAKING

It is certified that my 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 Agency as on \_\_\_\_\_\_.

Date:\_\_\_/\_\_/2020 Place:

Signature of Bidder

Name of Signatory

Name of the Agency

SEAL OF THE AGENCY

# **FORM-13**

## 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.

1.		Abbreviations
2.	BPL	Below Poverty line
3.	BSUP	Basic Services to Urban Poor
4.	СО	Community Organizer
5.	СНО	City Health Officer
6.	CLC	City Level Coordinator
7.	СМО	Chief Medical Officer
8.	CWC	Child Welfare Committee
9.	EOI	Expression of Interest
10.	FGD	Focus Group Discussion
11.	MIS	Management Information Systems

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

12.	MOU	Memorandum of Understanding
13.	AGENCY	Non-Government Organization
14.	NULM	National Urban Livelihood Mission
15.	NUHM	National Urban Health Mission
16.	PDS	Public Distribution Service
17.	RSBY	Rastrya 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

## 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.

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

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

## **1.2 Standard Operating Procedure**

The standard operating procedure (SOP) is a guidebook developed for the ULB 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 Honorable Supreme Court of India dated 27<sup>th</sup> 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 <<<NAME OF ULB >>>, the City level Coordinator, the Shelter Advisory Committee and the Non-Government Organizations (AGENCYs) or any other organization / institutions for the implementation of shelters and other basic services for the urban homeless.

## **Standardized Operating 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
- 8. Reporting

### **Identification of Homeless persons & Rescue Operations**

- Agency need to ensure that there are no homeless persons in the area sleeping in the open. Agency running the shelter shall have the responsibility of identifying the homeless persons and persuading them to come to the shelter also.
- InAgency, sick, victims of crime, destitute, minor children and other vulnerable groups should be handled with extreme of sensitivity. They should be rescued from the streets and brought into shelter.
- The agency should take the rescued sick person to the nearby hospital for medical treatment, if required.
- During the process of rescue, local police should be informed. Simultaneously,

Social Welfare Department, Women and Child Welfare Department or any other concerned department should be contacted to facilitate their stay and recovery in their specific homes which are equipped to deal with their specific needs.

- The socio-demographic particulars of the individuals should be collected by the Shelter Manager / Coordinator in the prescribed format as per Annexure-1 at the time of the admission to the shelter.
- Counselling support to the inmates should be provided by the Shelter Manager / Coordinator. Paper bag making training to be provided to discourage use of polythine.
- Local police should be actively involved in tracing the family of the homeless whenever required.
- If the homeless individual is deserted from the family, then the enquiry / counselling session with the family should be arranged to explore the possibilities of immediate reintegration after careful verification of documents available with the family. This should be done with active involvement of concerned welfare departments / police / AGENCYs / CBOs.

## **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 ULB Toll free No- XXXXXXXXXXXXX
- 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 **ULB**, **Phone No-**\_\_\_\_\_\_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 the CLC and Shelter Coordinator/ Manager of implementing Agency.
- After the due process the homeless individual will be shifted to the shelter catering to the special needs of the homeless.
- The CLC and the Shelter Coordinator/ Manager -The AGENCY 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 coordinator
- 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 AGENCY shall keep coordination with CMMU of the ULB 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 followup 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 the ULB.
- 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 the ULB 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.

## Linkages with 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: Convergence with other departments for realizing the various entitlements of Homeless:

- Linkages with Pradhan Mantri Suraksha Bima Yajana, Pradhan Mantri Jeevan Jyoti Bima Yojana, Pradhan Mantri Dhan Jan Yojana, etc.
- Linkage to Housing for All (HFA), NULM and other schemes / services / entitlements of the Ministry.

- Identity Proof & Postal Address, Elector's Photo Identity Card (EPIC)
- Admission to Govt Schools, Admission to Public Hospitals for Health Care
- Free Legal Aid, ICDS services
- Rehabilitation of disable schemas of Ministry of Social Justice and Empowerment
- Referral Services for women & Children in distress with SWADHAR, UJJAWALA, SABALA, One Stop Center, Women Help Line Scheme of MoW&CD
- Direct Benefit Transfer under Various Govt Schems.
- Old age, widows, and disability pensions
- BPL identification / Voter ID cards/Adhaar Card
- Bank , Post Office , Jan Dhan Yojana accounts
- Access to Anganwadi services /Admission to government schools
- linkage with State Urban Livelihood Mission (SULM)/National Urban livelihood Mission (NULM)/National Urban Health Mission(NUHM)-Subject to eligibility.
- Admission to all hospitals with free medicines and treatment.
- Training for paper bag making.

## **Reintegration**

- The Agency can refer those requiring long-term social protection services in coordination with CLC to Govt.of Odisha
- Staff of the AGENCY should be present during the reintegration process

### Housing continuum

The residents should be supported with the following facilities by the Agencys 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.

## Death:

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

# Administrative Arrangements for Institutionalizing Shelters & Allied Services for the Urban Homeless

## **Implementation Structure:**

• Nodal Agency: The State Urban Development Agency (SUDA), is designated as the Nodal Agency. The ULB will act as the Sub -Nodal agency.

- **Central Office**: 'The City Level Coordinator (CLC) will be provided with an office space in the ULB along with the required administrative facilities inclusive of travel.
- The office of the CLC will be the centralized office for ensuring basic services for the urban homeless.
- The Central Office will also be the first level of contact for availing information about the shelter for the homeless from the ULB.
- The ULB will also provide all information of Urban Homeless shelters & its beneficiaries in online service.
- Funding support will be given to ULB from SUDA & in turn ULB will release to the Agency within 15-days from the date of receipt of Invoices from the SMA.
- The agency will deploy Manager/Coordinator with better remuneration to do over all supervision of all 5 nos. of SUH centers and to coordinate with the ULB.

## **Reporting :**

• The Shelter Management Agency will submit weekly/fortnightly/monthly report to the ULB on the progress & problem relating to the inmates & centre.

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