

REQUEST FOR PROPOSAL

SELECTION OF AGENCY FOR

OPERATION AND MANAGEMENT OF SHELTER FOR URBAN HOMELESS IN PONDICHERRY MUNICIPALITY



PONDICHERRY MUNICIPALITY

Email: comrpm.pon@nic.in
Tel- No-0413 2334074
Kamban Kalai Arangam, Puducherry-605 001

DISCLAIMER

Pondicherry Municipality has prepared this document to give the background information to the Interested agencies on **Operation & Management of the Shelter for Urban Homeless at H.M. KAASIM Salai (opp) to G.H., Puducherry.**

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

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

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

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

1. Schedule of Bidding Process

A. Pondicherry Municipality invites technical and financial proposals from prospective bidders for **Operation& Management of the Shelter for Urban Homeless at H.M. KAASIM Salai (opp) to G.H., Puducherry** in accordance with the conditions and manner prescribed in this RFP document. Submission of proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document.

B. Important dates and information :

Sl. No.	Information	Details
1.	Publication of RFP	15.06.2023
2.	Address and e mail for submission of written queries for clarifications	THE COMMISSIONER Pondicherry Municipality Kamban kalai Aragam, Puducherry-605 001. Tel: 0413 2334074 Email : comrpm.pon@nic
3.	Last date of receipt of proposals	30.06.2023 before 3.00 P.M.
4.	Date and Time of Technical proposal opening	30.06.2023 at 4.00 P.M.
5.	Date and Time of Technical Presentation	30.06.2023 at 5.00 P.M.
6.	Date and Time of Financial proposal opening	30.06.2023 at 5.30 P.M.
7.	Cost of Bid document	Rs. 5000/- (Rupees Five thousand only)
8.	Earnest Money Deposit value	Rs.25,000/- (Rupees Twenty Five thousand only) refundable.
9.	Performance Bank Guarantee Value	5% of tendered value to be submitted on acceptance of tender.
10.	Address for deposit of EMD	The Commissioner, Pondicherry Municipality.
11.	Address at which proposal in response to RFP notice is to be submitted.	THE COMMISSIONER PONDICHERRY MUNICIPALITY Kamban Kalai Aragam, Puducherry PIN-605 001. Tel: 0413 2334074 Email: comrpm.pon@nic.in

C. The RFP document containing the details regarding the scope of work and qualification criteria.

2. Background

Definition of Homeless Persons

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

Guiding Principles

Pondicherry Municipality will adopt a just, human 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.

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.

RFP FOR OPERATION & MANAGEMENT

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).

3. The Objective

The objective of this assignment is to engage an Agency such as Homeless person's collectives, Youth and Women's community based groups, Universities and Institutions, Nehru Yuvakendras, 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 H.M. KAASIM Salai (opp) to G.H., Puducherry, Pondicherry Municipality.**

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

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

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

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

- Task -1** : To Create Awareness for the Homeless Persons
- Task -2** : Identification of Homeless persons & Rescue Operations
- Task -3** : Management of Shelter
- Task -4** : Provide Required Manpower
- Task -5** : Capacity Building of Officials & members of Management Committee
- Task -6** : Collection of User Charges
- Task -7** : Submission Reports (Weekly/Monthly or as per required or instruction)
- Task -8** : Other Ancillary works of the Agency

Deliverables of the Agency/NGO/Institution

1. Preparation & submission of **Operation plan report** within 7 days of issue of work order.
2. Submission of monthly consolidated Report on **collection of Users Charges**.
3. Submission of monthly consolidated Report on **Night Survey & rescue operation**.
4. Submission of monthly consolidated Report on **Shelter Management**.
5. Shall submit consolidated report on **Workshop & Training**.
6. Preparation of **Data base** of residents and submission of monthly report.
7. To provide assistance to **Shelter Management Committee (SMC)**.
8. Any other Report as per Instruction & required by the competent Authority (i.e.)
The Commissioner, Pondicherry Municipality.

5. Instruction to Bidders

- A. The Bidders are invited to submit Technical and Financial proposals as per the given formats in separate sealed covers for consulting services required for the assignment.
- B. The selection would be based on the **Quality-cum-Cost Based Selection (QCBS)** procedure, subject to the condition that the Technical Proposal is in substantive compliance with the RFP requirements. The proposal will form part of the contract with the selected Agency/Institution/NGO/Firm.
- C. The Technical Proposal should be submitted along with a refundable EMD of **Rs. 25, 000/-** in form of DD drawn in favour of "**THE COMMISSIONER, PONDICHERRY MUNICIPALITY, PUDUCHERRY**".
- D. The Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiations. Pondicherry Municipality is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without incurring any liability to the Project Management Consultants.
- E. The selected bidder shall provide professional, objective, and impartial advice and at all times hold the interest of Pondicherry Municipality paramount.
- F. The Technical and Financial proposals to be submitted by the Bidders should be firm and valid for a period of 120 days from the last date of submission of the proposal.
- G. Bidders may request clarifications on the RFP document within 7 calendar days from the date of issue of this RFP. Any request for clarification must be sent in writing, or by e-mail.

- H. At any time before the submission of Proposals, Pondicherry Municipality may amend the RFP by issuing an addendum. The addendum shall be a part of the original RFP and shall be hosted in the Municipal website (www.oulmun.in)
- I. The proposal (**Technical and Financial Proposal**) shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for Technical qualification, Technical and Financial proposals should respectively be in the prescribed formats given in the **Annexures 1 to 7**.
- J. An authorized representative of the bidders shall initial all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- K. The Agency/Institution /NGO/Firm will submit Manpower/Professionals as per **Annexure-4**.

Technical Proposal shall be placed in a separate sealed envelopes clearly marked as, "TECHNICAL PROPOSAL FOR OPERATION & MANAGEMENT OF THE SHELTER FOR URBAN HOMELESS at H.M. KAASIM Salai (opp) to G.H., PUDUCHERRY, UNDER PONDICHERRY MUNICIPALITY."

Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked as, "FINANCIAL PROPOSAL FOR OPERATION & MANAGEMENT OF THE SHELTER FOR URBAN HOMELESS at H.M. KAASIM Salai (opp) to G.H., IN PONDICHERRY MUNICIPALITY."

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

"PROPOSAL FOR OPERATION & MANAGEMENT OF THE SHELTER FOR URBAN HOMELESS at H.M. KAASIM Salai (opp) to G.H.,_UNDER PONDICHERRY MUNICIPALITY."

- M. The Proposals must reach at Pondicherry Municipality in the below mentioned address latest by **3.00 P.M. on 30.06.2023**.
- N. The proposals shall be sent by Registered Post/Speed Post and hand delivery only. Proposals sent through facsimile, email is not allowed and shall summarily be rejected.

THE COMMISSIONER
PONDICHERRY MUNICIPALITY
Kamban Kalai Arangam,
Puducherry – 605 005
Email: comrpm.pon@nic.in

6. MINIMUM ELIGIBILITY CRITERIA

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

I. Technical Criteria

LOCAL CONDITIONS for the Agency/Institution/NGO/Firm

1. It is extremely important for an Agency/NGO/Institution to fully inform itself on all local conditions and factors which may have any effect on discharge of the agency's responsibilities as described herein bellow (Scope of Work).

2. The Agency/NGO/Institution are advised to visit and examine the city and its surroundings and obtain for themselves on their own cost and responsibility all information that may be necessary for preparing the tender and later, if selected, for discharging the responsibilities of the Agency.
3. Pondicherry Municipality shall not entertain any request for clarification from a (prospective / intending) tender, regarding such local conditions.
4. It is the responsibility of the bidder that city conditions and other such factors have properly been investigated and considered while submitting the bid proposals.
5. The Bidders must note that no claim whatsoever shall be entertained by Pondicherry Municipality nor any financial adjustments arising there from shall be permitted on account of failure of a bidder to appraise itself of local conditions.
6. The Agency/NGO/Institution will make all arrangements for smooth effective management of as per need & urgency for better handling of the situation politely without any damage /gross loss of the organisation or of the implementing agency or of the PONDICHERRY MUNICIPALITY.

CRITERIA for the Agency/NGO/Institution/Firm

(i) Should have experience in working in co-ordination with Govt. sector like Municipal Corporation, Govt. Office, and Public sector Department or should have experience in running a service home for aged or orphans. The agency should have adequate man power for management of Shelter for Urban Homeless.

(ii) Should be registered under the Indian Societies Act / Indian Trust Act / Indian Religious and Charitable Trusts Act / or as a not for profit Company under the Companies Act or the relevant state Acts for at least five years as on the 1st January 2019.

(iii) Should have valid registrations such as Permanent Account Number (PAN) of the Income Tax dept. GST Registration Number; Registration No. of the Agency/Firm.

(iv) Should have at least 3 years' experience in urban issues, such as Management of Homeless Shelters for Urban Homeless, Homes or Orphanages /Livelihood / Social Development/ Capacity Building/ Human Rights/ Women & Children & disabled Persons.

(v) An Agency/NGO/Institution must not have been blacklisted or placed under funding restriction by any Ministry or Department of the Government of India or CAPART or by a State Government (or its agency). Accordingly an affidavit in Annexure-6 needs to be submitted. Failure to enclose the affidavit will entitle rejection of bid.

(vi) The Agency/NGO/Institution must have successfully completed at least two urban projects in social Sector or three years experience in managing shelters, homes or orphanages.

(vii) The Agency/NGO/Institution must not have any govt affiliation in any form:

Neither the Head of the Agency/NGO/Institution, nor any employee of the Agency, should be either a Govt. /Semi Govt. employee or the employee of any Govt.-undertaking in any (casually/ contractually directly or indirectly) form.

(viii) The Agency/NGO/Institution must submit only the audited financial statements/reports as the evidence of turnover. Please note that this proof of turnover must be part of the technical proposal and not the financial proposal.

(ix) Resolution of Executive/ Governing committee meeting authorizing the person to sign tender document.

7. Financial Criteria:

Min. annual average turnover of the Applicant shall be **INR 10 lakhs** or more during the last 3 financial years i.e., 2020-21, 2021-22 and 2022-23. The bidders need to provide audited statements to support their claim.

Note:

- i. Bidder must submit a Proof of registration of the legal entity.
- ii. 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).
- iii. Bidder must submit copy of work orders and its completion certificates of assignments issued by the client.

8. Bid Evaluation Methodology

Evaluation of the Technical and financial proposals will be based on **Quality cum Cost Based Selection (QCBS)** mode with weighted average of **60:40** for technical and financial proposals respectively.

A. Evaluation of Technical Bid

The technical proposal shall be evaluated in three phases.

- a) In the first phase the Technical Proposals shall be evaluated on the basis of minimum eligibility criteria as mentioned in **above**.
- b) In the second phase the top three ranked firms/agencies shall be shortlisted and will be invited for presentation in Pondicherry Municipality. The presentation format is elaborated in **Table No. 2**.

Technical Bid Evaluation Criteria

Sl. No.	Summary of Technical Proposal Evaluation Forms	Score Weight
1.	Year of existence	
	10 Marks for 3 years of existence – 2 Mark for each additional year maximum 20 marks	20
2.	Presence in Puducherry	
	3 Marks for 3 years of presence- 1 mark for each additional year maximum 5 marks	05
3.	Experience in Similar works in Urban Sector (or) experience in running shelter, home (or) orphanage in Puducherry/ Neighboring states	
	5 marks for 2 similar projects- 2 marks for each additional similar project maximum 15 marks	15
4.	Experience of similar works in last 3 years in managing shelters, homes etc.	
	5 marks for similar projects for last 3 years- 2 marks for each additional year maximum 15 marks	15
5.	Organizational Financial strength	

	10 marks for Rs. 10 lakhs turn over for last three years- 1 mark for each additional Rs. 5 lakhs turn over maximum 15 marks	15
	TOTAL	70

B. Technical Presentation

The top ranked three bidders shall be required to make presentations up to 15 minutes to demonstrate their relevant credentials before the PONDICHERRY MUNICIPALITY.

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

TABLE-2
Presentation before the Technical Selection Committee

Adequacy of the proposed work plan and methodology in responding to the TOR:		Score Weight
1	(a) Understanding of project:	5
	Understanding of scope of work and way forward if Selected	
	(b) Past Similar Experience (Two Projects)	5
	(c) Approach and Methodology	10
	(d) CV of Shelter Co-ordinator, Home Manager & Social Manager	10
Total		30
(Table-1 +Table-2)=Grand Total		100

C. Opening of Financial Proposal

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

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

$$\mathbf{Fs = 100 \times FM1/F1}$$

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

Combined and Final Evaluation

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

$$\mathbf{S = Ts \times Tw + Fs \times Fw}$$

(Where **S** is the combined score, and **Tw** and **Fw** are weights assigned to Technical Proposal

and Financial Proposal that shall be **0.60** and **0.40** respectively).

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

9. Deliverables of the Agency/NGO/Institution

1. Preparation & submission of **Operation plan report** within 7 days of issue of work order
2. Submission of monthly consolidated Report on **collection of Users Charges.**
3. Submission of monthly consolidated Report on **Night Survey & rescue operation**
4. Submission of monthly consolidated Report on **Shelter Management.**
5. Shall submit consolidated report on **Workshop & Training.**
6. Preparation of **Data base** of residents and submission of monthly report
7. To provide assistance to Shelter Management Committee (SMC)
8. Any other Report as per Instruction & required by the competent Authority i.e. The Commissioner, Pondicherry Municipality.

10. Period of Consultancy:

The Contract period with the selected Firm shall be valid for a period of **36 months** from the date of execution of the contract agreement, extendable upon satisfactory performance.

11. Performance Security

Before signing of the Contract the successful bidder shall submit a Performance Security in the form of a demand draft @ 5% of tendered value of a scheduled nationalized bank payable at Puducherry, favouring **THE COMMISSIONER, PONDICHERRY MUNICIPALITY**; or in the form of a Performance Bank Guarantee, from a scheduled nationalized bank with a branch in Puducherry, with a validity of two years. The Performance Bank Guarantee will be in accordance with the pro-forma bank guarantee given in **Annexure-3**

12. Site Visit & Verification of Information

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

13. Signing of Agreement

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

14. 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, Pondicherry Municipality would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, Pondicherry Municipality would also have the right to terminate the agreement with the selected firm.

15. Number of Proposals

A bidder is eligible to submit single proposal for Shelter.

16. Tender Document Fee

Non-refundable Tender Document (Pondicherry Municipality Office) cost in shape of Demand Draft/Pay order from any scheduled commercial bank in favour of **THE COMMISSIONER, Pondicherry Municipality, Puducherry** payable at Puducherry for **Rs. 5000/- (Rupees Five thousand only)** is to be furnished by the bidder along with the technical Bid. Bid without the requisite tender Document cost shall be treated as non-responsive and rejected. The mentioned Tender cost is inclusive of the GST.

17. Earnest Money Deposit (EMD)

EMD in shape of Demand Draft / Pay order from any scheduled commercial bank in favour of **THE COMMISSIONER, Pondicherry Municipality, Puducherry** payable at Puducherry for **Rs.25,000/- (Rupees Twenty Five thousand only)** is to be furnished by the bidder along with the Technical Bid. Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying in Pondicherry Municipality, Puducherry is allowed. Unsuccessful bidder's EMD will be discharged / returned within 60 days from the date of execution of the agreement between Pondicherry Municipality and the selected firm. No interest will be paid on EMD.

The EMD may be forfeited in following conditions:

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

18. Validity of Bid

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

19. Disputes

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

20. Acknowledgement of Bidder

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

- a) made a complete and careful examination of the RFP, general condition of contract, submission formalities and evaluation mechanism;
- b) received all relevant information requested from Pondicherry municipality;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of Pondicherry Municipality;
- d) satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e) acknowledged that it does not have a conflict of interest with any other Agencies/ Firm; and

- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

21. Right to reject any or all Proposals

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

PONDICHERRY MUNICIPALITY also reserves the right to reject any Proposal if:

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

22. Penalty

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

23. Language

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

24. Late Submission

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

25. Modifications and Withdrawal of Proposals

No modifications to the Proposals shall be allowed once it is received by Pondicherry Municipality.

26. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by Pondicherry Municipality to the selected bidder and the bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by Pondicherry Municipality and the next eligible firm may be considered for the project.

27. Execution of Agreement

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

28. Commencement of Assignment

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

29. Consortium

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

30. Proprietary data

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

Covering Letter

(On the Letterhead of the applicant)

To:

**THE COMMISSIONER,
Pondicherry, Municipality
Kamban Kalai Arangam,
Puducherry-605 001.**

Sir,

We, the undersigned, offer to provide the **Service for Operation & Management of the Shelter for Urban Homeless at H.M. KAASIM Salai (opp) to G.H.**, Puducherry in accordance with your Request for Proposal dated 15.06.2023. We are hereby submitting our Proposal, which includes this Technical and a Financial Proposal sealed under a separate envelope.

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

We also hereby agree and undertake as under:

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

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

Thanking You,

Yours Sincerely,

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

PROPOSAL SUBMISSION FORM

(On Bidder's letter head, in case of a consortium bid on Consortium Leader's Letter head)

Date:

To

**THE COMMISSIONER,
Pondicherry Municipality,
Kamban Kalai Arangam,
Puducherry-605 001.**

Sub: Technical Proposal against RFP for engaging Agency to undertake **Operation & management of Shelter for Urban Homeless at H.M. KAASIM Salai (opp) to G.H., under Pondicherry Municipality**, implementation of NULM in Pondicherry Municipality.

Dear Sir,

1. With reference to your RFP document dated 15.06.2023, I/we, having examined the RFP Documents and understood their contents, hereby submits our Proposal for Operation & management of Shelter for Urban Homeless **at H.M. KAASIM Salai (opp) to G.H., Pondicherry Municipality.**
2. The Proposal is unconditional and unqualified.
3. All information provided in the **Proposal** and in the **Forms & Annexure** is true and correct. This statement is made for the express purpose of qualifying as an Applicant for undertaking the Project.
4. We shall make available to Pondicherry Municipality any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of Pondicherry Municipality to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. **We declare that:**
 - a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by Pondicherry Municipality.
 - b. We do not have any conflict of interest in accordance with the RFP document;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Pondicherry Municipality or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice,
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.

9. We declare that we have no business relationship with any other firm submitting a Proposal for the Project.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we shall intimate Pondicherry Municipality of the same immediately.
14. We hereby irrevocably waive any right which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by Pondicherry Municipality in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of our being declared as the successful applicant, we agree to enter into an Agreement in accordance with the draft attached in the RFP document.
16. We have studied all the RFP Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Pondicherry Municipality or in respect of any matter arising out of or concerning or relating to the selection Process including the award of contract.
17. The Assignment Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
18. We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
19. We agree to keep this offer valid for 120 (one hundred and twenty) days from the Proposal Due Date specified in the RFP.
20. We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)
(Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Date:

Place:

Organisational structure

Sl. No.	Subject head/Particulars	
1.	Name, Address, telephone & Fax number of the bidder	
2.	Registration No. (Incorporate certificate No. and Date etc. as applicable)	
3.	Name, Address, telephone & Fax number of the Head of the Organization / Agency	
4.	No. of Full time Project Management staff working in your organization / Agency for last 3 years	
5.	No. of Technically Qualified staff engaged on Full-Time Basis in your Organization / Agency for last 3 Years	
6.	No. of non-technical Project Management staff engaged in full time basis in your Organization / Agency for last 3 years (Incorporate a brief profile of Project Management Non-tech Staff)	
7.	No. Of technical and Non-Technical Project Management staff turnover during last 3years (Incorporate a list of the staff, designation and year of leaving the Organization / Agency)	
8.	Year wise turnover of the Organization / Agency over last 3 years	
9.	List of Projects & its Funding Agency in last 3 Years (Format A)	
10.	List of similar Projects or Equivalent Projects & its Funding Agency in last 3 years (Format B)	
11.	List the years of experience the bidder possesses related to support Field Survey / Social Mobilisation / Community Participation / Operation & Management of Shelter for homeless / Orphan / destitute persons in Municipality / Development Authorities / Other relevant Govt. Agencies during last Four years.	

Yours faithfully,

(Signature of the Authorized signatory)
(Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Date:

Place:

Format –A of Form 1 Annexure-2

Sl. No.	Name of the project	Sponsoring Agency/ Govt. Dept/ other client	Duration	Coordinator of the Project	No of full time staff involved	No of Hired consultants involved	Location	Value of the contact

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

Format –B of Form 1 Annexure-2

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

Sl. No.	Name of the project	Sponsoring Agency/ Govt. Dept/ other client	Duration	Coordinator of the Project	No of full time staff involved	No of Hired consultants involved	Location	Value of the contact

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

Form-2 of Annexure 2

FINANCIAL STANDING (ANNUAL TURNOVER)

(On the Letter Head of the Applicant)

- (a) **Name of the firm/company:**
- (b) **Name of the contact person :**
- (c) **Designation :**
- (d) **Company/Firm :**
- (e) **Address :**
- (f) **Telephone number :**
- (g) **E-mail address :**
- (h) **Fax number :**
- (i) **Mobile number:**
- (j) **Annual Turnover:**

Financial Year	Total Turnover (Rs. in Lakhs)
2020-21	
2021-22	
2022-23	

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

Signed and sealed by a Chartered Accountant

Membership No.

Form-3 of Annexure-2

What had been the approaches and methodologies followed by your organization / agency for Operation& Management of the Shelter for Urban Homeless **at H.M. KAASIM Salai (opp) to G.H.**, under Pondicherry Municipality mentioned in Form 2 (Present a Diagrammatic presentation of project management structures)

Approach & Methodology

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

1. List out in bullet points what are the 'Major Deliverables' of the bidder under Operation & Management of the Shelter for Urban Homeless **at H.M. KAASIM Salai (opp) to G.H.**, in Pondicherry Municipality.
2. Frame-in the proposed methodologies and approaches along with the work plan in a tabular form against 'Each of the Major Deliverables'.
3. List out at least 05 major challenges, including those that may be peculiar to the city where surveys/Mobilization or Rescue operation are to be conducted, that you contemplate to encounter in course of executing the assignment and how would you overcome those challenges.

List out at most in 10 sentences your methodologies and approaches towards 'Quality Control' of the Operation & Management of the Shelter for Urban Homeless **at H.M. KAASIM Salai (opp) to G.H.**, under Pondicherry Municipality mentioned above.

Format of Bank Guarantee

In consideration of the THE COMMISSIONER, Pondicherry Municipality , Puducherry-5 (hereinafter called the "Client") having offered to accept the terms and conditions of the proposed agreement (hereinafter called the "said Agreement") between THE COMMISSIONER, Pondicherry Municipality, Pondicherry and M/s.(hereinafter called the "said Bidder") for the work of Operation & management of Shelter for urban Homeless **at H.M. KAASIM Salai (opp) to G.H.**, in Pondicherry Municipality area having agreed to production of an irrevocable bank guarantee for Rs. 50,000/-(Rupees Fifty Thousand only) as a security / guarantee from the Bidder for compliance of its obligations in accordance with the terms and conditions in the said agreement.

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

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

2. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor/Agency/Firm(s) shall have no claim against us for making such payment.

3. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

4. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

6. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.

7. This guarantee shall be valid up to.....
Unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. (Rupees_____only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the _____ day of _____ for _____.

**Signature of the Authorised Officer of the bank Name & designation of the Officer
Seal, Name & Address of the Branch Address of the bank**

Shelter Coordinator/Manager-cum-Counselor**Nature of the Job**

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

Minimum Qualifications:

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

Core Competencies:

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

Key Role & Responsibilities

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

1. Format for CV of Shelter Coordinator/Manager-cum-Counselor

Name of the Post:

Name of the Applicant:

Date of Birth & Age:

Address:

Other personal Details:

Educational Qualification

Sl. No.	Exam Passed	College/Institution/University	Year	Subjects	Division & Percentage
1.					
2.					

Professional Qualification

Sl. No.	Exam Passed	College/Institution/University	Year	Subjects	Division & Percentage
1.					
2.					

Current Position if any

Sl. No.	Post	Agency/NGO/Institution	Year & Name of Project	Role & Responsibilities	Gross Salary
1.					
2.					

Past work Experience in last 5 Years

Sl. No.	Post	Agency/NGO/Institution	Year & Name of Project	Role & Responsibilities	Gross Salary
1.					
2.					

Training attended / Exposures if any

Sl. No.	Name of Training	Name of Organisation	Key points to Training	Duration of Training
1.				
2.				

Languages

Sl. No.	Language	Read			Speak			Write		
		Average	Poor	Good	Average	Poor	Good	Average	Poor	Good
1.	Tamil									
2.	English									
3.	Other									

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

Signature of
Candidate

Place:

Date:

2- Caretakers/ Caregivers - Cum - Cook

CV to be enclosed with signature of the Caretaker.

FINANCIAL BID

To
THE COMMISSIONER
 Pondicherry Municipality
 Puducherry.

Sub: Financial Proposal for Operation & Management of Shelter for Urban Homeless at H.M. KAASIM Salai (opp) to G.H., in Pondicherry Municipality.

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your RFP. The monthly project cost for "operation and management of shelter for Urban Homeless in Pondicherry Municipality, for one location to have 50 persons" is given hereunder.

The expected parameters for calculation of the project cost are (for one year)

(A) HUMAN RESOURCE

Sl. No.	NAME OF THE POST	Rate/Month
1.	Coordinator Cum Counselor (1 No.)	
2.	Care Taker Cum Cook (1 No.)	
3.	Security Guard (2 Nos.)	
	TOTAL	

B. NECESSITIES

Sl. No.	DESCRIPTION	Rate/Month
1.	Gas Cylinder 2 Nos. for one month	
2.	Food (Night) for 50 persons for 30 days (If required)	
3.	Snacks (Morning & Evening) for 50 persons / 30 days.	
4.	Toiletries, Clothing & Cleaning	
5.	Stationery for Office	
	TOTAL	

The Project cost shall be finalized by Pondicherry Municipality when the selected Agency submits the operational plan report within 7 days of issue of work order. Financial quotation shall be exclusive of service tax. 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.

We undertake that in competing for and, if the award is made to us, in executing the above services. We will abide the laws against fraud and corruption in force in India. We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:
 Name and Title of Signatory:
 Name of Firm:
 Address

UNDERTAKING

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

Signature of Bidder Name of Signatory
Name of the Agency/NGO/Firm
Seal of the Agency/NGO/Firm

Date:

DRAFT CONTRACT

THIS CONTRACT ("Consultancy CONTRACT") is made on the _____ day of 2022 at Pondicherry Municipality.

BETWEEN:

Pondicherry Municipality, Puducherry-5 t a statutory Corporation /Municipal constituted/notified by the Government of Puducherry under the Local Administration Department. Having its office at Kamban Kalai Arangam, Puducherry-1 (hereinafter referred to "ULB" or the "Corporation / Municipality "or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assignees) of One Part

AND

Name of the organization, a company / firm having its registered / head office at (hereinafter referred to as the "Consultant" or the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, includes its administrators, successors and permitted assignees) of the Other Part

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

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

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

IT IS HEREBY AGREED between the Parties as follows:

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

- Appendix 1** :- General conditions of the Contract
- Appendix 2** :- Services to be provided by the Consultant
- Appendix 3** :- Applicable Fees and Charges payable to the Consultant and accepted by the ULB.

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

2. Commencement and Duration of the Services

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

3. Time of the Essence

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

For and on behalf of the ULB

Name:

Date:

For and on behalf of Consultant

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

Appendix I – General Conditions of Contract

1. DEFINITIONS

'**The Consultant**' means the person, partnership or company with whom this Contract is placed.

'**The Consultant's Representative**' means the Project Coordinator who is responsible for all contractual aspects of the Contract on behalf of the Consultant.

'**The Consultant's Personnel**' means any person instructed pursuant to this contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees and agents.

'**The ULB's Representative**' means any entity appointed by the ULB to act on the ULB's behalf with regard to supervision and/or management of this contract.

'**The Services**' means the services set out in **Appendix -2**.

'**The Nodal Officer**' means the person named in Appendix II, who is responsible for ensuring coordination between the ULB and the Consultant

'**Contract Documents**' means the documents listed in the Contract Agreement, including any amendments thereto.

'**Contract Price**' means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

'**Contract**' means this Contract entered into between the ULB and the Consultant, together with the Contract Documents referred to herein, including all attachments, appendices, and all documents incorporated by reference herein.

2. SEVERABILITY

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

3. RELATIONSHIP BETWEEN THE PARTIES

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

4. DURATION OF THE CONTRACT

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

5. MODE OF PAYMENT

The payment is made as per the SOP and Consultant shall, raise an invoice, based on the rate as approved under the RFP and recorded in **Appendix 3**.

6. PENALTY FOR DEFAULT

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

7. TERMINATION OF THE CONTRACT

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

Suspension or Termination without Default of the Consultant

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

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

Suspension or Termination with Default of the Consultant

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

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

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

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

A. the Consultant is a company and:

(1st) an order is made or a resolution is passed for the winding up of the Consultant; or

(2nd) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.

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

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

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

8. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a) Conduct survey of Urban Homeless persons in the Pondicherry Municipality.

- b) Conduct Awareness programmes for Shelter for Urban Homeless and regarding its centre address & its services through Leaflets, Posters, Wall painting, Banner, FGD, Area Sabha/meetings in Pondicherry Municipality area.
- c) Conduct rescue operation of Urban Homeless in Pondicherry Municipality area as and when required.
- d) Operate & Manage the Shelter as per the Standard Operating Procedure (SOP) for Shelter for Urban Homeless,
- e) Collection of User charges as per Guidelines / instructions of the Authority /Act & Rules.
- f) Operating & managing the Shelter for urban Homeless **at H.M. KAASIM Salai (opp) to G.H.**, in Pondicherry Municipality by engaging suitable personnel in a smooth and safety way.

9. INDEMNIFICATION

Consultant shall indemnify, defend and hold the ULB harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against the ULB by reason of or arising out of Consultant's, gross negligence or wilful misconduct with respect to Consultant's duties and activities within the scope of this Contract. Except for Consultant's gross negligence or willful misconduct, the ULB shall indemnify, defend and hold Consultant and its partners, directors, officers, agents, servants and employees (collectively, the "Consultant Indemnities") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses incurred in the capacity of a defendant or a witness, and all other costs and expenses (including without limitation attorneys' fees and court costs) to which any of the Consultant Indemnities may become liable or subject by reason of or arising out of the performance or non-performance of Consultant's duties and activities within the scope of this Contract.

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

Limitation of Liability

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

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

10. CONFIDENTIALITY

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

11. COMPLIANCE WITH LAWS

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

record, as may be in force and effect during the subsistence of this Contract.

12. GOVERNING LAW AND JURISDICTION

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

13. DISPUTE RESOLUTION

Amicable resolution

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

Arbitration Procedure

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

Performance during Dispute Resolution

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

14. WAIVER

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

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

15. MODIFICATION

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

16. NOTICES

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

17. TRANSFER OF CONTRACT

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

18. VARIATIONS

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

19. HOUSING CONTINUUM

Staff of the NGO should be present during the reintegration process

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

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

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

20. PERFORMANCE BANK GUARANTEE

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

[Details as applicable to be filled in]

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

PERFORMANCE GUARANTEE No.:

Dated:

ULB's Name

Address of the ULB

Dear Sir,

We have been informed that *[insert complete name of Successful Bidder]* (hereinafter called "the Successful Bidder") has received a Letter of Intent issued by you for entering into a Contract with you, for the undertaking survey works as fully described in your RFP dated 15-06-2023

(Hereinafter called "the Contract").

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

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

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

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

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

Services to be provided by the Consultant

1. Creation of awareness among the homeless persons to take the shelter in the Urban Homeless Shelter.
2. Orientations & training among the homeless persons for their livelihood.
3. The Agency should Rehabilitate and Reintegrate the residents in the shelter according to the Protocol.
4. Entitlements to Social Security, Health, Education, Legal Aid. Financial inclusion to be ensured by the Agency in coordination with the Pondicherry Municipality.
5. Regular management (24x7 hours) such as cleanliness/discipline of shelter.
6. Functioning of kitchen for subsidized meal for Homeless person.
7. Liaison with other departments for facilitation/convergence of different types of assistance such as social security pension, ICDS facility, financial inclusion, education, affordable housing, Rastriya Swasthya Bima Yojana, inclusion in Adhaar Card, free legal aid, health check- up etc. for homeless persons.
8. To properly management of the Shelter for homeless program in their specified area.
9. To provide services to the number of urban homeless as specified in the MOU.
10. To examine & undertake appropriate steps to identify the beneficiaries in their area.
11. To conduct a night survey to identify the beneficiaries.
12. To provide basic services defined in the MOU.
13. Agency should ensure the safety of the inmate.
14. The Agency should recruit a full time coordinator (preferable a trained social worker in counseling), a resident home manager (for kitchen management, dispute resolution, record maintenance etc) and two security staffs.
15. The Agency shall ensure that the capacities of the staffs are regularly enhanced and updated.
16. Counseling services should be provided and individual records must be maintained for every resident in the shelter including rehabilitation plan within a time- frame.
17. Ensure that all the residents are rehabilitated based on the specific need of the resident.
18. Once a resident is rehabilitated the Agency should identify a new resident from the nearby area.

Appendix-3

Applicable Fees to the Consultant and accepted by the ULB

The ULB shall pay the Consultant a fee of Rs.....(Indian Rupees.....only) per month. This fee / price for Consultant's services payable by the ULB for the services of the Consultant is all inclusive; it includes all costs and profits of the Consultant in connection with Operation & Management of Shelter for Urban Homeless **at H.M. KAASIM Salai (opp) to G.H.**, in Pondicherry Municipality area, Puducherry and also includes all national or state taxes.

Checklist for Bidders

Sl. No.	Covered Envelope	Head	Sub head
1	Check that all pages of all papers being submitted, except the Bid Bond, are duly authenticated by the person signing Form 1 & Covering letter		
2.	1st Covered Envelope	Technical Bid	<ol style="list-style-type: none"> 1. Latest three years financial statements (one set only) 2. Copies of work orders completion certificate (please see Bidding System, Technical Bids for details) one set only 3. Approaches & Methodology for Operation & Management of the Shelter for Urban Homeless 4. Copies of payment certificates (Please see Bidding System, Technical Bids for details) one set only. 5. EMD on prescribed format or Demand Draft for bid security. 6. Undertaking Formats for not Blacklisting Annexure-6 7. Demand draft for cost of RFP 8. Forms Annexure 1 to 7 9. Signed CV of the Shelter Coordinator/Manager Annexure-4 (Form-1) 10. Signed CV Formats for other staff – Annexure -4 (Form-2)
3	2nd covered Envelope	Financial Bid	Ensure that the envelope containing Financial Bid contains only (FINANCIAL BID)
4	3rd Covered Envelope	<p>Tender for Operation & Management of Shelter for Urban Homeless at H.M. KAASIM Salai (opp) to G.H., in Pondicherry Municipality, Puducherry.</p> <p style="text-align: center;">↓</p> <p>(Technical Bid& Financial Bid)</p>	