

F.No.5-2/OM/NULM/SUH/2024-25

OULGARET MUNICIPALITY

DAY-NULM

PUDUCHERRY

NOTICE INVITING TENDER

Tender I.D.No. 2025_DLA_ 18011_1



**NAME OF WORK: OPERATIONS AND MANAGEMENT OF SHELTER FOR URBAN
HOMELESS AT GORIMEDU IN OULGARET MUNICIPALITY,
PUDUCHERRY**

Last date for downloading of e-Tender: 17-04-2025 upto 3:30 P.M.

Last Date for submission of e-Tender: upto 3:30 P.M. on 17-04-2025.

Date and time of opening : 4:00 P.M. on 17-04-2025.

**COMMISSIONER
OULGARET MUNICIPALITY**

Cost of tender document Rs.5,000/- (Inclusive GST)

Email: om.pon@nic.in

Tel- No-0413 2200941

Main Road, Jawahar Nagar, Puducherry-605 005

DISCLAIMER

Oulgaret Municipality has prepared this document to give the background information to the Interested agencies on **“Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry.”**

While Oulgaret 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 TENDER.

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

Tender I.D. No. 2025_DLA_ 18011_1

A. Oulgaret Municipality invites technical and financial proposals from prospective bidders for “**Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry**” in accordance with the conditions and manner prescribed in this tender document. Submission of proposal in response to this tender shall be deemed to have been done after careful study and examination of this document. This e – tender should be submitted online through the URL <https://pudutenders.gov.in>.

B. Important dates and information:

Tender documents can be seen on website: www.py.gov.in and download/participate online from <https://pudutenders.gov.in> by the Contractors / Firms / Institution / Co-operative Societies registered on the Portal.

Sl.No.	Information	Details
1.	Tender I.D.No.	2025_DLA_18011_1
2.	Bid document available from http://pudutenders.gov.in	02-04-2025 at 12:00 A.M. Up to 3:30 P.M. on 17-04-2025
3.	Address and e-mail for submission of written queries for clarifications	The Commissioner– cum – Project Officer (DAY-NULM), Oulgaret Municipality, Jawahar Nagar, Puducherry-605 005. Tel: 0413 2200941 Email : om.pon@nic.in
4.	Last date and Time for downloading of Bid	17-04-2025 before 03:30 P.M.
5.	Pre-bid meeting date, time and venue	Date 08-04-2025 from 3:30 P.M. to 5:30 P.M. Venue: In the Chamber of the Commissioner, Office of Oulgaret Municipality, Jawahar Nagar, Puducherry – 605 005
6.	Last date and Time for Online submission of Bid documents	17-04-2025 upto 03:30 P.M.
7.	Date & Time of opening Technical Bid	17-04-2025 at 04:00 P.M.
8.	Date & Time of opening Financial Bid	It is will intimated to the eligible bidders.
9.	Bid Validity	180 Days
10.	Period of contract	36 Months (3 Years) from the date of issue of work order.
11.	Cost of Tender document including GST	Rs.5,000/- (Rupees Five Thousand Only) (including GST)
12.	Earnest Money Deposit (E.M.D) value	Rs.25,000/- (Rupees Twenty Five Thousand Only) refundable.
13.	Performance Bank Guarantee Value	5% of tendered value for a period of One Year to be submitted on acceptance of tender.

2. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain **valid ikey and** Digital Signature Certificate (DSC) at the earliest. Tenderer shall submit their offer in electronic format in above mentioned website on or before the scheduled date and time as mentioned above after digitally signing the same. **No offer in physical format of Technical bid and Financial bid shall be accepted** and any such offer if received by Oulgaret Municipality, Puducherry shall be summarily rejected.

4. The cost of Tender Document and Earnest Money Deposit (EMD) as noted in **Col.11 & 12** of the table above are to be submitted through Online Mode in favour of the Commissioner, Oulgaret Municipality, Puducherry only and failure to provide EMD and cost of tender document as specified here shall lead to rejection of bid. Technical bids shall be opened and scrutinized at **4.00 P.M. on 17-04-2025** in the Chamber of the Commissioner, Oulgaret Municipality.

5. Online Submission of EMD, Tender Cost, Tender Documents, Technical Qualification Bid and Financial Bid.

The completed bid comprising of documents indicated in Technical bid and Financial bid digitally signed should be uploaded in the website cited along with scanned copies of requisite certificates / documents as are mentioned in different sections in the bidding document.

CONDITIONS:-

- (1) Bid Fee and EMD shall be paid online through the payment Gateway provided at <https://pudutenders.gov.in> at the time of submission of bid.
- (2) The tender without earnest money deposit and cost of tender document will not be accepted by the system.
- (3) Bids shall remain valid for **180 days (One Hundred and Eighty Days)** from the date of opening of the tender.
- (4) On the schedule time and date of opening, the Commissioner, Oulgaret Municipality authorizes the opening of tender on the notified time. Bidders can access the particulars, after opening of tender in the website. The Municipality will not be liable for any delay in submission of tender.
- (5) The Oulgaret Municipal Council reserves all rights to accept or reject any bid, and to cancel and reschedule the bidding process, at any time due to administrative reasons prior to opening and award of the bidder, without assigning any reason thereof. Any liability to the participated bidders due to rescheduled / cancellation of tender, the Oulgaret Municipal Council is not responsible for the same and no claim shall be entertained on this account.

- (6) If the date of submission of tender notified happens to be a holiday due to unforeseen circumstances, the tender will be opened on the next working day.
- (7) The tender of the bidder who does not satisfy the Eligibility and Technical Bid Criteria in the bid documents shall be liable to be rejected summarily without assigning any reason and no claim whatsoever on this account shall be considered.
- (8) The eligibility criteria and other conditions are appended herewith.
- (9) The contractor not to claim any condition apart from the NIT.
- (10) EMD shall be refunded to unsuccessful bidders only after issuing of work order to the successful bidder.
- (11) The jurisdiction of court shall be at Puducherry District Court.
- (12) For any clarifications or for any other particulars the Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry - 605 005 can be contacted during the working hours on all working days. Contact No. 0413 – 2200941. **E-mail:** om.pon@nic.in
- (13) Please contact e-Procurement cell e-tender help desk for guidance in Phone No. 0413-2220225 & 1800 233 7315 (Toll Free) during office hours.

Possession of **ikey and** Digital Signature Certificate (DSC) and registration of the eligible Contractors/Firms/ Institution /Co-op., Societies on the website i.e. <https://pudutenders.gov.in> shall be a prerequisite for e-tendering.

For further details and e-tendering schedule, visit website <https://pudutenders.gov.in>

**COMMISSIONER
OULGARET MUNICIPALITY
PUDUCHERRY**
email: om.pon@nic.in

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

Oulgaret 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.

TENDER 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 and Management of the Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry.

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, Oulgaret Municipality, Puducherry.

5. Instruction to Bidders

- A. The Bidders are invited to submit Technical and Financial proposals through Online e-tender vide the URL **<https://pudutenders.gov.in>** as per the given formats.
- 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 tender 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/- (Rupees Twenty Five Thousand Only)** through Online Mode in favour of the **“THE COMMISSIONER, OULGARET MUNICIPALITY, PUDUCHERRY”**.

- D. The Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiations. Oulgaret 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 Oulgaret Municipality paramount.
- F. The Technical and Financial proposals to be submitted by the Bidders shall be valid for a period of 180 days from the date of opening of the financial bid.
- G. Bidders may request clarifications on the Tender document within 7 calendar days from the date of issue of this Tender (i.e., upto 08-04-2025). Any request for clarification must be sent in writing addressed to the Commissioner, Oulgaret Municipality or by e-mail id: om.pon@nic.in
- H. A prebid meeting is also scheduled on 08-04-2025 in the Chamber of the Commissioner at Office of Oulgaret Municipality, Jawahar Nagar, Puducherry from 3:30 P.M. to 5:30 P.M. Bidders may raise queries and obtain clarification and the same will be uploaded in the website <https://pudutenders.gov.in> on or before 17-04-2025 which will be also be apart of the bid document.
- I. At any time before the submission of Proposals, Oulgaret Municipality may amend the Tender by issuing an addendum. The addendum shall be a part of the original Tender and shall be hosted in the Oulgaret Municipality website (<https://pudutenders.gov.in>)

THE COMMISSIONER
OULGARET MUNICIPALITY
Jawahar Nagar, Puducherry – 605 005
Email: om.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 below (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. Oulgaret Municipality shall not entertain any request for clarification from a (prospective / intending) tenderer, 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 Oulgaret 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 OULGARET 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 2025.
- (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.

(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., 2021-22, 2022-23 and 2023-24. 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 **TABLE - 1**.
- b) In the second phase the top three ranked firms/agencies shall be shortlisted and will be invited for presentation in Oulgaret Municipality. The presentation format is elaborated in **Table No. 2**.

Documents to be submitted in Online (e-procurement format)
(Technical Bid)

(a) Year of existence

The Contractors / Firms / Institution/ Co-operative Societies should submit the proof regarding year of existence in the form of audited financial statement duly signed by the Chartered Accountant (Copies to be uploaded through Online for every year). 10 Marks for 3 years of existence – 2 Mark for each additional year maximum 20 marks for scoring full marks.

(b) Presence in Puducherry

The Contractors / Firms / Institution / Co-operative Societies must upload their registration certificate with address proof in Puducherry (Copies to be uploaded through Online for every year). 3 Marks for 3 years of presence- 1 mark for each additional year maximum 5 marks for scoring full marks.

(c) Experience in Similar works in Urban Sector (or) experience in running shelter, home (or) orphanage in Puducherry/ Neighboring states

The Contractors / Firms / Institution / Co-operative Societies should submit the experience in Similar works in Urban Sector (or) experience in running shelter, home (or) orphanage in Puducherry/ Neighboring states (copy of work orders and its completion/ Performance Certificate for similar type of works issued by clients to be uploaded through Online). 20 marks for 2 similar projects- 5 marks for each additional similar project maximum 10 marks for scoring full marks.

(d) Organizational Financial strength

The Contractors / Firms / Institution / Co-operative Societies should submit the Audited Balance Sheets of Minimum annual average turnover shall be **INR 10 lakhs** of the last three financial years i.e., 2021-22, 2022-23 and 2023-24 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. (Copies to be uploaded through Online for every financial year). 10 marks for Rs. 10 lakhs turn over for last three years financial years - 1 mark for each additional financial years Rs. 5 lakhs turn over maximum 15 marks for scoring full marks.

(e) Other Forms to be filled & duly signed and to be uploaded online

Covering Letter Annexure -1, Technical bid proposal submission form Annexure-2, Form-1 of Annexure-2, Form-A of Form 1 Annexure-2, Form-B of Form 1 Annexure-2, Form-2 of Annexure-2, Signed CV of the Shelter Coordinator/ Manager-cum-counselor & Caretakers/Caregivers-cum-cook CV of Form-1 Annexure-4, Undertaking Formats for not Blacklisting Annexure-6.

**Documents to be submitted in Online (e-procurement format)
(Financial Bid)**

Name of work: Financial Proposal for “Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry.”

(A) HUMAN RESOURCE

Sl.No.	NAME OF THE POST	Rate/Month (in figures)	Rate/Month (in words)
1.	Coordinator cum counselor 8 hours duty per day (Rate per month to be quoted) (1 No.)		
2.	Care taker cum cook 8 hours duty per day (Rate per month to be quoted) (1 No.)		
3.	Security Guard 8 hours duty per day (Rate per month to be quoted) (2 Nos.)		
	TOTAL in Rs.		

NECESSITIES

Sl.No.	DESCRIPTION	Rate/Month (in figures)	Rate/Month (in words)
1.	Gas cylinder for one month requirement (rate per number for cylinder to be quoted) 2 Nos.		
2.	Food (Night) for 50 persons for 30 days (If required)		
3.	Snacks (Morning & Evening) for 50 persons / 30 days.		
4.	Toiletries, Clothing & Cleaning for one month		
5.	Stationery for Office for one month		
	TOTAL in Rs.		

SIGNATURE OF TENDERER WITH SEAL

Technical Bid Evaluation Criteria

TABLE – 1

Sl. No.	Summary of Technical Proposal Evaluation	Score Weight
1.	Year of existence	
	(i) 10 Marks for 3 years of existence. (ii) 2 Mark for each additional year for maximum a of 10 marks. (Total 20 marks)	20
2.	Presence in Puducherry	
	(i) 3 Marks for 3 years of presence. (ii) 1 mark for each additional year for a maximum of 2 marks. (Total 5 marks)	05
3.	Experience in Similar works in Urban Sector (or) experience in running shelter, home (or) orphanage in Puducherry/ Neighboring states	
	(i) 20 marks for 2 similar projects. (ii) 5 marks for each additional similar project for a maximum 10 of marks. (Total 30 marks)	30
4.	Organizational Financial strength	
	(i) 10 marks for Rs. 10 lakhs turn over for last three years financial years. (ii) 1 mark for each additional financial year for Rs. 5 lakhs turn over for a maximum of 5 marks. (Total 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 OULGARET MUNICIPALITY.

The Technical scoring (Ts) of participants shall be as per the point scoring methodology. Oulgaret 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 Terms of Refence (TOR):		Score Weight
	(a)	Understanding of project:	
1		Understanding of scope of work and way forward if Selected	5
	(b)	Past Similar Experience (Two Projects)b 5	5
	(c)	Approach and Methodology 10 marks	10
	(d)	CV of Shelter Co-ordinator, Home Manager & Social Manager 10	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:

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

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

Combined and Final Evaluation

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

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

(Where **S** is the combined score, and **Tw** and **Fw** are weights assigned to Technical Proposal and Financial Proposal that shall be **0.60** 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 TENDER 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, Oulgaret Municipality.

10. Period of Consultancy:

The Contract period with the selected Firm shall be valid for a period of **3 Years (i.e., 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 **Performance Bank Guarantee @ 5%** of tendered value for 12 Months of a scheduled nationalized bank payable at Puducherry, favouring **THE COMMISSIONER, OULGARET MUNICIPALITY, PUDUCHERRY**, from a scheduled nationalized bank with a branch in Puducherry, which must be valid for a period of **three years (i.e., 36 Months)**. 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 Oulgaret 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, Oulgaret Municipality would reserve the right to forfeit the Performance Security and the payment outstanding for the said job. In addition, Oulgaret 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 Cost of Tender Document to be submitted through Online Mode in favour of **THE COMMISSIONER, Oulgaret Municipality, Puducherry** for **Rs.5,000/- (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 to be submitted through Online Mode in favour of the **“THE COMMISSIONER, OULGARET MUNICIPALITY, 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 Oulgaret Municipality, Puducherry is allowed. Unsuccessful bidder's EMD will be discharged / returned within 60 days from the date of execution of the agreement between Oulgaret Municipality and the selected firm. No interest will be paid on EMD.

The EMD shall be fully 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 180 days from the date of opening of the financial bid. 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 District 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 Tender, general condition of contract, submission formalities and evaluation mechanism;
- b) received all relevant information requested from Oulgaret 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 Oulgaret 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.

OULGARET 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 OULGARET MUNICIPALITY.

21. Right to reject any or all Proposals

Notwithstanding anything contained in this invitation document, Oulgaret 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.

OULGARET 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

Oulgaret 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 Oulgaret 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 Oulgaret Municipality.

26. Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by Oulgaret 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 Oulgaret 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, Oulgaret Municipality may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same by Oulgaret 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 Oulgaret Municipality or submitted by the bidder to Oulgaret Municipality shall remain or become the property of Oulgaret Municipality. The bidders are to treat all information as strictly confidential. Oulgaret 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 Oulgaret Municipality in relation to the Consultancy shall be the property of Oulgaret Municipality.

Covering Letter

(To be uploaded Online)

To

**The Commissioner– cum – Project Officer (DAY-NULM),
Oulgaret Municipality,
Jawahar Nagar,
Puducherry-605 005.**

Sir,

We, the undersigned, offer to provide the **Service for “Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry”** in accordance with your tender dated **17-04-2025**. We are hereby submitting our Proposal, which includes this Technical and a Financial Proposal separately.

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 tender.

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)**

**TECHNICAL BID PROPOSAL
PROPOSAL SUBMISSION FORM**
(To be uploaded Online)

Date:

To

**The Commissioner– cum – Project Officer (DAY-NULM),
Oulgaret Municipality,
Jawahar Nagar,
Puducherry-605 005.**

Sir,

Sub: Technical Proposal against TENDER for engaging Agency to undertake
“**Operations and Management of Shelter for Urban Homeless at Gorimedu in
Oulgaret Municipality, Puducherry**” implementation of DAY-NULM in Oulgaret
Municipality.

1. With reference to your TENDER document dated **17-04-2025**, I/we, having examined the TENDER Documents and understood their contents, hereby submits our Proposal for “**Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry.**”
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 Oulgaret Municipality any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of Oulgaret 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 Oulgaret Municipality.
 - b. We do not have any conflict of interest in accordance with the TENDER 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 TENDER document, in respect of any tender issued by or any agreement entered into with Oulgaret 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 TENDER, 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 TENDER 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 Oulgaret 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 Oulgaret 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 TENDER document.
 16. We have studied all the TENDER 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 Oulgaret 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 TENDER, draft Agreement.
 18. We agree and understand that the Proposal is subject to the provisions of the TENDER 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 180 days (one hundred and eighty days) from the Proposal Due Date specified in the TENDER.
20. We agree and undertake to abide by all the terms and conditions of the TENDER document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the TENDER document.

Yours faithfully,

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

Date:

Place:

(To be uploaded Online)
Organizational structure

Sl.No.	Subject head/Particulars	Remarks
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:

(To be uploaded Online)
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.

(To be uploaded Online)

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.

(To be uploaded Online)
FINANCIAL STANDING (ANNUAL TURNOVER)

- (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)
2021-22	
2022-23	
2023-24	

Duly signed by the Authorized Signatory of the Applicant (Name, Title and Address of the Authorized 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 **“Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry”** 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 **“Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry”**
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 **“Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry”** mentioned above.

Format of Bank Guarantee

In consideration of the THE COMMISSIONER, Oulgaret 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, Oulgaret Municipality, Oulgaret and M/s.(hereinafter called the "said Bidder") for the work of **"Operation and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry"** area having agreed to production of an irrevocable bank guarantee for Rs. _____ **/- (Rupees _____ only)** as a security / guarantee from the Bidder for compliance of its obligations in accordance with the terms and conditions in the said agreement.

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

1. We undertake to pay to the Client any money so demanded not withstanding 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 Not withstanding 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:

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.

- 1) **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.
- 2) **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.
- 3) **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.
- 4) **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.
- 5) **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.
- 6) **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, Oulgaret 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 Oulgaret Municipality.

(To be uploaded Online)

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.	Read				Speak			Write		
	Language	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 Scanned with signature with name and date of the Caretaker and should be uploaded online.

FINANCIAL BID

(To be uploaded Online in Financial Bid)

Name of work: Financial Proposal for “Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry.”

(A) HUMAN RESOURCE

Sl.No.	NAME OF THE POST	Rate/Month (in figures)	Rate/Month (in words)
1.	Coordinator cum counselor 8 hours duty per day (Rate per month to be quoted) (1 No.)		
2.	Care taker cum cook 8 hours duty per day (Rate per month to be quoted) (1 No.)		
3.	Security Guard 8 hours duty per day (Rate per month to be quoted) (2 Nos.)		
	TOTAL in Rs.		

NECESSITIES

Sl.No.	DESCRIPTION	Rate/Month (in figures)	Rate/Month (in words)
1.	Gas cylinder for one month requirement (rate per number for cylinder to be quoted) 2 Nos.		
2.	Food (Night) for 50 persons for 30 days (If required)		
3.	Snacks (Morning & Evening) for 50 persons / 30 days.		
4.	Toiletries, Clothing & Cleaning for one month		
5.	Stationery for Office for one month		
	TOTAL in Rs.		

SIGNATURE OF TENDERER WITH SEAL

(To be uploaded Online)

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 _____ Month _____ of 2025 at Oulgaret Municipality.

BETWEEN:

Oulgaret Municipality, Puducherry-5 a statutory Corporation /Municipal constituted/notified by the Government of Puducherry under the Local Administration Department. Having its office at Main Road, Jawahar Nagar, Puducherry-5 (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 **3 Years (i.e.,36 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 TENDER 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
- i) 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.

ii) 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 Oulgaret 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 Oulgaret Municipality area.
- c) Conduct rescue operation of Urban Homeless in Oulgaret 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) Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry 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 TENDER dated Day - Month-2025

(Hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the said TENDER 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 a sum of Rs. _____ *[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 Oulgaret 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 Aadhaar 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.

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 **"Operations and Management of Shelter for Urban Homeless at Gorimedu in Oulgaret Municipality, Puducherry"** and also includes all national or state taxes.

Checklist for bidders for submission through Online

Sl. No	BID HEAD	SUB-HEAD
1.	Checklist of Documents/ Details to be submitted with Technical Bid and Financial Bid through Online URL https://pudutenders.gov.in . along with the following details.	
2.	Technical Bid	1. Year of existence The Contractors / Firms / Institution/ Co-operative Societies should submit the proof regarding year of existence in the form of audited financial statement duly signed by the Chartered Accountant (Copies to be uploaded through Online for every year). (i) 10 Marks for 3 years of existence. (ii) 2 Mark for each additional year for maximum a of 10 marks. (Total 20 marks)
		2. Presence in Puducherry The Contractors / Firms / Institution / Co-operative Societies must upload their registration certificate with address proof in Puducherry (Copies to be uploaded through Online for every year). (i) 3 Marks for 3 years of presence. (ii) 1 mark for each additional year for a maximum of 2 marks. (Total 5 marks)
		3. Experience in Similar works in Urban Sector (or) experience in running shelter, home (or) orphanage in Puducherry/ Neighboring states The Contractors / Firms / Institution / Co-operative Societies should submit the experience in Similar works in Urban Sector (or) experience in running shelter, home (or) orphanage in Puducherry/ Neighboring states (copy of work orders and its completion/ Performance Certificate for similar type of works issued by clients to be uploaded through Online). (i) 20 marks for 2 similar projects. (ii) 5 marks for each additional similar project for a maximum 10 of marks. (Total 30 marks)
		4. Organizational Financial strength The Contractors / Firms / Institution / Co-operative Societies should submit the Audited Balance Sheets of Minimum annual average turnover shall be INR 10 lakhs of the last three financial years i.e., 2021-22, 2022-23 and 2023-24 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. (Copies to be uploaded through Online for every financial year). (i) 10 marks for Rs. 10 lakhs turn over for last three years financial years. (ii) 1 mark for each additional financial year for Rs. 5 lakhs turn over for a maximum of 5 marks. (Total 15 marks)
		5. Other Forms to be filled & duly signed and to be uploaded online Covering Letter Annexure -1, Technical bid proposal submission form Annexure-2, Form-1 of Annexure-2, Form-A of Form 1 Annexure-2, Form-B of Form 1 Annexure-2, Form-2 of Annexure-2, Signed CV of the Shelter Coordinator/ Manager-cum-counselor & Caretakers/Caregivers-cum-cook CV of Form-1 Annexure-4, Undertaking Formats for not Blacklisting Annexure-6.
3.	Financial Bid	Financial Bid to be submitted online as mentioned in Annexure -5.