

STATE URBAN DEVELOPMENT AGENCY

“ইলগাস ভবন”, এইচ-সি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ
“ILGUS BHAVAN”, H-C Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

SUDA-23/2014/ 10/6

14.07.2016

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তারিখ

From: Director SUDA
& Mission Director, WBSULM

To : The Chairman
Krishnanagar Municipality

Sub: Guidelines for Operation & Maintenance of Shelter for Urban Homeless, format of Shelter Management Committee (SMC) , Code of Conduct & Draft MoU for engagement of operating agency.

Sir,

Kindly find enclosed herewith a copy of Guidelines for operation & maintenance of Shelter for Urban Homeless under DAY-NULM duly approved with a suggestive Code of Conduct, Memorandum of Understanding for engagement of operating agency and suggestive composition of Shelter Management Committee, for information and appropriate necessary action.

Now that the construction of the Shelter has been completed and the furnishing other inputs for making the unit operational are also reportedly complete, you are requested to take necessary steps for operationalization of the unit at an early date.

(Enclosed)

Yours faithfully,


Director SUDA

& Mission Director, WBSULM

Memo. No. SUAD-23/2014/ 10/6/1

Date: 14.07.2016

Copy forwarded to Chief Engineer, MED for information


Director SUDA

& Mission Director, WBSULM

Guidelines for Operation & Maintenance of Shelter for Urban Homeless Under DAY-NULM

❖ PUBLICITY OF INFORMATION

In order to ensure that the information about availability of Shelters for Urban Homeless reaches the ultimate beneficiaries, i.e. the targeted population, adequate publicity measures should be taken by the State/ULB on regular basis. Posters, banners, hoardings should be placed at all vantage points like railway station, bus stands, hospitals, parks, important market areas, etc. for wide publication of the location and facilities available in the shelter. Leaflets and the local newsletter should carry news about the shelters for wider dissemination.

Handholding of the homeless should also be done with the involvement of CBOs, NGOs, NSS etc. on regular basis so that the homeless people could be sensitized and encouraged to use the shelters.

❖ IDENTIFICATION AND RESCUE

- i) Mandate of the scheme is not just to build a shelter but also to ensure that no one is deprived of a safe and secured roof over his/her head. Hence, it must be ensured by the ULBs and the agencies running the shelters that no homeless persons in the area sleeping under the sky. Agency running the shelter shall have the responsibility of identifying the homeless persons and also persuading them to come to the shelter.
- ii) CBO, NGOs, and any other organization working for the cause of the urban homeless should be sensitized, trained and motivated to bring the homeless to the shelter.
- iii) Infirm, sick, victims of crime, destitute, minor children and other vulnerable groups should be handled with extreme sensitivity. They should be rescued from the streets.
- iv) The agency should take the rescued sick person to the nearby hospital for medical treatment, if required.
- v) During the process of rescue, local police should be informed. Simultaneously, Social Welfare Department; Women and Child welfare Department; or any other concerned department should be contacted to facilitate their stay and recovery in their specific homes which are equipped to deal with their specific needs.

❖ ADMISSION AND REPATRIATION

- i) Counseling support to the inmates should be provided by the shelter Coordinator / Manager.
- ii) Local police should be actively involved in tracing the family of the homeless whenever required.
- iii) If the homeless individuals is deserted from the family, then enquiry/ counseling session with the family should be arranged to explore the possibilities of immediate reintegration; after careful verification of documents available with the family. This should be done with active involvement of concerned welfare departments/police/NGOs/CBOs.

❖ **Shelter Management Committee (SMC)** : A Shelter Management Committee (SMC) will be formed in every city to oversee the monitoring of the homeless shelters. The Shelter Management Committee will comprise representatives from the relevant Government Departments, the urban local body, the district administration, the shelter operating organization and local civil society organizations working with the homeless, representatives from users of this service, activists/professionals from the social sector.

- Composition Format (Annexure-I)

❖ Selection of Shelter Operating Agency & Management

Process of Selection: The operations and management of the shelters can be undertaken by ULBs or identified by the ULBs such as:

- i) NGOs and CBOs registered under the Societies Registration Act, 1860 and Trust Acts or other similar laws of the State Governments.
 - ii) Self Help Groups/ Area Level Federation/ City Level Federation and committees recognized by the State Government /Urban Self Governments.
 - iii) Resident Welfare Associations
- **Agreement with Agency:** Model MoU has been attached with this Guideline.
 - **Refundable Deposit from Agency:** Agency has to deposit a Bank Guarantee amount of Rs. 25000/- (Refundable) at the time of agreement.
 - These agencies may also facilitate orientation, training and identification of shelter management staff.
 - Capacity Building programme of the staff managing the shelter should be carried out to sensitise them towards the needs of the homeless so that they are able to empathise with their problems and are able to treat them with respect and dignity.

- Each shelter shall have the following minimum full time staff for looking after daily management, upkeep, cleanliness and discipline at the shelter:

(i) One Manager (full time)

(ii) 2 Caregivers (One must be Women) + 1 Security (Day & Night shift)

The staff may be engaged by the ULB or resourced through agencies/ institutions responsible for operating the shelters. For shelters with women inmates, minimum one woman caregiver should be given.

- The salary cost for the above positions can be included in O&M cost of the project, however if more staff is required, then the ULB / State Government may arrange for the funds from other sources.
- . Each shelters should prominently display the rights and responsibilities of the residents.
- Shelters will be a space for convergence and provisions of various entitlements of social security, food, education and health care systems. All homeless persons, in shelters should be given priority under various schemes, and government programmes. This responsibilities should be taken by Shelter Management Agency. An illustrative list where such convergence is desirable is given below:
 1. Identity Proof & Postal Address, Elector's Photo Identity Card (EPIC), etc.
 2. Old age, widows and disability pensions.
 3. BPL cards, PDS ration cards, etc.
 4. Bank or post office accounts.
 5. ICDS services.
 6. Admission to government schools.

* Rastriya Swasthya Bima Yojana, Pradhan Mantri Suraksha Bima Yojana, Pradhan Mantri Jeevan Jyoti Bima Yojana, Pradhan Mantri Jan Dhan Yojna etc.

- ULBs must ensure adequate supply of electricity and water, fire protection measures, as per the norms laid in the MOU.
- Pest and vector control, regular cleaning of blankets, mattresses and bed-sheets, and maintenance of other services must be done weekly basis. This has to be ensured by SUH Operational agency.

❖ Meals/Food

Efforts may also be made to tie up with such charitable, not-for-profit organization or any other Community Based Organization (CBO) which could provide free food for the inmates.

❖ Health And Hygiene

i) ULBs have to organize Health Camp on quarterly basis jointly with Local Hospitals.

❖ Meals/Food

Efforts may also be made to tie up with charitable, not-for-profit organization or any other Community Based Organization (CBO) which could provide free food for the inmates.

(*)A portion of O & M fund may be utilized for providing subsidized/ free of cost food to destitute / infirm / non-capable inmates as per the decision of Shelter Management Committee.

❖ Health And Hygiene

i) ULBs have to organize Health Camps on quarterly basis jointly with Local Hospitals.

ii) Agency engaged for O&M must be aware of the following diseases:

a) Communicable (Chicken Pox, Tuberculosis, Pneumonia, Diphtheria, Conjunctivitis, Scabies, Common Cold etc.). For communicable diseases, the care givers should without delay inform the nearest facility.

b) Non-Communicable (heart diseases and stroke, chronic respiratory diseases, cancers etc.). For non- communicable diseases, the care givers should immediately act upon emergency occurrence and inform the nearest facility.

- Address and phone numbers of nearest hospitals and other health facilities should be retained with the Agency as well as posted on the entrance walls of the shelters.

iii) As per Swachh Bharat Mission motto, care givers should take initiatives for cleanliness drive along with the inmates for both the premises and also its surroundings.

❖ Records To Be Maintained

1. Register of inmates showing the details such as health status, skills, benefits provided to the Homeless.
2. Permanent Register showing assets created including furniture and other, infrastructure.
3. Stock Register for consumables and non-consumable items.
4. Attendance Register
5. Accounts/ Cash Book showing the expenditure (daily expenditure incurred, detailed vouchers and receipts for each transaction, i.e. the amounts received or released) for both fixed costs and variable costs etc.
6. Staff Attendance Register along with honorarium payment details.
7. Shelter Executive Committee/ Management Committee Meetings Register
8. Complaints and Suggestions Register.
9. Visitors book Register

❖ USER FEES

User fees, if any, will be levied with the objective of improving participation of the residents in operations of the shelter and would be modestly priced. The fund so collected could be utilised for maintenance of the facilities. The following will determine the norms and application of user fees by any implementing authority:

a) Nominal charges could be collected depending on the income levels of the urban homeless at rates ranging from 1/10 to 1/20 of their income. For those with no payment capacities, total exemption should be granted. b) Meals provided at the shelter must be fully subsidized for old, infirm, disabled women and men and all children. For other shelter residents, meals may be provided at subsidized costs as decided by the State/ULB. c) All residents will be encouraged to offer voluntary services for maintenance of shelter homes including mess facilities, cleanliness, etc. on rotation basis (e.g. half day service per person /week). These norms to be evolved by the shelter manager together with the shelter management committee.

❖ FUNDING PATTERN:

Sl.	Item	Quantity	Unit	Rate	Amount
				Rs.	Rs.
1	Annual Maintenance cost of Shelter				
i)	Electricity charges	12	Months	5000.00	60000.00
ii)	Maintenance of Plumbing & Electrical work	12	Months	500.00	6000.00
2	Annual Servicing Cost				
i)	Sweeping charges	12	Months	3000.00	36000.00
ii)	Replenishment of bedding	10%	of capital cost		12500.00
iii)	Replenishment of Kitchen equipment	10%	of capital cost		5000.00
3	Cost of providing free food for 10% of inmates who are old/infirm and cannot pay (50x365x10%)	1825	Days	100.00	182500.00
4	Staff Salary				
i)	Manager (full time)	12	Months	10000.00	120000.00
	Caregivers: 3 nos for 3 shifts of 8 hrs (including at least one female)	36	Months	5000.00	180000.00
				Total	602000.00
			Rupees Six Lakh Two Thousand Only		

❖ **Quality Audit:**

1. In addition, quality audit of operational shelters will be conducted at the shelter level on a quarterly basis. The audits are also expected to be conducted by a third party external evaluator.
2. Apart from that, social audit should be conducted at least once a year.

❖ **MONITORING AND EVALUATION:**

i) The Executive Committee (EC) at the Municipal Corporation / Municipalities formed under NULM will review and supervise overall functioning of the shelter participation with community representatives , Civil Society Organizations, line departments and Elected Representative etc.

ii) Shelter Management Committee (SMC), constituted at each Municipal Corporation / Municipality shall supervise the day-to-day functioning of the shelter. SMC will comprise of CIC (NULM)/ Assistant Engineer, Manager (Social Infrastructure) / Manager (SD & I) of CMMU, a Community Organiser, full time Manager looking after the shelter and a few nominated residents of the shelter.

iii) SMC shall frame Code Of Conduct for both staff and inmates besides clearly laying down responsibilities for the shelter inmates which after being approved by the Executive Committee (EC) shall be implemented meticulously and will be binding for all.

Shelter Management Committee (SMC)

- i) MMIC/CIC in charge of NULM----- -- -Member
- ii) MMIC/ CIC in charge of Social Welfare----- Member
- iii) City Mission Manager in charge of Shelter----- Member
- iv) CMOH or his representative----- Member
- v) District Social Welfare Officer or his representative ----- -Member
- vi) General Manager of District Industry Centre or his representative----- Member
- vii) Officer in charge of Local Police station ----- Member
- viii) Representative from the agency for O & M -----Member
- ix) Two representative from inmates of SUH----- - Member
- x) Representative from the Civil Society ----- Member
- xi) city Project Officer ----- Member Convenor.

Code of Conduct:

This *Code of Conduct* is a set of behaviours to establish and specify relations between staff and shelter residents. Not all behaviours and circumstances can be foreseen. This Code is meant to give staff knowledge of appropriate behaviour between residents and staff. Any questionable situations that arise between staff and residents that do not seem to be covered in this code of conduct should be addressed with a supervisor to obtain clarification and guidance.

1. Staff will always treat residents with respect and dignity. No guest should be a victim of verbal, emotional, or physical abuse by staff.
2. Staff will behave in accordance with all applicable safety policies and procedures. The safety of all residents and staff shall be held as the highest value.
3. Staff must refrain from alcohol or drug use while on duty. They should never come to work under the influence of alcohol or drugs.
4. Staff must refrain from any relationship with a resident that could be viewed as unprofessional. Inappropriate types of relationships include, but are not limited to:
 - Business relationships
 - Sale or use of drugs and alcohol
 - Gambling
 - Financial Assistance (acting as a payee or conservator)
 - Personal relationships outside of the work environment
5. Staff will always apply rules and regulations fairly and equitably to all residents.
6. Staff will not provide favours for, or accept favours from, residents.
7. Staff will never give or take money from a resident.
8. Staff will not use any language that is offensive or discriminatory.
9. Staff will dress in a way that reflects positively upon their role as professionals working in shelter or social services.
10. Staff will refrain from any communication with residents that may be interpreted as inappropriate and flirtatious, including improper jokes, self-disclosure, or touching.
11. When in doubt about any course of action or behaviour with residents, staff should consult their supervisor.

I, _____, have read and understood the Code of Conduct that is to be followed by all staff working in the shelter. I further understand that this code does not include all foreseeable circumstances that I may face in working with shelter residents, and that I will seek supervision anytime I have questions about appropriate or professional behaviour.

Name _____

Date _____

Do's And Don'ts

1. To Show Respect for Each and Every Resident:

1.1. Do welcome a resident when they come to the shelter. Make eye contact and greet them warmly with a smile.

1.2. Do introduce yourself when meeting a resident for the first time. Do this even before you ask them for their name at check in. It communicates that you are not just interested in getting their name for identification purposes, but also to know them as a person.

1.3. Do put the resident's needs above your own while on duty. Never make a resident wait for service when it isn't necessary. For instance, social conversations with other staff should stop when a resident needs assistance.

1.4. Don't wait for a resident to come to you. When you see a resident with an obvious need, whether it's an extra blanket, information, or the need to have someone to talk to, approach them with assistance. By anticipating a resident's needs you are showing them that they are important.

1.5. Don't use your power as a shelter employee to demean, humiliate, or judge a resident. Be aware of your status as a staff person.

1.6. Don't discuss a resident's business in public areas where other resident's may overhear. Provide privacy (whenever possible) for a resident to discuss sensitive information.

1.7. Do finish dealing with one resident's concerns or needs before attending to another's. This can be difficult because staffs are often pulled in many directions at once. However, by prioritizing needs and focusing on one resident at a time, staffs are actually able to use their time more efficiently.

1.8. Do show concern for a resident's personal belongings. When a resident enters a shelter, they usually have everything they own with them. Showing an understanding of the importance of these belongings to the resident communicates an overall sense of respect.

1.9. Do show tolerance for differences. These differences may include religious, spiritual, political, and cultural beliefs. For example, a resident who identifies as transgendered may wish you to call them something other than their legal name.

1.10. Don't blame or reprimand a resident in front of other residents. You may not always have the luxury of enforcing rules and regulations in private to a resident who is not compliant. By refraining from loud or obvious criticism of a resident in front of others, you maintain the dignity and cooperation of the resident.

1.11. Do treat all residents equally. It is common for a resident to ask you to bend a rule or for special treatment to meet their unique circumstance. Staffs need to be very careful when approaching this situation as they may appear to be showing favouritism.

Show respect to the residents. Model respect in your actions and you can watch it grow throughout the shelter. Shelter residents look to the staff for assistance and guidance. When guests see that staffs have respect for the shelter and its procedures, they are more likely to respect you and each other.

2. To Show Respect for the Institution, Policies and Procedures:

- 2.1. Do maintain a clean and orderly environment. Remember, the shelter is not only a workplace, it is someone's home.
- 2.2. Do treat your co-workers with respect. Try to keep personal conversations with other staff to a minimum when in a resident's presence. Never share personal information about other staff with residents.
- 2.3. Don't interrupt other staff's interactions with a resident. Unless there is urgent need, allow other staff to fully concentrate on the resident they are working with. If you must interrupt, do so respectfully. Say, "Excuse me, I am sorry to interrupt, but..."
- 2.4. Don't blame or "bad mouth" the institution, your co-workers, or supervisors in front of residents. When staffs have a complaint, criticism, or suggestion for improvement, they should address this in staff meetings or with their supervisors. When residents have complaints or criticisms of the facility or staff, listen and provide them with information on the appropriate means of filing a grievance or complaint.
- 2.5. Do follow policies and procedures consistently. Reinforce to residents that staff can be relied upon to carry out their duties, and enforce the rules and regulations of the facility in a consistent, competent, and fair manner.

3. To Take Responsibility for Your Professional Behaviour:

- 3.1. Do be aware of your professional limitations. Do not attempt resident interventions you are not trained or authorized to provide. Seek supervision if you are unsure about how to proceed or act in a situation.
- 3.2. Do take on self-improvement and educational activities. Take advantage of opportunities for training within the shelter system. Use these opportunities for professional development.
- 3.3. Don't blame others for your mistakes. Embrace your errors and take responsibility for correcting them. Staffs who are willing to learn from their mistakes can be model responsibility and trustworthiness for residents and other staff.
- 3.4. Don't lose control of your emotions in front of residents. Seek help from peers or your supervisor when you feel overwhelmed. It is not a sign of weakness to be emotionally affected by your work. By seeking help you are working to maintain balance in your professional behaviour.
- 3.5. Do pay attention to how you present yourself in your demeanour, dress, and hygiene. It is important that our own standards of behaviour, dress, and cleanliness be a model for residents. Check with your supervisor about the policies and procedures of appropriate attire in your work place.
- 3.6. Don't let your personal affairs interfere with your professional duties. Keeping a resident waiting while you finish a personal telephone call shows a lack interest and concern for that resident's needs.

Always use sensitivity and professionalism when talking or dealing with a resident. Whenever staffs work with a resident, they must keep the best interest of that resident in mind. Maintain a professional boundary, and don't let personal feelings or emotions affect the interaction.

4. To Take Responsibility for Professional Behaviour Toward Residents:

- 4.1. Don't take it personally. Even when a resident is in a blaming or angry mode, remind yourself that by not reacting emotionally you are able to better assess and respond.
- 4.2. Do know the policies and procedures of your facility. This knowledge allows you to be a resource for residents. When confronted with a question or situation where you do not know the answer, have a resource list or seek supervision to get the information you need.
- 4.3. Do enforce policies and procedures equally with all residents. You are more likely to gain the respect of residents who see your actions as fair and balanced than if you treat one resident differently from another.
- 4.4. Do know and live up to professional ethics and boundaries. Never ask for something such as money or services from a resident. Remember, you are there to serve the resident. They are not there to serve you.
- 4.5. Do your job even though no one is watching or reminding you. For example, staff may not be supervised during the late hours and this may provide temptation to skip rounds or bed-checks. However, a resident's sense of safety may depend on the idea that someone is checking the area where they sleep. Residents need to trust that staff are looking out for them and showing concern for their well-being—even while they sleep.
- 4.6. Don't promise a resident something you cannot deliver. If you make a commitment to a resident, even a small one, live up to it! Most residents have a difficult time trusting "the system." When they are promised something that is not fulfilled, it reinforces the idea that the system cannot be trusted. In those unavoidable instances when a commitment or service cannot be provided, do not try to make excuses or lay blame elsewhere. Take responsibility and apologize to the resident.
- 4.7. Do know emergency procedures and respond to a crisis situation immediately to ensure a resident's safety. It is the responsibility of every staff member to know their facility's emergency protocols. Know when to call a supervisor or outside help.
- 4.8. Don't let dangerous situations or interactions go unattended. A resident's feeling of safety determines whether or not they will use a shelter. If staff are aware of drug dealing, intimidation, or extortion they need to respond immediately to maintain the safety of residents and staff.

Consistent professional behaviour shows residents that the facility can be trusted to provide a safe haven, and offers resources to help them. Shelter work is not easy. Every day, staffs are confronted with difficult situations and often difficult residents. Keeping professional boundaries can be hard for staff who see the harsh realities facing many of their residents. That is why working as a team, supporting one another.

Draft Memorandum of Understanding (MoU)
for SUH component of NULM

This MoU is entered on this ----- th day ----- (month) ----- (year) between -----
(Name of the organisation/agency) having its registered office at -----
represented by ----- (name & designation of the official)

And

----- (Name of the Municipal Corporation/Municipality) with its office at -----
represented by ----- (Name & designation of the official)

1. BACKGROUND & INTENT:

The purpose of this MoU is to engage a registered organisation/agency to maintain, supervise and manage the building situated at ----- that has been constructed with the sole objective of providing permanent all-weather community shelter to the urban homeless persons and providing them with elementary supportive services such as health, education, food, water and sanitation etc. as enshrined in the NULM guidelines.

‘Shelter for Urban Homeless (SUH)’ being one of the six major components of NULM has the following objectives:

- i. Ensure availability and access to permanent shelters including basic infrastructure facilities like water supply, sanitation, safety and security for the urban homeless population;
- ii. Cater to the needs of especially vulnerable segments of the urban homeless population like dependent children, aged, disabled, mentally ill and gravely ill persons by creating special sections within homeless shelters and providing special service linkages for them;
- iii. Provide access to various entitlements viz. social security, pensions, PDS, ICDS, identity, financial inclusion, education, affordable housing etc. to the homeless population;
- iv. Formulate structures and framework of engagement for development, management and monitoring of shelters and ensuring basic services to homeless persons by state and civil society organisations including homeless collectives.

2. NORMS AND TYPES OF SHELTERS:

The shelter will be a permanent all-weather community shelter for the urban homeless. Each shelter shall cater to 50 - 100 persons.

Depending on the local particularities, size of the city, need and availability, the Municipal Corporation / Municipality may set up the shelter as an integrated unit catering to men, women and family with appropriate spaces demarcated for each of the categories. It shall be the sole prerogative of ----- Municipal Corporation / Municipality to decide on allocation of space for the prospective residents.

3. SCOPE OF WORK:

----- (Name of the organisation/Agency) shall carry out proper operation and maintenance of the shelter created for the urban homeless situated at ----- which will be permanent in nature, running though out the year and open round the clock.

A. OBLIGATIONS OF THE PARTIES:

----- (Name of the organisation / Agency) shall provide the following facilities / amenities at the shelter to ensure a dignified living to its residents.

- a) Clean rooms.
- b) Water arrangements (Potable drinking water and other needs) and sanitation.
- c) Adequate bathing & toilet facilities.
- d) Standard lighting for shelter.
- e) Adequate fire protection measures as per the norms.
- f) First aid kit.
- g) Pest and vector (mosquito) control
- h) Regular cleaning of blankets, mattresses and sheets, and maintenance of other services.
- i) Common kitchen / cooking space, necessary utensils for cooking and serving, cooking gas connections etc. if warranted
- j) Child care facilities for children by linking the shelter to the nearest Anganwadi Centers
- k) Fire safety measures
- l) Facilitation for convergence with other services/entitlements.

Adequate arrangements for cleanliness of the premises, rooms, toilets , bathrooms etc must be made by the Agency/Organisation.

B. LINKAGES WITH ENTITLEMENTS:

The shelter will be a space for convergence and provisions of various entitlements of social security, food, education and health care systems, ----- (name of the Agency) shall strive to bring all homeless persons into the fold of various schemes and government programmes on a priority basis. An indicative list of desirable benefits & facilities that will need to be provided by ----- (name of the Agency) is provided below:

- i. Identity Proof & Postal Address, Elector's Photo Identity Card (EPIC), etc.
- ii. Old age, widow and disability pensions
- iii. BPL cards, PDS ration cards, etc.
- iv. Bank or post office accounts
- v. ICDS services
- vi. Admission to government schools
- vii. Rashtriya Swasthya Bima Yojana / Jibon Suraksha Yojana etc.
- viii. Admissions to public hospitals for health care & Linkage to Rajiv Awas Yojana
- ix. Free Legal aid

C. DEPLOYMENT OF MANPOWER:

It shall be the responsibility of ----- (Name of organisation /Agency) to look after daily management, upkeep, cleanliness and discipline at the shelter for which a minimum workforce consisting of the following personnel shall be engaged by it.

- (i) Managers (Not to exceed two)
- (ii) 2 Caregivers (out of which there shall be minimum one woman caregiver in shelters with women residents)
- (iii) One security personnel

D. MAINTENANCE OF BOOKS & RECORDS:

The following registers shall be regularly maintained by ----- (Name of the organisation /Agency etc.) for the designated Shelter.

- i. Shelter Asset Inventory Book
- ii. Accounts Register / Cash Book to monitor day to day expenditure & receipts
- iii. Attendance Register of the inmates
- iv. Shelter Management Committee Meeting Register
- v. Personnel Register with Salary Payment Details
- vi. House Keeping & Maintenance Register
- vii. Complaints and Suggestion Register

E. SUBMISSION OF WORK PLAN:

The organisation/agency shall prepare and submit a detailed work plan to the City Mission Management Unit Corporation / Municipality before starting their activities. -----
(organisation /Agency) shall commence work only after obtaining necessary approval from concerned Municipal Corporation / Municipality in respect of work plan submitted.

F. ----- (Municipal Corporation / Municipality) shall hand over the building intended to be used as Shelter for the Homeless (SUH) to -----
(organisation /Agency) after fully completing it as per the sanctioned project plan. -----
----- (Organisation /Agency) shall hold usufructuary rights to the building and shall have authority to undertake entire gamut of SUH activities proposed by it in the work plan approved by ----- (Municipal Corporation / Municipality)

4. COMPENSATION:

For Operation & Maintenance of the shelter catering to ----- urban homeless an amount of Rs. --
----- per annum shall be provided. The following expenditure heads are permissible under the O&M cost for the shelter.

Sl no.	Expenditure Heads	Details
1	Annual Maintenance cost/ shelter	Includes expenditure for electricity and other misc. expenses
2	Annual Servicing Cost	Includes cost of upkeep, maintenance, replenishment of bedding and kitchen equipment etc.
3	Annual Cost of providing free food	Restricted to 10% of inmates who are old / infirm & cannot pay
4	Staff Salary	Includes 3 caregivers in 8 hour shifts; one full-time manager & one sweeper/ sweepress

A. Terms of Payment shall be as under.

- i. Payment shall be made on a monthly basis based on average number of residents;
- ii. ULB/CMMU will release Rs.50000/- soon after the shelter becomes operational. Subsequent payments shall be released subject to satisfactory performance report submitted by Shelter

Management Committee (SMC) on the work in progress and statement of expenditure submitted by the organisation/Agency duly certified by SMC.

5. PERFORMANCE GUARANTEE: Rs.25000/-

6. USER FEES:

User fees, subject to prior approval of the proposal by City Level Executive Committee, may be levied by organization/agency for improving quality of services at the centre & bettering participation by the residents in operation of the shelter. In such an event, however, the range of services shall need to be modestly priced. The following considerations shall need to be factored in while determining the norms and application of user fees.

- i. Nominal charges could be collected depending on the income levels of the urban homeless at rates ranging from 1/10 to 1/20 of their income. For those with no payment capacities, total exemption should be granted;
- ii. Meals provided at the shelter must be fully subsidized for old, infirm, disabled women and men and all children. For other shelter residents, meals may be provided at subsidized costs as decided by the State/ULB;
- iii. All residents will be encouraged to offer voluntary services for maintenance of the shelter including mess facilities, cleanliness, etc. on rotation basis (e.g. half day service per person / week).

7. MONITORING AND EVALUATION:

The Executive Committee (EC) at the Municipal Corporation / Municipalities formed under NULM will review and supervise overall functioning of the shelter in participation with community representatives, civil society organizations, line departments and elected representatives etc.

Shelter Management Committee (SMC), constituted at each Municipal Corporation / Municipality shall supervise the day-to-day functioning of the Shelter. SMC will comprise of CIC (NULM)/Councillor looking after NULM, Assistant Engineer, Manager (Social Infrastructure) / Manager (SMID) of CMMU, a Community Organiser, full time manager looking after the shelter and few nominated residents of the shelter.

SMC shall frame Code of Conduct for both staff and inmates besides clearly laying down responsibilities for the shelter inmates which after being approved by the Executive Committee (EC) shall be implemented meticulously and be binding for all.

8. VALIDITY PERIOD:

This MoU shall remain valid and binding to both the parties from date of taking over of the shelter at _____ to be maintained by -----(Name of the organisation/agency) from to -----201 for a period of two years initially subject to satisfactory performance. The validity period can be further extended on mutually agreed period by the concerned parties.

9. FORCE MAJEURE:

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any loss or damage whatsoever arising out of failure to carry out terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, forces of nature, accident, act of god, act of govt. and any other reason beyond the control of concerned party.

10. LIABILITIES:

----- (Name of the organisation/agency) and the -----Municipality are entering this Agreement in good faith and intentions. Neither party will be responsible for any liabilities arising out of death, injury or any legal action in respect of residents or any other person associated with operation/ execution of this Agreement.

11. RELATIONSHIP:

This understanding does not constitute either party an agent, legal representative or the partner/ joint venture of other party for any purpose whatsoever and save as expressly provided herein or otherwise agreed in writing, neither party is in any way authorised to make any contract,

understanding, warrantee or representation on behalf of the other and each party undertakes not to do so.

12. SETTLEMENT OF DISPUTES:

If any dispute (s) or difference (s) arises out of or in relation to this MOU, it shall in the first instance be settled amicably between the parties at the operating level. In case any dispute is not settled amicably, it shall be referred to The Mission Director, WBSULM. If no settlement is arrived at, the matter will be referred for conciliation under provisions of Arbitration & Conciliation Act, 1996.

In witness whereof the undersigned being duly authorised thereto, have on behalf of the parties hereto signed this agreement at the place and on the day below written.

For ----- (Name of the agency)	For Municipality
Signature :	Signature :
Name :	Name :
Title :	Title :
Place :	Place :
Date :	Date :
Witness :	Witness :

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