Request for Proposal (RfP)

for

Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris Agreement and Sustainable Goals for Disaster Risk Reduction and climate change adaptation

March, 2020

National Disaster Management Authority

New Delhi
Disclaimer

1. RfP document is neither an agreement nor an offer by the NDMA (the "Client") to the prospective Applicants or any other person. The purpose of this RfP is to provide information to the interested parties that may be useful to them in the formulation of their proposals pursuant to this RfP.

2. The Client does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfP document and it is not possible for the Client to consider particular needs of each party who reads or uses this RfP document.

3. The Client will not be responsible for any delay in receiving the proposals. The issue of this RfP does not imply that the Client is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy.

4. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

5. The Client reserves the right to change/ modify/ amend any or all provisions of this RfP document.
National Disaster Management Authority

Request for Proposal (RfP)

for

Study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris Agreement and Sustainable Goals for Disaster Risk Reduction and climate change adaptation

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi invites bids in two bid system (Technical & Financial) from eligible consulting firms already registered with NDMA vide EOI no. 1-92/2019-PP dated 11.10.2019 (list enclosed as Annexure - IX) for Study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for Disaster Risk Reduction and Climate Change Adaptation. The Objectives, Methodology and Scope of Work, Deliverables, Reporting and supervision etc are mentioned in the Terms of Reference (ToR).

1.2 The eligible Consulting Firms, as per the list at Annexure - IX must send their Technical & Financial proposals (as uploaded in NDMA’s website www.ndma.gov.in) latest by 14:00 hrs on 24th March, 2020. Sealed Technical & Financial Proposals (in separate sealed covers duly super-scribed and initialed across the seal and both these sealed covers are to be put in a bigger cover, otherwise bid shall be rejected straightaway) should be dropped by hand in the tender box kept in the reception area of NDMA or sent by post at the following address:-

The Deputy Secretary (PP), National Disaster Management Authority, Room No. 326, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi 110029 Phone: 011-26701733

1.3 Procedure for submission of proposal is given at Annexure - I

1.4 For further details, Terms of Reference (ToR) may be referred at section 2.
2. Terms of Reference

2.1 Background

In 2015, international cooperation reached new heights when countries across the globe came together in order to address sustainability and development amid disasters and environmental challenges. Three landmark agreements were signed namely Sendai Framework for disaster risk reduction (SFDRR), the Paris Agreement on climate change (PA) and Sustainable Development Goals (SDG). India has ratified all the three treaties and is taking meticulous steps to fulfill the obligation under each agreement.

Disasters wipe out years of development and climate change exacerbates disasters resulting in large scale loss and damage. In order to achieve sustainable development, negative impacts of disaster and climate change need to be addressed. All three agreements are based on voluntary commitments of the countries. These agreements are spread across various sectors and have a cascading effect on multiple sectors. Deciphering coherence and convergence between these agreements will strengthen existing disaster risk reduction strategies and resilience frameworks to achieve sustainable development, and avoid duplication in implementation efforts carried out by various government agencies.

Since Disaster Risk Reduction (DRR) is cross-cutting across various sectors, understanding the commonalities and developing a layout for coherence will help enormously in achieving the targets under SFDRR. A coherent approach to Climate Change Adaptation (CCA), DRR, and Sustainable Development (SD) are therefore desirable to promote mutual benefit and minimize potential contradictions and counter-productive implementation schemes and to aid long term planning. This study aims to find measures and means to understand the points of coherence and harness the co-benefits of implementation of PA and SDG in order to reduce disaster risk at the national and state level.

2.2 Objectives

This study aims to identify, compile and present commonalities in implementation of Sendai Framework for disaster risk reduction, Paris Agreement on climate change and Sustainable Development Goals in India in order to harness the co-benefits. Stakeholders for the above-said study will include Central and State Governments, agencies, researchers, scientists, and practitioners. The objectives of the study are as follows:

(i) Identify areas/sectors/ themes of convergence between the three international agreements where there is an opportunity to explore various co-benefits.
(ii) Map various policies that are crosscutting and overlapping on three of the international agreement at the national and state level which can aid disaster risk reduction.
(iii) Convergence on State Action Plan on Climate Change (SAPCC) and State Disaster Management Plan (SDMP) per state analysis & suggestions for implementation of Sendai Framework for Disaster Risk Reduction, Paris Agreement on climate change and Sustainable Development Goals at the state level.
(iv) Identify challenges and gaps in science–policy–practice & governance and reporting
(v) Suggest a common design and platform for information sharing and reporting to support goals committed under each agreement.

(vi) Specify policy implementation and recommendation to be incorporated in the National Disaster Management Plan with specific relevance for short, medium and long term planning.

(vii) Find out initiatives taken by Central and State Governments so far, in this direction, and gaps to be addressed.

(viii) Help the Ministries/Departments of GOI and state governments to plan, prepare and implement development projects/plans to achieve coherence between SFDRR, SDGs and COP21 for sustainable risk reduction.

2.3 Methodology

a) Scope

The proposed study shall take into considerations the policies/ implementations/programs at both national and state levels where overlap between the DRR, CCA, and SDGs are observed.

b) Study approach and Data

An in-depth and rigorous review of literature on DRR, CCA, and SDGs and international best practices needs to be carried out with the state, national and world outlook. Secondary data from various databases, reports, departments, maps, etc. as required may be collected and incorporated into the report. The study should highlight the good practices/ policies/ legislature pertaining to the achievement of coherence in DRR, CCA and SDGs integration in India and abroad. The data collected and interviews with stakeholders must be shared with NDMA.

c) Expected Outcomes

i. The findings of the report will inform NDMA to design and draft guidelines addressing the gaps and overlaps.

ii. Since all the three agreements have a long-term time horizon (2030 and beyond) the findings will provide a substrate for disaster management planning with short, medium and long-term planning.

iii. The findings can also aid and inform the process of National Disaster Management Plan (NDMP) which is revised periodically, and the state and ministerial disaster management plans to bring out coherence between the three agreements and implement the same for DRR, through appropriate policies, analysis and institutions.

iv. Find gaps or overlaps, which will facilitate key partnerships, which help, avoid duplication, maximize gains, and reinforce joint working across agreements. Creating a platform for data sharing and research on cross-cutting issues across the agreements.

v. The study will identify gaps in science-policy-practice for India.

vi. Identify opportunities in integrating SAPCCs and SDMPs at the state level to address CCA and DRR into policy, analysis, and implementation.
vii. Raising awareness with national and sub-national governments on how the alignment of the different frameworks alignment is critical; the relative political weight of frameworks may affect collaboration and coherence.

d) **Expected Outputs:** The following will be produced:

i. Final report of the study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for Disaster risk reduction and climate change adaptation.

ii. A working framework to converge and assess the co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for Disaster risk reduction and climate change adaptation.

iii. Develop policy briefs to summarize the policy options and put forth recommendations on the best practices.

iv. Roadmap on major landmarks in implementation of the working framework with a focus on long, medium and short term planning.

v. Suggest a methodology for integrating DRR, climate change concepts and SDGs with a view to bring coherence in the NDMPs and SDMPs.

**2.4 Deliverables**

The agency is required to submit the following reports in accordance with the timeline proposed by NDMA:

i. The *inception report and presentation* covering approach, literature, methodology and data review along with the proposed methodology for undertaking the study must be submitted **within one month from date of commencement of the assignment.**

ii. The *Interim Report–1 and presentation*, covering findings and analysis of preliminary consultations held with different stakeholders along with the result of secondary data/ literature review carried out. This report should be submitted to NDMA **within four months from date of commencement of the assignment.** The report should (a) Consist of situation analysis on different frameworks and case studies and contextual best practices for integrating DRR, CCA, and SDG. (b) Identify and Map different national and state level policies where CCA, DRR and SDGs convergence are observed. (c) Identify benefits, limitations, and challenges of developing a coherence framework to inform synergies between CCA, DRR, and SDGs. (d) Identify stakeholders for consultation.

iii. The *Interim Report–2 and presentation*, should focus on preliminary analysis and findings from stakeholders consultation in the context of Indian and worldwide policies in DRR, CCA, and SDGs. The report should be submitted **within seven months from date of commencement of the assignment.** The report should (a) Refine the findings of first inception report in light of stakeholder consultation (b) Identify opportunities in integrating SAPCCs and SDMPs at the state level to address in light of national policies on DRR CCA and SDG into policy, analysis, and implementation. (c) Contextualize best practices and lessons learned in
bringing out coherence in DRR, CCA, and SGD to the Indian context. (d) Preliminary recommendations.

iv. **The first draft of the final report** must be submitted **within nine months from date of commencement of the assignment**. The Consulting Firm needs to present the findings of the project in front of the Expert Committee. The report should have concrete findings on all the objectives as noted in section 2.2 of TOR.

v. **Final Report** incorporating the comments and suggestions of NDMA the report must be submitted to NDMA **within one month from the date of receipt of comments from NDMA**.

vi. The deliverables mentioned above are to be circulated in hard and soft copy well in advance before all the presentations with the lead-time of minimum 10 days.

### 2.5 Supervision & Reporting

All the reports — inception, interim, draft and final, shall be submitted to NDMA. An Expert Committee constituted by NDMA will examine the respective reports and decision of NDMA will be final. The Consulting Firm may be requested to attend the meeting of the committee, as and when required. The comments and input of Expert Committee and Core Committee, NDMA will be shared with the consulting firm. The consulting firm will be required to revise the interim and draft reports based on the comments/ suggestions/ observations of the committees constituted by NDMA and submit the same to NDMA for acceptance.

### 2.6 Expertise and Qualification for Selection of Consulting Firm

i. The **Consulting Firm** preferably have experience of **at least 10 years** in conducting similar studies pertaining to the above-mentioned subject with State/ Central Government or private sector. Experience of carrying out study/projects with multiple stakeholders will be an added advantage.

ii. The **Consulting Firm** with prior experience of conducting policy analysis at national and state level will be given priority.

iii. The **Consulting Firm** should have a team of experienced professionals from the relevant fields relating to the subject matter of the proposed study. The **Consulting Firm** should engage an adequate team of professionals having expertise on, but not limited to, organizational management, disaster management, social sciences, financial matters, legal issues, etc as and when required.

iv. The **Consulting Firm** cannot transfer the study to a third party without prior permission of NDMA.

### 2.7 The requirement for submission of the Proposal

i. The **Consulting Firm** should have a GST registration.

ii. The **Consulting Firm** should be registered with the Central/ State Government.

iii. The **Consulting Firm** has not been debarred/ blacklisted by any of the Govt. Institutions.
iv. The **Consulting Firm** should have annual turnover of Rs.40 Lakhs (Rupees Forty Lakh) for the last three financial years (i.e. from 2016-17 onwards). This may be exempted for academic, research institutions etc.

v. The consulting firm should not have debt of any kind.

vi. **NDMA** will have sole Intellectual Property Rights on the knowhow developed.

### 2.8 Conflict of Interest

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The bidder found to have a conflict of interest shall be disqualified.

### 2.9 Preparation of Proposal

I. Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RfP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

II. In preparing their Proposal, firms are expected to thoroughly examine the RfP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

#### A. Technical Proposal

i. The Team Leader proposed must be a full-time permanent employee of the Applicant. Independent subject matter experts or sub-consultants who are not permanent full time employees of the Applicant may be proposed as key staff (other than the Team Leader). Documentary evidence of key staff must be furnished that such experts are dedicated to work with the Applicant for the duration of their involvement under this assignment and they have no conflict with respect to the terms and conditions of this RfP document. Further, such key staff cannot be a part of key staff of any other Applicant.

ii. If any key staff proposed is not a permanent employee of the Applicant, a certificate from the key staff must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.

iii. In case an Applicant is proposing key personnel from educational/ research institutions, a No Objection Certificate/ Consent Letter from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
iv. Firms are to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.

v. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

vi. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.

vii. The key personnel shall remain available for the period as indicated in the RfP.

viii. No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished. In case an Applicant is submitting its bid for more than one package, any expert proposed as key personnel for one package cannot be proposed as key personnel for another package(s).

ix. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Applicant. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signatures will be required. However, in both the cases, original counter signature of Authorized Signatory of the Applicant shall be required in original. A CV shall be summarily rejected if the educational qualifications of the key personnel proposed do not match with the requirement of the RfP document. Client certifications for the projects listed under the experience section. Client certifications (copy of work order or completion certificate from clients) must confirm the key project attributes (scope and nature of the consultancy assignment, consultancy fee, project cost, area of the project in sq. kms, duration of the consultancy, fee received and details of the client etc.). In case of inability of the Applicant to furnish the above Client certifications, Applicants are allowed to submit certificates signed by the Applicant’s Authorized Signatory and countersigned by Statutory Auditor/qualified Chartered Accountant of the Applicant to establish evidence of key project attributes mentioned above. The Applicant should form a Joint Venture/Consortium with his Associate in case he wants to submit the proposal using the experience/strength of his Associate. If the Applicant, being a Consortium, is qualified on the strength of the experience of a member which is a foreign company/entity, requisite key personnel from that foreign company/entity shall be fielded. The personnel proposed should possess good working knowledge of English Language.

x. No key personnel involved should have attained the age of 70 (seventy) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.

xi. The technical proposal must not include any financial information. Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.

xii. Proposals shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s)
signing the Proposal. The Proposals must be properly signed by the Authorized Representative (the ‘Authorized Representative’) as detailed below:

a) by the proprietor in case of a proprietary firm;
b) by a partner, in case of a partnership firm and/or a limited liability partnership;
   or
c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
d) by the Authorized Representative of the Lead Firm, in case of consortium; and,
e) Power of Attorney, for the Authorized Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.

III. The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/Consortium, in the format provided in this RfP, signed by all firms/entities confirming the following therein:

a. Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RfP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects. Date and place of signing; Purpose of JV/Consortium (must include the details of the Services hereunder for which the JV/Consortium has been invited to bid);
b. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment;
   iii. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/Consortium for the proposed services;
c. An undertaking that the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the services; and
   d. The authorized representative of the JV/Consortium (as approved by a Board resolution). Similarly, Power of Attorney for both the authorised representative and the lead member of the JV/Consortium shall also be furnished as per the formats available in the RfP.
   e. The Technical Proposal should provide the following information using the attached Standard Forms. Refer Annexure-II for Technical Proposal Forms.

IV. The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and severe liability of the Members.

a. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm’s involvement.
b. The comments and suggestions provided by the Applicant on the RfP/contract/TOR are not binding and shall not affect the financial proposal.
c. Detailed Approach and Methodology for undertaking the current Assignment.
d. Against the list of proposed staff, details of tasks assigned to each staff as per his/her experience.

e. Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the key staffs shall be required.

f. The consultant shall make the assessment of support personnel, both technical and administrative, to undertake the Assignment. Additional support and administrative staff shall be provided by the Consultant as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.

B. Financial proposal: While preparing the Financial Proposal, Consulting firms are expected to take into account the various requirements and conditions stipulated in this RfP document. The Financial Proposal should be a proposal inclusive of all the costs. While submitting the Financial Proposal, the Consultant shall ensure the following:

i. All the costs associated with the Assignment shall be included in the Financial Proposal in figures and words. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air-fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

ii. The Financial Proposal shall take into account all the expenses/costs including applicable levies, duties, cess, fees etc. Applicable taxes associated with the payments by the Client for the assignment should be shown separately and would be paid as per actuals. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

iii. The Financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RfP. The breakup of remuneration and out of pocket expenses should match the total cost of Financial Proposal. Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.

iv. The Consultants may be subjected to local taxes (such as social charges or income taxes on non-resident foreign personnel, duties, fees, levies, cess etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.

v. The Proposals must remain valid for a period of 180 days from the Proposal Due Date (PDD) as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

vi. The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialied by the person or persons who sign(s) the Proposal. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RfP. Refer Annex III for financial proposal firms.
C. Submission, receipt and opening of proposals.

i. An Authorized Representative of the Applicant should initial all pages of the Technical and Financial Proposals. The Authorized Representative’s authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

ii. The copies of Technical Proposal (one original and one copy) and one copy of Financial Proposal shall be submitted before due date. One soft copy in a PDF format Technical Proposal shall also be submitted by the Applicant. Technical Proposal must necessarily be for all pages serially numbered.

iii. The Bid Security and the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL [Name of Assignment],” and the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL [Name of Assignment].” The envelope marked “TECHNICAL PROPOSAL [Name of Assignment].” and “FINANCIAL PROPOSAL [Name of Assignment].” shall be placed in a sealed envelope clearly marked “RFI [Name of Assignment].” The sealed envelopes shall be placed into an outer sealed envelope bearing the submission address, name of assignment and marked “DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

Submission address:

**The Deputy Secretary (PP),**
National Disaster Management Authority,
Room no. 326, NDMA Bhawan,
A-1, Safdarjung Enclave,
New Delhi 110029
Phone: 011-26701733

2.10 Bid Evaluation Criteria and Selection Procedure

i. A two-bid procedure shall be adopted by the evaluation committee in evaluating the proposals. While evaluating the proposal the QCBS method in the Manual of Procurement of Consultancy and Other Services, 2017 will be followed.

ii. Technical Bids shall be first opened and evaluated.

iii. The Evaluation Committee of NDMA shall evaluate the Technical Bids on the basis of the responses to the scope of work applying the evaluation criteria, sub-criteria, and point system.

iv. Evaluation of Technical Bids on the basis of responses specified as under:
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category</th>
<th>Criteria</th>
<th>Marks</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td><strong>Consulting firm’s experience for conducting similar studies.</strong></td>
<td>For each study (Max 3 studies admissible)</td>
<td>5</td>
<td>15</td>
</tr>
</tbody>
</table>
| (b)    | **Project Team Leader**  
(Marks will be given for team leader education, experience and expertise in handling similar study in relevant field) |  |  |  |
|        | Required Education | MSc/ MA/ MBA | 3 | 15 |
|        | | Ph.D. | 5 |
|        | Experience | One mark per year beyond 10 years | 5 |
|        | Similar study | One mark per study | 5 |
| (c)    | **Team Members** | **4 subject experts (10 marks for each expert)** | 40 |
|        | Required Education | MSc / MA / MBA | 3 |
|        | | Ph.D. | 5 |
|        | Experience | Half mark (0.5 mark) per year beyond 5 years | 2.5 |
|        | Similar study | Half mark (0.5 mark) per study | 2.5 |
| (d)    | **Presentation** | Approach & Methodology | 30 | 30 |
| (e)    | **Total** | Technical Evaluation | 100 |

v. Following the evaluation committee report, the consulting firms shall be invited to present the approach, methodology of the proposal before the core committee constituted by NDMA.

vi. The following should be Key personnel required for the project:
   a) Team Leader / Organizational Management  The Team Leader for the project should possess a Ph.D./ Masters/ MBA in Economics, Political Science, Management, Environmental Science degree from a recognized institution with at least 10 years of experience. Experience in the field of Policy making and analysis, will be an added advantage.
   b) Climate Change Specialist  The team should comprise of a Climate Change Expert with a good understanding of climate science and policy. He should have Masters in Economics/ Environmental Science/ Climate Sciences/ Earth Sciences/ Meteorology with specialization climate change with minimum experience of 5 years in this sector.
   c) Disaster Management Specialist  The team should have one member with a specialization in disaster management. He should hold a Post-Graduate degree in relevant discipline with a minimum of 5 years of experience working in the field of disaster management.
d) Social Science Specialist – There should be a Social Science specialist with a good understanding of socio-economic and developmental issues. He should have a Post-Graduate degree in Social Science/ Sociology/ political science/ public administration with minimum experience of 5 years of working with the social sector.

e) Finance Specialist - The team should comprise of a Financial Expert with a good understanding of financial management. He should have Masters in Economics/ MBA with specialization in finance or a qualified Charted Accountant with minimum experience of 5 years of working in the financial sector.

f) Other Experts - The agency may engage other experts as it deems necessary for the project.

vii. After opening of the bid, the consulting firm having necessary qualification and expertise shall be invited at notified time and date to make presentations before the Committee of NDMA.

viii. All the consulting firms need to submit the technical proposal and also make a presentation of the same to be considered for financial evaluation.

ix. The decision of the NDMA with regard to selection of consulting firm will be final and binding and no communication in this regard will be entertained.

x. After the technical evaluation is completed, NDMA shall inform in writing to the consulting firms the time and location for opening the Financial Bids. The Financial Bids shall be opened publicly in the presence of the consulting firms / representatives who choose to attend. The attendance of the consulting firms at the opening of Financial Bids is optional, but it shall be recorded and signed by all present.

xi. The Financial Bids will be allotted a weightage of 30%. The Bid with lowest cost shall be given a Cost Score (CS) of 100 and other bids would be given CS that is inversely proportional in relation to their prices.

xii. The ‘Total Score’ (TS) for each consulting firm will be calculated by weighing the respective QS and cost scores as per the formulae (TS = 0.7 x QS + 0.3 x CS). On the basis of combined weighted score for quality and cost, the consulting firms shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bids securing lesser score as H2, H3, etc. The consulting firm securing H1 ranking shall be awarded the work with the approval of the competent authority.

2.11 Payment Schedule:
The payment for the work shall be paid as per the Schedule given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Milestones</th>
<th>%age of the lump sum contract price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>On submission of Inception Report</td>
<td>15%</td>
</tr>
<tr>
<td>2.</td>
<td>On submission of Interim Report - I</td>
<td>20%</td>
</tr>
<tr>
<td>3.</td>
<td>On submission of Interim Report - II</td>
<td>20%</td>
</tr>
<tr>
<td>4.</td>
<td>On submission of first Draft of final report incorporating suggestions of the Expert Committee</td>
<td>25%</td>
</tr>
<tr>
<td>5.</td>
<td>On submission and acceptance of Final report.</td>
<td>20%</td>
</tr>
</tbody>
</table>
3. **Standard formats for technical and financial proposal:** Given at Annexure – II and Annexure – III respectively.

4. **Proposed Contract terms:** Annexure – IV.

5. **Procedure to be followed for review of the progress of the work and review of the final draft report.** The Consulting firm shall keep NDMA informed on the progress of work on regular basis at the most at an interval of one month. The Consulting firm shall share the draft documents for comments by the Committee formed by NDMA for this purpose. The representative of consulting firm shall attend the meeting of the Expert Committee constituted for this purpose and make necessary changes in the draft report as per the suggestion given in the meeting.

6. **Award of Contract:**
   a. The bid will be valid for 180 days from the date of submission.
   b. On completion of the process of selection, the consulting firm selected shall be awarded the contract by issuing the letter of award (LOA). Within 30 days of LOA the consultancy/ firm should execute a contract with NDMA. The date of signing of contract by NDMA shall be the deemed date of commencement of the assignment and shall be completed as per the period stipulated in the contract.
   c. The charges will be subject to taxes, cesses, etc as per the applicable Indian laws.
   d. The evaluation committee will determine whether the financial proposal/information is complete in all respects and the decision of the evaluation committee shall be final.
   e. The cost of preparing the proposal and incidental expenses shall not be reimbursable as a cost of assignment.
   f. The successful consulting firm will be required to submit the performance security in the form of an DD/FDR/BG from the commercial bank for an amount equal to 7% of the value of the contact within 15 days of signing the contract otherwise the study will be awarded to the consulting firm scoring second highest marks. The performance security should remain valid for a period of 60 days beyond the date of completion of contractual obligations of the consulting firm.
   g. The successful firms/ organization cannot sublet the assignment to other individual/firms/organizations without prior approval of the NDMA.
   h. Proposed Contract Terms – Annexure (IV)

7. **Penalty Clause:**

   The agency shall execute the project as per terms and conditions specified in the contract and complete it within 10 months from the date of signing of the contract. For any delay on the part of the firm, liquidated damages would be levied at the rate of 0.5% of the contract value per week and part thereof subject to a maximum of 10% of the total contract value.

8. **Termination**

   The NDMA may without prejudice to any other remedy available for breach of any conditions of the contract by a written notice of 30 calendar days issued to the consulting firm, terminate the contract under failure to properly utilize the amount paid by NDMA or in the event of appropriate progress not being made in the project.
9. **Rights and Ownership/Technology Transfer and Utilization**

a. The know-how generated from the project will be the property of NDMA. It shall be the responsibility of Consulting firm to take necessary action for protection of the intellectual property arising out of the Project through proper instruments, such as patents, copyrights, etc.

b. The know-how developed shall be transferred to NDMA for further roll out. The know-how may also be transferred to other organizations on a non-exclusive basis on such terms and conditions as may be determined by NDMA.

10. **Secrecy**

It is hereby agreed that the Consulting firm shall not disclose information and data collected to others without approval of NDMA.

11. **Arbitration**

a. In the event of any question, dispute or difference arising under this Agreements, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitrator Tribunal, herein after Called “TRIBUNAL” consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

b. The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time. The language of arbitration, proceedings and that of all documents and communications between the parties shall be in English.

12. **Governing Law**

This Contract shall be governed by the Indian Laws from the time being in force.
Procedure for submission of Proposal

The tender document can be downloaded from CPP website [http://eprocure.gov.in](http://eprocure.gov.in) or NDMA’s website at [http://www.ndma.gov.in/en/tenders.html](http://www.ndma.gov.in/en/tenders.html) and Sealed Technical & Financial Proposals (separate) should be dropped by hand in the tender box kept in the reception of NDMA or sent by post at the following address:-

Deputy Secretary (PP),
National Disaster Management Authority,
NDMA Bhawan,
Room No. 326, A-1, Safdarjung Enclave,
New Delhi 110029
Phone: 011-26701733

(i) All the documents as mentioned in tender document should be submitted with bid. The Technical bid and financial bid should be sealed by the bidder in separate covers duly superscribed and initialed across the seal and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. The Outer Envelope must further be clearly marked: ‘BID FOR Study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris Agreement and Sustainable Goals for disaster risk reduction and climate change adaptation’ and ‘DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE’

(ii) The covering letter to be submitted by the bidder along with technical bid should be as per format given Annexure VI.

(iii) Financial Bid should contain any cost information whatsoever and should have the detailed price offer for the consultancy services. The cost quoted by the consulting firms shall be valid for a period of 6 months beginning from the date of last of submission of the RfP by the consulting firms. Bids not submitted in the prescribed format shall be rejected straight away.

(iv) The financial bid should contain total cost of the project including all taxes.

(v) All the annexure attached should be filled and duly signed.

(vi) NDMA shall not be responsible for any delay of the Bids. Any bid received by the NDMA after the deadline shall not be accepted.

(vii) Bidders who had downloaded the tender from the Central Public Procurement Portal (CPPP) website [http://eprocure.gov.in](http://eprocure.gov.in) / NDMA website [http://www.ndma.gov.in](http://www.ndma.gov.in) shall not tamper/modify the tender form in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with NDMA.

(viii) Intending bidders are advised to visit CPPP website [http://eprocure.gov.in](http://eprocure.gov.in) / NDMA website [http://www.ndma.gov.in](http://www.ndma.gov.in) at least three days prior to closing date of submission of tender for any corrigendum/addendum/amendment.

Bid security (Earnest Money)
(i) The bidder will submit a EMD of Rupees One Lakh only in original to Deputy Secretary (PP), National Disaster Management Authority, Room No. 326, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time of the bid submission. As per GFR Rule 170, the EMD may be in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial bank in an acceptable form in favour of DDO, NDMA. The bid security should remain valid for a period of 45 days beyond the final bid validity period.

(ii) Bid securities of the unsuccessful bidder shall be returned to them after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

**Performance Security**

(i) Performance security shall be given by the successful bidder before award of the contract. Performance Security shall be for an amount of 7% of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in an acceptable form as per the format at Annexure – V in favour of DDO, NDMA. The Bank Guarantees issued by Any Indian Nationalized Bank or Bank approved by RBI would be accepted.

(ii) Performance Security remains valid for a period of sixty days after the date of completion of all contractual obligations of the contractor including warranty obligations.

(iii) Bid security shall be refunded to the successful bidder on receipt of Performance Security, provided the performance security is furnished as required, above in full.
ANNEXURE-II

Technical Bid for Preparation of ‘Study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for Disaster risk reduction and climate change adaptation’

1. Name of the Consulting firm:
2. Address, Phone / Fax, E-mail :
3. Name and contact details of nodal officer for the work:
4. Year of establishment of consulting firm (with documentary proof) :
5. Registration Details (with documentary proof):
6. GST No. (with documentary proof) :
7. Self Certification that they have not been debarred / blacklisted by any of the Govt. Institution
8. Year-wise annual turnover details for the last three years (i.e. from FY 2016–17 onwards) supported by certified copies of Balance Sheet and Profit/ Loss account, if applicable {refer para 2.7 (iv) of RfP }. 

Team Composition (Documentary proof for qualification and experience of professionals to be submitted) :-

<table>
<thead>
<tr>
<th>Name of the Professional to be involved</th>
<th>Designation</th>
<th>Professional Qualification &amp; Specialization</th>
<th>Experience after professional qualification/specialization</th>
<th>Experience in the relevant field along with details of work done</th>
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9. List of completed and current projects of similar nature and brief description of the services performed*. (Documentary proof about work assigned to them must be submitted).

<table>
<thead>
<tr>
<th>Name of the Client</th>
<th>Title of the Project</th>
<th>Sponsoring authority of the project</th>
<th>Cost of Project</th>
<th>Date of award of Project</th>
<th>Date of completion (In case of completed projects/status)</th>
<th>Remarks/Brief description of the services</th>
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19 | Page
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<th>of ongoing projects</th>
<th>performed</th>
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10. A brief profile of the Consulting Firm.
11. Documents as above **must be submitted** along with Bid.

* Additional sheets may be used to provide required details.
To

Ms. Alice Kujur,
Deputy Secretary, PP
National Disaster Management Authority
Room No. 326, NDMA Bhawan, A-1,
Safdarjung Enclave, New Delhi -110029.

Subject : Financial Bid for preparation of Study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for disaster risk reduction and climate change adaptation (to be submitted in separate sealed cover otherwise Bid will be rejected).

Financial Proposal
Total cost of the project including all charges / taxes : (In words__________________________). Break-up of the cost is as under:

<table>
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<th>Sl.</th>
<th>Particulars</th>
<th>Amount</th>
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<th>GST</th>
<th>Amount (including GST)</th>
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<td>Total Cost of project</td>
</tr>
</tbody>
</table>

Date __________________ Signature---------------------
Place________________________ Name_____________________

Seal of organization________________
Proposed Terms and Conditions for the Contract Agreement for Study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for Disaster risk reduction and climate change adaptation

1. Background

In 2015, international cooperation reached new heights when countries across the globe came together in order to address sustainability and development amid disasters and environmental challenges. Three landmark agreements were signed namely Sendai Framework for disaster risk reduction (SFDRR), the Paris Agreement on climate change (PA) and Sustainable Development Goals (SDG). India has ratified all the three treaties and is taking meticulous steps to fulfill the obligation under each agreement.

Disasters wipe out years of development and climate change exacerbates disasters resulting in large scale loss and damage. In order to achieve sustainable development, negative impacts of disaster and climate change need to be addressed. All three agreements are based on voluntary commitments of the countries. These agreements are spread across various sectors and have a cascading effect on multiple sectors. Deciphering coherence and convergence between these agreements will strengthen existing disaster risk reduction strategies and resilience frameworks to achieve sustainable development, and avoid duplication in implementation efforts carried out by various government agencies.

Since Disaster Risk Reduction (DRR) is cross-cutting across various sectors, understanding the overlaps and developing a layout for coherence will help enormously in achieving the targets under SFDRR. A coherent approach To Climate Change Adaptation (CCA), DRR, and Sustainable Development (SD) are therefore desirable to promote mutual benefit and minimize potential contradictions and counter-productive implementation schemes and to aid long term planning. This study aims to find measures and means to understand the points of coherence and harness the co-benefits of implementation of PA and SDG in order to reduce disaster risk at the national and state level.

2. Objective:

This study aims to identify, compile and present commonalities in implementation of Sendai Framework for disaster risk reduction, Paris Agreement on climate change and Sustainable Development Goals in India in order to harness the co-benefits. Stakeholders for the above-said study will include Central and State Governments, agencies, researchers, scientists, and practitioners. The objectives of the study are as follows:

(i) Identify areas/sectors/ themes of convergence between the three international agreements where there is an opportunity to explore various co-benefits.
(ii) Map various policies that are crosscutting and overlapping on three of the international agreement at the national and state level which can aid disaster risk reduction.
(iii) Convergence on State Action Plan on Climate Change (SAPCCs) and State Disaster Management Plan (SDMPs) per state analysis & suggestions for implementation of Sendai Framework for disaster risk reduction, Paris Agreement on climate change and Sustainable Development Goals at the state level.
(iv) Identify challenges and gaps in science–policy–practice & governance and reporting
(v) Suggest a common design and platform for information sharing and reporting to support goals committed under each agreement.
(vi) Specific policy/ implementation recommendation to be incorporated in the National Disaster Management Plan with specific relevance for short, medium and long term planning.

(vii) Find out initiatives taken by Central and State Governments so far, in this direction, and gaps to be addressed.

(viii) Help the ministries/departments of GOI and state governments to plan, prepare and implement development projects/plans to achieve coherence between SFDRR, SDGs and COP21 for sustainable risk reduction.

3. Methodology:

a) Scope:
The proposed study shall take into considerations the policies/ implementations/programs at both national and state levels where overlap between the DRR, CCA, and SDGs are observed.

b) Study approach and Data:
An in-depth and rigorous review of literature on DRR, CCA, and SDGs and international best practices needs to be carried out with the state, national and world outlook. Secondary data from various databases, reports, departments, maps, etc. as required may be collected and incorporated into the report. The study should highlight the good practices/ policies/ legislature pertaining to the achievement of coherence in DRR, CCA and SDGs integration in India and abroad. The data collected and interviews with stakeholders must be shared with NDMA.

c) Expected Outcomes
i. The findings of the report will inform NDMA to design and draft guidelines addressing the gaps and overlaps.
ii. Since all the three agreements have a long-term time horizon (2030 and beyond) the findings will provide a substrate for disaster management planning with short, medium and long-term planning.
iii. The findings can also aid and inform the process of National Disaster Management Plan (NDMP) which is revised periodically, and the state and ministerial disaster management plans to bring out coherence between the three agreements and implement the same for DRR, through appropriate policies, analysis and institutions.
iv. Find gaps or overlaps, which will facilitate key partnerships, which help, avoid duplication, maximize gains, and reinforce joint working across agreements. Creating a platform for data sharing and research on cross-cutting issues across the agreements.
v. The study will identify gaps in science–policy–practice for India.
vi. Identify opportunities in integrating SAPCCs and SDMPs at the state level to address CCA and DRR into policy, analysis, and implementation.

vii. Raising awareness with national and sub-national governments on how the alignment of the different frameworks alignment is critical; the relative political weight of frameworks may affect collaboration and coherence.

d) Expected Outputs: The following will be produced:
i. Final report of the study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for Disaster risk reduction and climate change adaptation.
ii. A working framework to converge and assess the co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for Disaster risk reduction and climate change adaptation.
iii. Develop policy briefs to summarize the policy options and put forth recommendations on the best practices.

iv. Roadmap on major landmarks in implementation of the working framework with a focus on long, medium and short term planning.

v. Suggest a methodology for integrating DRR, climate change concepts and SDGs with a view to bring coherence in the NDMPs and SDMPs.

4. **Deliverables:** The agency is required to submit the following reports in accordance with the timeline proposed by NDMA:

   (i) The *inception report and presentation* covering approach, literature, methodology and data review along with the proposed methodology for undertaking the study must be submitted **within one month from date of commencement of the assignment.**

   (ii) The *Interim Report –1 and presentation*, covering findings and analysis of preliminary consultations held with different stakeholders along with the result of secondary data/literature review carried out. This report should be submitted to NDMA **within four months from date of commencement of the assignment.** The report should (i) consist of situation analysis on different frameworks and case studies and contextual best practices for integrating DRR, CCA, and SDG. (ii) Identify and map different national and state level policies where CCA, DRR and SDGs convergence are observed. (iii) Identify benefits, limitations, and challenges of developing a coherence framework to inform synergies between CCA, DRR, and SDGs. (iv) Identify stakeholders for consultation.

   (iii) The *Interim Report –2 and presentation*, should focus on preliminary analysis and findings from stakeholders consultation in the context of Indian and worldwide policies in DRR, CCA, and SDGs. The report should be submitted **within seven months from date of commencement of the assignment.** The report should (i) Refine the findings of first inception report in light of stakeholder consultation (ii) Identify opportunities in integrating SAPCCs and SDMPs at the state level to address in light of national policies on DRR, CCA and SDG into policy, analysis, and implementation. (iii) Contextualize best practices and lessons learned in bringing out coherence in DRR, CCA, and SGD to the Indian context. (iv) Preliminary recommendations.

   (iv) The *first draft of the final report* and must be submitted **within nine months from date of commencement of the assignment.** The Consulting Firm needs to present the findings of the project in front of the Expert Committee. The report should have concrete findings on all the objectives as noted in section 2 of Contract.

   (v) **Final Report** incorporating the comments and suggestions of NDMA the report must be submitted to NDMA within **one month** from the date of receipt of comments from NDMA.

   (vi) The deliverables mentioned above are to be circulated in hard and soft copy well in advance before all the presentation with the lead-time of minimum 10 days.

5. **Supervision & Reporting:**
All the reports—i.e., inception, interim, draft, and final—shall be submitted to NDMA. An expert committee constituted by NDMA will examine the respective reports and decide if NDMA will be final. The Consulting Firm may be requested to attend the meeting of the committee, as and when required. The comments and input of the Expert Committee, NDMA will be shared with the consulting firm. The consulting firm will be requested to revise the interim and draft reports based on the comments/suggestions/observations of the committee/NDMA and submit the same to NDMA for acceptance.

6.1 **Expertise and Qualification of Consulting Firm:**

   i. The **Consulting Firm** preferably have experience of at least 10 years in conducting similar studies pertaining to the above-mentioned subject with State/ Central Government or private sector. Experience of carrying out study/projects with multiple stakeholders will be an added advantage.

   ii. The **Consulting Firm** with prior experience of conducting policy analysis at national and state level will be given priority.

   iii. The **Consulting Firm** should have a team of experienced professionals from the relevant fields relating to the subject matter of the proposed study. The **Consulting Firm** shall engage an adequate team of professionals having expertise on, but not limited to, organizational management, disaster management, social sciences, financial matters, legal issues, etc. as and when required.

   iv. The Consulting Firm cannot transfer the study to a third party without prior permission.

6.2 NDMA will have sole Intellectual Property Rights on the knowhow developed.

6.3 **Payment Schedule:**

   The payment for the work shall be paid as per the Schedule given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Milestones</th>
<th>Percentage of the lump sum contract price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>On submission of Inception Report</td>
<td>15%</td>
</tr>
<tr>
<td>2.</td>
<td>On submission of Interim Report - I</td>
<td>20%</td>
</tr>
<tr>
<td>3.</td>
<td>On submission of Interim Report - II</td>
<td>20%</td>
</tr>
<tr>
<td>3.</td>
<td>On submission of first Draft of final report incorporating suggestions of the Expert Committee</td>
<td>25%</td>
</tr>
<tr>
<td>4.</td>
<td>On submission and acceptance of Final report</td>
<td>20%</td>
</tr>
</tbody>
</table>

7. **Procedure to be followed for review of the progress of the work and review of the final draft report.** The Consulting firm shall keep NDMA informed on the progress of work on regular basis at the most at an interval of one month. The Consulting firm shall share the
draft documents for comments by the Committee formed by NDMA for this purpose. The representative of consulting firm shall attend the meeting of the Expert Committee constituted for this purpose and make necessary changes in the draft report as per the suggestion given in the meeting.

8. **Award of Contract**:
   a. On completion of the process of selection, the consulting firm selected shall be awarded the contract by issuing the letter of award (LOA). Within 30 days of LOA the consultancy/ firm should execute a Contract with NDMA. The date of signing of Contract by NDMA shall be the deemed date of commencement of the assignment and shall be completed as per the period stipulated in the contract.
   b. The charges will be subject to taxes, cesses, etc as per the applicable Indian laws.
   c. The cost of preparing the proposal and incidental expenses shall not be reimbursable as a cost of assignment.
   d. The successful consulting firm will be required to submit the performance security in the form of an DD/FDR/BG from the commercial bank for an amount equal to 7% of the value of the contact within 15 days of signing the contract otherwise the study will be awarded to the consulting firm scoring second highest marks. The performance security should remain valid for a period of 60 days beyond the date of completion of contractual obligations of the consulting firm.
   e. The successful firms/ organization cannot sublet the assignment to other individual/firms/organizations without prior approval of the NDMA.

9. **Liquidated Damages**
For any delay on the part of the firm, liquidated damages would be levied at the rate of 0.5% of the contract value per week and part thereof subject to a maximum of 10% of the total contract value.

10. **Termination**
The NDMA may without prejudice to any other remedy available for breach of any conditions of the agreement by a written notice of 30 calendar days issued to the consulting firm, terminate the Agreement under failure to properly utilize the amount paid by NDMA or in the event of appropriate progress not being made in the project.

11. **Rights and Ownership/Technology Transfer and Utilization**
(a) The know-how generated from the project will be the property of NDMA. It shall be the responsibility of Consulting firm to take necessary action for protection of the intellectual property arising out of the Project through proper instruments, such as patents, copyrights, etc.

(b) The know-how developed shall be transferred to NDMA for further roll out. The know-how may also be transferred to other organizations on a non-exclusive basis on such terms and conditions as may be determined by NDMA.

12. Secrecy
It is hereby agreed that the Consulting firm shall not disclose information and data collected to others.

13. Arbitration
13.1 In the event of any question, dispute or difference arising under this Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitrator Tribunal, herein after Called TRIBUNAL consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

13.2 The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time. The language of arbitration, proceedings and that of all documents and communications between the parties shall be in English.

14. Governing Law
This Contract shall be governed by the Indian Laws for the time being in force.

IN WITNESS WHEREOF the parties hereto have signed sealed and delivered the Agreement on the day, month and year above written in presence of:-

Signed by:-

(With Name, Designation and Seal)
(For and on behalf of Consulting firm)

1. Witness________________
2. Witness________________
(Name and Designation)

Signed by:-
(With Name, Designation and Seal)
(For and on behalf of NDMA)

1. Witness________________
(Name and Designation)

2. Witness________________
(Name and Designation)
BANK GUARANTEE FORMAT

1. In consideration of NDMA having agreed to exempt_________________________ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs_______/- on production of Bank Guarantee for Rs ________/ - for the due fulfillment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of_________________________ we, ( name of the bank) ____________ (hereinafter referred to as ‘the bank’) do hereby undertake to pay to NDMA an amount not exceeding ____________________, against any loss or damage caused to or suffered or would be caused to or suffered by NDMA by reason of any breach by the said service provider(s) of any terms & conditions contained in the said agreement.

2. We (name of the bank) ______________________ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NDMA stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by NDMA reason of breach by the said service provider(s) of any of the terms & conditions contained in the said agreement or by reason of the service providers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of NDMA in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding  Rs ________________/ - (Rs. ___________________________ in words)

3. We undertake to pay to NDMA, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.

4. We (name of the bank) ______________________ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of ________ months from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of NDMA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NDMA certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) ______________________ further agree with NDMA that NDMA shall have the fullest liberty without our consent and without affecting 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 to time any of the powers exercisable by NDMA, against the said service provider(s) and to forbear or enforce any of the terms & 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 service provider(s) or for any forbearance, and or any omission on the part of NDMA, or any indulgence by NDMA, to the said service provider(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.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).

7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by NDMA.

Dated: ________________________

For ______________________________________

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.
Annexure-VI

Covering Letter (Undertaking to be submitted along with Technical Bid)

Date:
Place:

To,

Ms. Alice Kujur  
Deputy Secretary, PP Division,  
National Disaster Management Authority  
A-1, Safdarjung Enclave  
New Delhi 110029

Sub:

Dear Madam,

Please find enclosed Bid in respect of selection of the bidder for Study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for Disaster risk reduction and climate change adaptation in respect to your letter no…………..Dated……………..20…………..

We hereby confirm the following:

1. The Bid is being submitted by ------------------------ (name of the Bidding Company) who is the bidder, bidding for selection in accordance with the conditions stipulated in the RfP Document.
2. We have examined in detail and have understood, and abide by all the terms and conditions stipulated in the RfP Document issued by the NDMA and in any subsequent communication sent by the NDMA. Our Bid is consistent with all the requirement of submission as stared in the RfP Document or in any of the subsequent communications from the NDMA.
3. The information submitted in our Bid is complete, is strictly as per the requirement as stipulated in the RfP Document, and is correct to the best of our knowledge and understanding.

Date __________________ Signature-------------------
Place__________________ Name___________________

Seal of organization______
CERTIFICATE BY HEAD OF ORGANIZATION

It is certified that:

1. The information given above is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.
2. The professionals/ staff facilities mentioned in this bid shall be made available for this project in due time.
3. The Consulting firm is fully equipped to handle this assignment and would implement this task in due time for NDMA.
4. I am competent to sign this Certificate.

Date:                        Authorized Signatory
Place:                      Name:

Designation

Seal of the Organization:
### Important Details about Tender (annexure- VIII)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Technical bid (Necessary Qualifying Conditions):</strong> It should contain original/ self-attested copies of below mentioned documents. Non submission of any of these document may result in cancellation of bid:</td>
</tr>
<tr>
<td></td>
<td>(a) Proofs in respect of Expertise and Qualification as mentioned in clause 3.6 (a), (b), (c - list of professionals).</td>
</tr>
<tr>
<td></td>
<td>(b) GST No. along with documentary proof of GST Registration</td>
</tr>
<tr>
<td></td>
<td>(c) Proof of registration with Central / State Government.</td>
</tr>
<tr>
<td></td>
<td>(d) Undertaking that the consulting firm has not been debarred / blacklisted by any of the Govt. Institutions.</td>
</tr>
<tr>
<td></td>
<td>(e) Duly filled and signed proforma given at annexure Ŧ II</td>
</tr>
<tr>
<td></td>
<td>(f) Proof of establishment / registration of the consulting firm.</td>
</tr>
<tr>
<td></td>
<td>(g) Duly filled and signed performa for undertaking given at annexure (covering letter) Ŧ VI</td>
</tr>
<tr>
<td></td>
<td>(h) Duly filled and signed Certificate (format) given at annexure Ŧ VII</td>
</tr>
<tr>
<td>2</td>
<td><strong>Financial bid:</strong> Duly filled and signed performa given at annexure Ŧ III (this performa has to be kept in financial bid cover only, should not be kept it in technical bid cover)</td>
</tr>
<tr>
<td>3</td>
<td><strong>Tender Value :</strong> Rs. 50,00,000 (approx.)</td>
</tr>
<tr>
<td>4</td>
<td><strong>EMD:</strong> Rs. 1,00,000/- in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial bank in an acceptable form in favour of DDO, NDMA.</td>
</tr>
<tr>
<td>5</td>
<td><strong>Bid Validity:</strong> 180 days</td>
</tr>
<tr>
<td>6</td>
<td><strong>Period of work:</strong> 10 months (approx.) as per clause 2.4</td>
</tr>
</tbody>
</table>
| 7 | **Tender Inviting Authority:** Deputy Secretary (PP)  
Address: Room No. 326, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi-110029 |
Consulting Firms registered with NDMA for the purpose of Study on Leveraging co-benefits of Sendai Framework for Disaster Risk Reduction, Paris agreement and Sustainable Goals for Disaster risk reduction and climate change adaptation.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name and address of the consulting firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>The Energy and Resource Institute, New Delhi</td>
</tr>
<tr>
<td>(ii)</td>
<td>Centre of Excellence in Disaster Mitigation and Management, Indian Institute of Technology Roorkee, Uttarakhand, in consortium with RIKA India Pvt. Ltd., KEIO University and BNA Technologies Consulting Ltd.</td>
</tr>
<tr>
<td>(iii)</td>
<td>Ernst &amp; Young LLP, Gurgaon</td>
</tr>
</tbody>
</table>

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