



Government of India
NATIONAL DISASTER MANAGEMENT AUTHORITY
Policy & Plan Division
NDMA Bhawan, A-1, Safdarjung Enclave
New Delhi -110 029
Tele -Fax No. 26701733



=====

F. No.1-22/2017-PP

Dated: 11.04.2018

NOTICE INVITING TENDER

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi, on behalf of the President of India invites bids in two bid system (Technical & Financial) from the Agencies/ Consulting firms registered with NDMA vide letter no. 1-22/2017-PP dated 22.03.2018 for the purpose of "preparation of National Guidelines on Temporary Shelters for victims of disasters".

Interested already registered agencies (list enclosed) must send their Technical & Financial proposals (as enclosed with the notice / uploaded at NDMA's website <http://www.ndma.gov.in/en/tenders.html>) latest by 14:00 hrs on 04.05.2018. Sealed Technical & Financial Proposals (separate) should be dropped by hand in the tender box kept in the reception area of NDMA or sent by post to the undersigned.

Enclosure: as above

Sd/-
(Alice Kujur)
Deputy Secretary to the Government of India

National Disaster Management Authority

Request for Proposal (RFP)

for

Preparation of National Guidelines on Temporary Shelters for victims of disasters.

1. Letter of Invitation:

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi, on behalf of the President of India invites bids in two bid system (Technical & Financial) from the Agencies/ Consulting firms registered with NDMA vide letter no. 1-22/2017-PP dated 22.03.2018 for the purpose of “preparation of National Guidelines on Temporary Shelters for victims of disasters”.

Interested already registered agencies (list enclosed) must send their Technical & Financial proposals (as uploaded in NDMA’s website ndma.gov.in) latest by 14:00 hrs on 04.05.2018. Sealed Technical & Financial Proposals (separate) should be dropped by hand in the tender box kept in the reception area of NDMA or sent by post at the following address:-

Deputy Secretary (PP),
National Disaster Management Authority,
NDMA Bhawan,
A-1, Safdarjung Enclave,
New Delhi – 110029
Phone: 011-26701733

2. Procedure for submission of proposal : Given at Annexure - I

3. Terms of Reference (ToR) :

3.1 Background :

India is vulnerable, in varying degrees, to a large number of disasters. More than 58.6 per cent of the landmass is prone to earthquakes of moderate to very high intensity; over 40 million hectares (12%) of its land is prone to floods and river erosion; close to 5,700 kms, out of the 7,516 kms long coastline is prone to cyclones and tsunamis; 68% of its cultivable area is vulnerable to droughts; and, its hilly areas are at risk from landslides and avalanches. Moreover, India is also vulnerable to

Chemical, Biological, Radiological and Nuclear (CBRN) emergencies and other man-made disasters.

Disaster risks in India are further compounded by increasing vulnerabilities related to changing demographics and socio-economic conditions, unplanned urbanization, development within high-risk zones, environmental degradation, climate change, geological hazards, epidemics and pandemics. Clearly, all these contribute to a situation where disasters seriously threaten India's economy, its population and sustainable development.

These disasters lead to wide scale human displacement. Lack of adequate shelter means that affected community is deprived of all privacy and constantly exposed to seasonal elements like rain, cold wind etc. However, a poorly planned relief settlement could prove to be one of the most pathogenic environment possible.

Typically temporary shelters for disasters victims are made of tin sheets or GI sheets which are very unsuitable for the living beings in various geographical conditions due to poor insulation. The so called temporary shelters for housing the disaster victims are not so temporary and remain in use for 2 to 5 years depending upon how long the construction of permanent shelters for the disaster victims take place. Therefore, a need has been felt for preparing Guidelines on Temporary Shelters for victims of disasters so that temporary shelters may be built as per the availability of local material and construction technology so that it is sensitive to the cultural aspects of the living beings.

Hence, NDMA is planning to prepare guidelines covering issues, challenges and aspects of providing temporary shelters in the aftermath of disasters. Issues related to location of the temporary shelter sites, infrastructure and utilities etc. need to be covered.

3.2 Objective:

The Guidelines should facilitate all government / private agencies in constructing temporary shelters for the victims of disasters as per their needs. It should be economical, safe and sensitive to the cultural aspects of the local people. The guidelines should help agencies in deciding the construction material/ technology to

be used for construction of the temporary shelters and provide information about availability of resources in various geographical location and methodology to be adopted for construction of the shelters. The guidelines should anticipate and provide information about all aspects of temporary shelters.

3.3 Scope of Work :

NDMA Guidelines on Temporary Shelters for victims of disasters should be concise, clear and user friendly mentioning the roles and responsibilities for different stakeholders. It should be in sync with National Policy on Disaster Management, National Plan on Disaster Management and Guidelines on minimum standards of relief, issued by NDMA and as per the advice, guidance and decision of the Expert Committee constituted for formulating these Guidelines.

3.4 Deliverables:

The Agency will work under the guidance and supervision of the Expert Committee throughout the entire process. The Agency shall submit the following to the NDMA, and the Expert Committee:

- (i)** Inception report covering protocol, research to be done and methodology to be adopted for preparation of the Guidelines within one month after award of the work. The Inception report should also (i) mention existing Strengths taking care of identified gaps, (ii) Define Approach, (iii) Identify Partners & Stakeholders.
- (ii)** Interim Report covering result of the research undertaken, analysis of the research, process for preparation of the Guidelines within two months after award of work. The report should (i) Identify felt needs and determine objectives, (ii) Lay down road map with milestones and (iii) mention result of consultations with Partners and Stakeholders. The process of consultation with Partners and Stakeholders should be started after they are identified.
- (iii)** Draft Guidelines within six months after award of work.
- (iv)** Final Guidelines after incorporating the suggestions given by NDMA and the Expert Committee within one month from the date correction is suggested.

3.5 Reporting and Supervision: National Disaster Management Authority has constituted a Committee of Expert in this field. All the draft reports except the final will be presented before a Committee constituted by NDMA for this purpose. The Agency should attend the meeting of the Committee and revise the draft reports based on the comments/ suggestions/ observations of the Committee and submit the same to NDMA for acceptance.

3.6 Requirements : Expertise and Qualification :

- a. The agency must have experience of at least 5 years in the assignments related to construction of temporary shelters/ studies/ project with State/ Central Government or private sector. Experience of carrying out work related to preparation of guidelines will be given preference.
- b. The agency with prior experience of assignment at Govt. sponsored shelter schemes will be given additional weightage.
- c. The applicant should have a team of experienced professionals from the relevant field.

3.7 Requirement for submission of Proposal :

- a. The agency shall have GST registration.
- b. The agency should be registered with Central/ State Government.
- c. The agency has not been debarred / blacklisted by any of the Govt. Institutions.

3.8 NDMA will have sole Intellectual Protection Rights on the guidelines so developed.

3.9 Payment Schedule:

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

S. No.	Milestones	Percentage of the lump sum contract price
1.	On submission of Inception Report	15%
2.	On submission of Interim Report	15%
3.	On submission of final Draft Guidelines incorporating suggestions of the Expert Committee	50%
4.	On submission and acceptance of Final Guidelines	20%

4 Bid Evaluation Criteria and Selection Procedure :

4.1 A two-bid procedure shall be adopted by the evaluation committee in evaluating the proposals: Please refer QCBC method in the revised Manual of Procurement of Services.

4.2 Technical Bids shall be first opened and evaluated.

4.3 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 specified as under:

S. No.	Criteria	Maximum Marks
1	Agencies (No. of years in the field) – One marks for each year subject to a maximum of 10	10
2	Project Team	30
3	Technical expertise in the relevant area - 2 marks of each project executed subject to maximum of 20	20
4	Experience of working in relevant shelter related assignments/ studies/ projects with State or Central Government – 2 marks for each subject to a maximum of 10	10
5	Presentation	30
	Total	100

4.4 Criteria for awarding marks to Project Team:

S.No.	Criteria	Maximum Marks	Criteria for Awarding Marks
1.	Team Leader	20	<ul style="list-style-type: none"> • 20 marks for Degree in Engineering/ Architecture with at least 15 years of experience. • 15 marks for Degree in Engineering/ Architecture with at least 10 years of experience. • 10 marks for Degree in Engineering/ Architecture with at least 5 years of experience.
2.	Number of Full - time Professional Technical / Human Resources (having experience in Disaster Management/ Social Scientist/ Architect with relevant experience in Temporary Shelter Projects) excluding the team leader in the Agency.	10	5 marks for one human resource, subject to a maximum of 10.

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

4.6 The Technical proposal should score at least 70 percent points to be considered responsive for financial evaluation. A technical proposal failing to achieve 70% marks shall be rejected.

4.7 Financial bids will be opened only for such shortlisted agencies. The decision of the NDMA with regard to selection of agency will be final and binding and no communication in this regard will be entertained.

4.8 After the technical evaluation is completed, NDMA shall inform in writing to the agencies (having scored minimum QS of 70) the time and location for opening the Financial Bids. The attendance of the agencies at the opening of Financial Bids is optional, but it shall be recorded and signed by all present.

4.9 Financial Bids shall be opened only of the agencies who have secured the minimum QS of 70, publicly in the presence of the agencies / representatives who choose to attend. These Financial Bids of the Agencies shall be recorded. 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.

4.10 The 'Total Score' (TS) for each agency 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 agencies 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 agency securing H1 ranking shall be awarded the work with the approval of the competent authority.

5. **Standard formats for technical and financial proposal** : Given at Annexure – II and Annexure – III respectively.

6. **Proposed Contract terms** : Given at Annexure – IV.

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

8. Award of Contract :

8.1 The bid will be valid for 180 days from the date of submission.

8.2 On completion of the process of selection, the agency selected shall be awarded the contract by issuing the letter of award (LOA). The issue of LOA shall be the deemed date of commencement of the assignment and shall be completed as per the period stipulated in the contract. Within 30 days of LOA the consultancy/ firm should execute an agreement with NDMA.

8.3 The charges will be subject to taxes, cesses, etc as per the applicable Indian laws.

8.4 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.

8.5 The cost of preparing the proposal and incidental expenses shall not be reimbursable as a cost of assignment.

8.6 The successful agency 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 contract within 15 days of signing the contract otherwise the study will be awarded to the agency 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 agency.

8.7 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 agency, 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

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

12. Secrecy

It is hereby agreed that the Consulting agency 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 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.

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.

14. Governing Law

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

IN WITNESS WHERE OF 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 Agency)

1. Witness _____

(Name and Designation)

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)

Procedure for submission of Proposal

The tender document can be downloaded only from CPP website <http://eprocure.gov.in> or NDMA's website at <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,
A-1, Safdarjung Enclave,
New Delhi – 110029
Phone: 011-26701733

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 super-scribed and initialed twice across the seal and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed. The Outer Envelope must further be clearly marked: **“BID FOR Preparation of National Guidelines on Temporary Shelters for victims of disasters”** 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 agencies shall be valid for a period of 6 months beginning from the date of last of submission of the RFP by the agencies. 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. Goods and Service Tax as applicable will be reimbursed on receipt of proof of payment into Govt. Account.

v) All the annexures 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> / NDMA website <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> / NDMA website <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 Forty thousand Rupees only** in original to Deputy Secretary (PP), National Disaster Management Authority, 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 National Guidelines on Temporary Shelters for Victims of Disaster

1. Name of the Agency:
2. Address, Phone / Fax, E-mail :
3. Year of establishment of agency:
5. Registration Details:
6. PAN No./ GST No.
7. Self Certification that they have not been debarred / blacklisted by any of the Govt. Institution

8. Team Composition:-

Name of the Professional to be involved	Designation	Professional Qualification & Specialization	Experience after professional qualification/ specialization	Experience in the relevant field
1	2	3	4	5

Experience of production of such models with documentary proof (self certified)

9. A completed and current list of the projects and brief description of the services performed for them.

Name of the Client	Name of the Project	Sponsoring authority of the project	Cost of Project	Date of awarding	Date of completion (In case of completed projects)	Remarks

10. A brief write up of 200 words about the agency.
11. Documents in support of all the above and other eligibility criteria mentioned in the Tender may be submitted along with Bid.

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

Subject : Financial Bid for preparation of National Guidelines on Temporary Shelters for victims of Disasters (to be submitted in separate cover).

Financial Proposal

Total cost of the project including all taxes : (In words _____)

- Goods and Service Tax as applicable will be reimbursed on receipt of proof of payment into Govt. Account.

Date _____

Signature-----

Place _____

Name _____

Seal of organization _____

Proposed Terms and Conditions for the Contract Agreement for Preparation of National Guidelines on Temporary Shelters for victims of disasters for NDMA

1. Background :

India is vulnerable, in varying degrees, to a large number of disasters. More than 58.6 per cent of the landmass is prone to earthquakes of moderate to very high intensity; over 40 million hectares (12%) of its land is prone to floods and river erosion; close to 5,700 kms, out of the 7,516 kms long coastline is prone to cyclones and tsunamis; 68% of its cultivable area is vulnerable to droughts; and, its hilly areas are at risk from landslides and avalanches. Moreover, India is also vulnerable to Chemical, Biological, Radiological and Nuclear (CBRN) emergencies and other man-made disasters.

Disaster risks in India are further compounded by increasing vulnerabilities related to changing demographics and socio-economic conditions, unplanned urbanization, development within high-risk zones, environmental degradation, climate change, geological hazards, epidemics and pandemics. Clearly, all these contribute to a situation where disasters seriously threaten India's economy, its population and sustainable development.

These disasters lead to wide scale human displacement. Lack of adequate shelter means that affected community is deprived of all privacy and constantly exposed to seasonal elements like rain, cold wind etc. However, a poorly planned relief settlement could prove to be one of the most pathogenic environment possible.

Typically temporary shelters for disasters victims are made of tin sheets or GI sheets which are very unsuitable for the living beings in various geographical conditions due to poor insulation. The so called temporary shelters for housing the disaster victims are not so temporary and remain in use for 2 to 5 years depending upon how long the construction of permanent shelters for the disaster victims take place. Therefore, a need has been felt for preparing Guidelines on Temporary Shelters for victims of disasters so that temporary shelters may be built as per the availability of local material and construction technology so that it is sensitive to the cultural aspects of the living beings.

Hence, NDMA is planning to prepare guidelines covering issues, challenges and aspects of providing temporary shelters in the aftermath of disasters. Issues related to location of the temporary shelter sites, infrastructure and utilities etc. need to be covered.

2. Objective:

The Guidelines should facilitate all government / private agencies in constructing temporary shelters for the victims of disasters as per their needs. It should be economical, safe and sensitive to the cultural aspects of the local people. The guidelines should help agencies in deciding the construction material/ technology to be used for construction of the temporary shelters and provide information about availability of resources in various geographical location and methodology to be adopted for construction of the shelters. The guidelines should anticipate and provide information about all aspects of temporary shelters.

3 Scope of Work :

NDMA Guidelines on Temporary Shelters for victims of disasters should be concise, clear and user friendly mentioning the roles and responsibilities for different stakeholders. It should be in sync with National Policy on Disaster Management, National Plan on Disaster Management and Guidelines on minimum standards of relief, issued by NDMA and as per the advice, guidance and decision of the Expert Committee constituted for formulating these Guidelines.

4 Deliverables:

The Agency will work under the guidance and supervision of the Expert Committee throughout the entire process. The Agency shall submit the following to the NDMA

- (i)** Inception report covering protocol, research to be done and methodology to be adopted for preparation of the Guidelines within one month after award of the work. The Inception report should also (i) mention existing Strengths taking care of identified gaps, (ii) Define Approach, (iii) Identify Partners & Stakeholders.
- (ii)** Interim Report covering result of the research undertaken, analysis of the research, process for preparation of the Guidelines within two months after award of work. The report should (i) Identify felt needs and determine objectives, (ii) Lay down road map with milestones and (iii) mention result of consultations with

Partners and Stakeholders. The process of consultation with Partners and Stakeholders should be started after they are identified.

- (iii) Draft Guidelines within six months after award of work.
- (iv) Final Guidelines after incorporating the suggestions given by NDMA and the Expert Committee within one months from the date correction is suggested.

5 Reporting and Supervision: National Disaster Management Authority has constituted a Committee of Expert in this field. All the draft reports except the final will be presented before a Committee constituted by NDMA for this purpose. The Agency should attend the meeting of the Committee and revise the draft reports based on the comments/ suggestions/ observations of the Committee and submit the same to NDMA for acceptance.

6. Payment Schedule:

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

S. No.	Milestones	Percentage of the lump sum contract price
1.	On submission of Inception Report	15%
2.	On submission of Interim Report	15%
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4.	On submission and acceptance of Final Guidelines	20%

7. Procedure to be followed for midterm review fo the progress of the work and review fo the final draft report. The Agency shall keep NDMA informed on the progress of work on regular basis at the most at an interval of one month. The Agency shall share the draft Guidelines for comments by the Committee formed by NDMA for this purpose. The representative of agency shall attend the meeting of the

Expert Committee and make necessary changes in the draft guidelines as per the suggestion given in the meeting.

8. The successful agency 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 contract within 15 days of signing the contract otherwise the study will be awarded to the agency 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 agency.

8.8 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 agency, 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**

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

12. **Secrecy**

It is hereby agreed that the Consulting agency 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 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.

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.

14. Governing Law

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

IN WITNESS WHERE OF 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 Agency)

1. Witness _____

(Name and Designation)

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”) at the request of _____ service provider’s 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 **one year and two months** from date herein and further agree to **extend the same from time to time (one year after)** 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.

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 preparation of National Guidelines on Temporary Shelter 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 stated 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 Agency 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:

Place:

Seal of the Organization:

Authorized Signatory

Name:

Designation

<u>Important Details about Tender</u>	
1	<p>Technical bid (Necessary Qualifying Conditions): It should contain original /self-attested copies of below mentioned documents. Non submission of any of these document may result in cancellation of bid::</p> <p>(a) Proofs in respect of Expertise and Qualification as mentioned in clause 3.6 (a), (b), (c - list of professionals).</p> <p>(b) GST No. along with documentary proof of GST Registration</p> <p>(c) Proof of registration with Central / State Government.</p> <p>(d) Undertaking that the agency has not been debarred / blacklisted by any of the Govt. Institutions.</p> <p>(e) Duly filled and signed proforma given at annexure – II</p> <p>(f) Proof of establishment / registration of the agency.</p> <p>(g) Self certified documentary proof of production of such models before (refer para 8 of Annexure – II).</p> <p>(h) Duly filled and signed performa for undertaking given at annexure (covering letter) – VI</p> <p>(i) Duly filled and signed Certificate (format) given at annexure – VII</p>
2	Financial bid: Duly filled and signed performa given at annexure -III
3	Tender Value : Rs. 20,00,000 (approx.)
4	EMD: Rs. 40,000/- 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.
5	Bid Validity: 180 days
6	Period of work: 7 months (approx.) as per clause 3.4
7	Tender Inviting Authority: Deputy Secretary (PP) Address: NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi-110029

Agencies/ Consulting Firms registered with NDMA for the purpose of
“Preparation of National Guidelines on Temporary Shelters for victims of Disasters”.

S.No.	Name of the Agency / Consulting Firm
1.	M/s People In Centre, G Block, P4 -10th floor, Indraprastha, Drive in Road, Ahmedabad – 380052(Gujarat)
2.	M/s Hunnarshala Foundation, 8-16, Mahadev Nagar -1 B/H Valdas Nagar, Nr. Mirzapar Highway, Mirjapar Part, Bhuj, Gujarat-370001
3.	M/s SEEDS,15/A, Institutional Area, R.K. Puram Sector-4, New Delhi - 110022
4.	M/s Indo Global Social Service Society, 28, Institutional Area, Lodhi Road, New Delhi-110003
5.	M/s UNNATI - Organization for Development Education, G-1, 200 Azad Society, Ahmedabad-380 015(Gujarat)
6.	M/s Kutch Nav Nirman Abhiyan, 70-B, Bankers Colony, Jubilee Ground Area, Bhuj – Mundra Road, Bhuj-kutch (Gujarat)