

2011

RFP No.D1-2011

Appointment of Consultant for Preparation of Hazard  
Vulnerability Risk Analysis Atlas and Report for the  
State of Himachal Pradesh

# REQUEST FOR PROPOSAL (TENDER)

DISASTER MANAGEMENT CELL,  
DEPTT. OF REVENUE GOVT. OF  
HIMACHAL PRADESH SHIMLA



# REQUEST FOR PROPOSAL

## 1. Summary of Proposal

This Request for Proposal is issued by the Disaster Management Cell (DMC) to invite proposals from short-listed Agencies /Institutions from amongst the one who participated in the Expression of Interest (EOI) process for selecting suitable Agency/Institution for undertaking detailed Hazard Vulnerability Risk Analysis (HVRA) for the entire state of Himachal Pradesh. The following data sheet provides the summary of RFP document.

### 1.1 Summary Sheet

Particulars	Details
Name of the Client	<b>Disaster Management cell, Deptt. of Revenue. Govt. of H.P Shimla.</b>
Name of the Assignment	Preparation of Hazard Vulnerability and Risk Analysis Atlas and Report for the state of Himachal Pradesh.
RFP Issue Date	1 <sup>st</sup> November 2011 11.00AM Onward
Closing Date	15 <sup>th</sup> November 2011 by 4.00PM
Method of Selection	Quality & Cost Based Selection (QCBS)
Pre Bid Consultation/ Conference	16 <sup>th</sup> November, 2011, 11.00AM Venue Conference Room, Armsdale HP Secretariat Shimla
Contact Person	Sh. Gopal Chand, Additional Secretary (Revenue) Disaster Management Cell, Room No. 405 Armsdale Building HP Secretariat Shimla, Phone No. 0177-2628480
Proposal Validity	90 Days after the submission date
Website Address for Downloading the Document	<a href="http://www.hpsdma.nic.in">www.hpsdma.nic.in</a>
Tender Fee	INR 5000/- in the form of Demand Draft Only Payable to SO, Disaster Management Cell Shimla
Total Period of the Assignment	2 Years
Number of Copies of the Proposal to be Submitted by the Consultant	Consultant must submit the original and four hard copies of Technical Proposal and one copy of the Financial Bid/Proposal.
Proposal Submission Address, Date and Time	<b>Disaster Management cell, Deptt. of Revenue. Govt. of H.P,</b> Armsdale HP Secretariat Shimla, 15 <sup>th</sup> November 2011 by 4.00PM
Security Deposit	5% of the Value of the Contract in the form of Bank Guarantee in favour of Disaster Management Cell HP Secretariat Shimla,
Validity	24 Months from the date of Issuance
Expected Date of Commencement of the Consultation	Within Seven Days of the Signing the Contract.

## 2. Request for Proposal Terminology

Throughout this document, the following definitions apply:

- a) “**HVRA**” means Hazard Vulnerability Risk Analysis.
- b) “**CFM**” means Critical Facility Map.
- c) “**BMPTC**” means Building Material Promotion Council, established under the aegis of the Ministry of Housing & Urban Poverty Alleviation, Government of India.
- d) “**Tenderer or Bidder**” means Agency or Organization or group of Organizations or group of institutions (having entered into legal MOU) participating in the Tendering process.
- e) “**Applicant**” means a party or a lead institution that submits, or intends to submit, a proposal independently or on behalf of group of companies or consortium of organizations.
- f) “**Work Order**” means the written order resulting from this RFP issued by the Disaster Management Cell (DMC), Deptt. Of Revenue.
- g) “**The DMC**” means the H.P. State Disaster Management Cell.
- h) “**Must**” (mandatory) means a requirement that must be met in order for a Proposal to receive consideration;
- i) “**Proposal**” means a proposal submitted in response to this RFP.
- j) “**RFP**” means this request for Proposal; and
- k) “**Should**” or “**desirable**” means a requirement having a significant degree of importance to the objectives of RFP.
- l) “**Consultant**” means any private or public entity that will provide the Services to the Client under the Contract.
- m) “**Contract**” means the Contract signed by the Parties and all the attached documents.
- n) “**Contract Price**” means the price to be paid for the performance of the Services, in accordance.
- o) “**Effective Date**” means the date on which this Contract comes into force.
- p) “**GC**” means General Conditions of Contract.
- q) “**Member**” means any of the entities that make up the joint venture / consortium / association, and “**Members**” means all these entities.

- r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- s) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract.
- u) **“In writing”** means communicated in written form with proof of receipt.

## **3. Background**

### **3.1 Geographic Profile:**

Himachal Pradesh is predominantly a mountainous State located in North – West India. It shares an international border with China. The State has highly dissected mountain ranges interspersed with deep gorges and valleys. It is also characterized with diverse climate that varies from semi tropical in lower hills, to semi arctic in the cold deserts areas of Spiti and Kinnaur. Altitude ranges from 350 meters to 6975 meters above mean sea level. Annual precipitation varies from one of the highest levels recorded in Kangra valley to the scantiest levels in the cold deserts of Spiti and Kinnaur. Out of the total geographical area of 55,673 square kilometers, 14,353 square kilometers (25.78%) is actual forest cover, whereas area classified under forests including alpine meadows and above tree line constitutes 67% of the total geographical area. Himachal Pradesh has five major perennial rivers viz. Sutlej, Yamuna, Ravi, Beas and Chenab.

### **3.2 Administrative Units:**

Twelve districts of the State have been divided into 3 Divisions, 52 subdivisions, 77 development blocks and 3243 Panchayats. The PRI's are in place in all the 12 districts comprising 12 Zila Parishads, Panchayat Samitis in 77 Development Blocks, and Gram Panchayats in 3243 Panchayats. One Municipal Corporation in Shimla, 20 Municipal Councils and 28 Nagar Panchayats, besides 7 Cantonment Boards, represent the Urban Local Bodies infrastructure in the State.

### **3.3 Demographic Profile:**

Population of Himachal Pradesh is 68.56 lakh persons as per the Census report for the year 2010. 89.01% of the total population inhabits 20,604 villages in the rural areas of the State. These villages are sparsely distributed across the State having population density of as low as 2 people per square kilometer in the remote and tribal area of Lahaul&Spiti. Hamirpur district has largest population density of 406 persons per square kilometer as against population density of 123 persons per square kilometer for the whole State. The State has an extensive network of health care institutions. Himachal Pradesh is one of the few states of the country where gender equality is an integral part of the social ethos as well as the overall development strategy. Female literacy is well above the national level and women employment is much higher than most states of the country

### **3.4 Disaster vulnerability:**

Natural hazards are a matter of immediate concern to the whole state as every year the state experiences the fury of nature in various forms like cloudbursts, flash floods, landslides, snow avalanches, droughts, forest fires, earthquakes, hailstorms, etc. Man induced disasters such as road accidents, stampedes, electrical fires are also common.

The seismic sensitivity of the state of Himachal Pradesh has been indicated to be very high as due to its location the state experiences dozens of mild earthquakes every year. Large earthquakes have also occurred in all parts of Himachal Pradesh, the biggest being the Kangra Earthquake of 1905. The seismic vulnerability is primarily attributed to northward movement of Indian plate and to the major dislocation tectonic features such as MBF, MBT and MCT, etc.. The past earthquake also indicates that the impact of earthquake was not uniform but varied from place to place as ground vibration and site amplification played an important role in controlling the structural damage during such events. This is more important as very high seismic risk zone areas in the state are also characterized with dense population and heavy infrastructure. This when viewed in the backdrop that probability of a major earthquake striking the state is looming large is quite frightening. Both, population and demand on allied infrastructure to meet the requirements of housing, water, power, transport etc, have rendered almost all the towns in the state vulnerable to high seismic risks.

While the knowledge about the extent, type & magnitude of various natural hazards at macro level i.e. at state level is available, little systematic information exists about relative vulnerability at district, block and village level. In order to ensure the safety of people and all kinds of built infrastructure, it would be imperative to adopt strategies to minimize disaster impact and damages in hazard prone areas by ensuring development compatible with vulnerability and risk. This is only feasible if the information on the extent, nature and frequency of hazards and on the gravity of vulnerability of people, property, infrastructure and environment is assessed and mapped by employing scientific techniques. Existing data base and knowledge on this issue in the State of H.P is not only incomplete but incomprehensive as well. In order to fill these analytical and information gaps, the Govt. of Himachal Pradesh has decided to conduct a Hazard Vulnerability & Risk Assessment (HVRA) for the entire State covering 12 districts by engaging the services of consultants.

The Hazard Vulnerability Risk understanding of the different parts of the state to different disasters evolved as a result of this study will form the basis for the preparation of disaster management plans at the state, district and block levels for the state of Himachal Pradesh.

## **4. Terms of Reference**

### **4.1 Objective of the Study:**

The primary object of this study is to generate basic data, undertake in-depth analysis and to quantify disaster risk levels and associated causal factors and to produce a 'Vulnerability Atlas' for the State and propose solutions for reducing the hazard risks.

### **4.2 Detailed objectives include:**

- i. To map out all hazards prone areas at State, district and block level, covering water and climate, geological, environmental, chemical & industrial, biological and accident related hazards in the state of Himachal Pradesh (with projections for at least next 20 years).
- ii. To assess extent of vulnerability, the exposure of people, infrastructure and economic activities to these hazards in consideration of potential growth for next 20 years.

- iii. To identify and propose location specific detailed solutions to avoid the disaster risks by implementing both structural and non-structural mitigation and prevention measures.

### **4.3 Scope of the Study:**

The scope of this study would be to conduct a Hazard, Risk & Vulnerability Analysis (HRVA) applicable at Block level. The methodology used should be all encompassing covering physical, social & economic dimensions of disaster management. Mapping of the entire state would be undertaken using both primary and secondary data. The outcome of the study will be a Digital Vulnerability Atlas containing information on areas prone to disasters such as earthquakes, floods, drought, environmental hazards, avalanches, Glacial Lake Outburst Floods (GLOF); industrial, chemical and biological disasters. The study would also assess disaster probability and risk analysis and propose location specific detailed solution on both structural and non-structural aspects to avoid the Disaster Risk. The systematic information and data base generated through this study would form the foundation for evolving effective futuristic policy and strategies for reducing disaster risk in the State of Himachal Pradesh.

## **5 Detailed scope of Analysis:**

### **5.1 Hazard Mapping**

Hazard mapping will include multiple hazard assessment and zoning covering the whole state with co-relational vulnerability analysis. It will define exposure levels of different blocks to key natural and man-made hazards. The hazards that will be covered include earthquakes, droughts, cloud bursts, dam bursts, avalanches, forest fires, floods, landslides, GLOF, industrial and environmental hazards. Exposure maps in terms of high, moderate and low hazard risk will be prepared based upon scientific and historical analysis. District and Block boundaries will be demarcated on these maps. Other hazard related information will be generated. The information will be produced in print and GIS formats

### **5.2 In general hazard analysis should include information on the following:**

Surface location of sources of hazards; e.g. Thrusts/ faults/ major weak plains, flood plains, industries, glaciers, glacial lakes, etc.(using mainly secondary data)

Frequency of occurrence of various levels of hazards based upon historical analysis and scientific analysis of future trends. (using secondary data)

Seasonality of hazards in different parts of the State;(using secondary data)

Demarcation of high, medium, low exposure areas based upon assessment of past severity/ intensity of hazards/disasters experienced, and hazard source location; (Secondary data)

Demarcation of State, District & Block boundaries with regard to exposure map; (Secondary data)

**In particular following information should be covered for each of the hazards.**

### **5.3 Geological hazards:**

The hazards under this theme will include earthquakes and landslides and land subsidence. The hazard maps should include following information.

- i. Surface fault rupture/fault lines, Thrusts.
- ii. Probabilistic Ground seismic hazard maps.
- iii. Seismic zoning maps
- iv. Lateral spread
- v. PGA & PSHA Maps.
- vi. Historical landslide hazard maps.
- vii. Potential landslide source maps (based upon analysis of the geological/surface conditions)

### **5.4 Hydro-Meteorological hazards:**

This theme will include mapping of floods, droughts, forest-fires, avalanches, GLOF. The hazard maps should include following information.

- i. Flood plain maps.
- ii. Flood inundation maps based upon past flood analysis.
- iii. Low lying areas along the main river systems.
- iv. Hydro- geomorphologic maps
- v. Important towns/villages, located within flood inundation zone
- vi. Location of glacial lakes in the catchments areas of major drainage basins with indication of impact areas.



- vii. Drought zoning maps based upon analysis of meteorological, hydrological and agricultural droughts for the past 30 years.
- viii. Potential avalanche prone areas.

## **5.5 Environmental & Industrial hazards:**

This theme includes mapping of industrial facilities, industrial zones, waste dumping including hazardous waste sites, debris dumping sites, effluent releasing sites etc. by using secondary data.

- i. Inventory of sources and type of major industrial and environmental hazards including the one associated with hydro power projects.
- ii. Location of sources of major industrial and environmental hazards etc.
- iii. Location of past disaster sites.
- iv. Demarcation of exposure areas (potential impact boundaries)

## **6. Exposure and Vulnerability Analysis**

Exposure and vulnerability analysis will form an important component of the mapping for each hazard. This will include assessment of social, economic, physical and environmental vulnerabilities. The study is expected to work out Vulnerability Index for variables of vulnerability such as Environment, Population, Social and Infrastructure. Co-relational analysis will be produced for the selected variables for the entire State. Information in mapping format will be aggregated at Block level in order to use it for overlaying purpose to conduct modeling and the variables of analysis will include the following:

### **6.1 Shelter:**

Documentation of building topology for the entire state of Himachal Pradesh is required. Analysis of exposure of housing stock, and determination of vulnerabilities of various construction types in hazard prone regions required to be made by adopting House Sector Approach expressing the physical or structural vulnerability according to the present condition of the house and indicating the elements that can cause damage or destruction during the event of a natural hazard.(primary surveys).

### **6.2 Critical facilities:**

Determination of vulnerabilities of various kinds of facilities such as hospitals, clinics, telecommunication facilities, water and electricity network Govt. buildings leading to the preparation of Critical Facility Maps (CFM) at Block level. Detailed Vulnerability Assessment (DVA) as per ASCE-31 and ASCE-41 are required to be followed for

assessing the vulnerability of lifeline buildings and utilities including infrastructure. The consultants are also required to provide mitigation measures including retrofitting recommendations for critical establishments.

### **6.3 Infrastructure:**

Determination and assessment of exposure of various kind of infrastructure such as roads, bridges, dams, power projects, airports/airstrips, educational institutions, commercial centers, high rise buildings, heritage buildings, etc. (secondary data).

### **6.4 Livestock:**

Assessment of livestock exposed to drought, flood and snow storms/avalanche hazards including estimation of vulnerability of different livestock types to experience disease or death from the above hazards (secondary data).

### **6.5 Crops:**

Assessment of the scale of exposure of agriculture & horticultures crops to drought, pest attacks, hailstorms, snow storms, landslides and flood hazards. Vulnerability of various crops varieties to the above hazards, in terms of suffering losses (secondary data).

### **6.6 Industry & Power Projects:**

Assessing the extent of industry and power projects exposure to hazards; e.g. number of units, location etc. (Secondary data).

### **6.7 Social:**

Vulnerabilities of different social groups in hazard prone areas required to be assessed based upon factors like age, sex, income, ethnicity (caste, religion, language etc.), occupation, education and settlement type (rural or urban) using secondary data. Variables measuring levels of literacy, access to basic human rights, governance, social equity, public health, population density, livelihood activities, traditional values, legal systems, traditional knowledge, social networking, etc. should also be considered for assessing social patterns of vulnerability. Existing socio-economic data should be used as base information and community specific information related to vulnerability required to be collected through Participatory Capacity and Vulnerability Assessment (PCVA).The community assessment sampling survey should involve at least 0.5% of population for

state wide sample, 1% of population for district wide sample and 2% for block level sample in each strata identified as target stakeholder population.

#### **6.8 Risk Analysis:**

Risk assessment should include quantitative and qualitative information as well as understanding of risk, its physical, economic and environmental factors and consequences. The study should provide inputs on mortality and injury scenarios for cities, towns & villages located in high risk zones hazard wise including projection on potential livestock losses in identified hazard prone areas. The study will include identification of high risk areas and development of risk matrix block wise (using the secondary data.)

#### **6.9 Response scenarios:**

To identify and delineate population needing food, shelter, rescue/evacuation and first aid etc. (using secondary data)

#### **6.10 Economic projections:**

Block wise projections of financial losses and damages against different disasters; e.g. scenarios for loss to crops, industry, houses/shelter, infrastructure or facilities.

#### **6.11 High risk areas/villages:**

Based upon their location and analysis of above aspects, delineation of most vulnerable blocks and villages in the State along with risk scenario.

## **7. Transfer of Knowledge**

It is mandatory for the consultant to transfer the knowledge to the identified officers/officials/ govt. functionaries with respect to the preparation of the HVRA and its application subsequently. Two participants from each district will be identified by the DMC in consultations with the DDMA who will be trained as master trainers by the consultant in implementing the process of HVRA.

## 8. Development of Decision Support System (DSS)

The consultants are required to develop and put in place a map server for hosting the information and developing Decision Support System (DSS) for quick decision, planning and dissemination of early warning information and messages. The open source tool based system should be in position to provide user interface for addressing all facets of disaster management such as preparedness, response, recovery and mitigation, etc. The decision support software should provide features for vulnerability assessment, risk analysis and updating with changing scenarios.

## 9. Team Composition (suggested)

It is expected that the team engaged in consultancy work for mapping and analysis will be a multi-disciplinary team broadly comprising of:

- i. Seismologists and geotechnical engineers for estimating seismic ground motion and seismic hazard probability.
- ii. Hydrologist/flood engineers & experts for assessing water and meteorological related hazards and risks.
- iii. Geologist/landslide expert for providing inputs with respect to geological hazard vulnerability.
- iv. Medical doctors for health related hazard and vulnerability.
- v. Structural engineers and geotechnical engineers for assessing the vulnerability of housing and critical infrastructure.
- vi. Socio-economic experts for assessment of social and economic status and estimation of economic losses and damages.
- vii. Agriculture/horticulture and livestock expert for drought vulnerability assessment
- viii. Snow avalanche expert for assessment of avalanche hazard and GLOF vulnerability.
- ix. GIS expert for developing geo-spatial database.
- x. Disaster Management and Risk assessment expert.

## **10. In order to achieve this, the Consultants/ Institutions/ Organizations shall:**

- 10.1** Identify and access relevant data sources for conducting the assessment using materials such as historical and scientific data related to hazards, government records, hazard maps, satellite images, aerial photographs, research documents and publications etc.
- 10.2** Assemble database for various hazards in order to assess their frequency, geographical distribution and magnitude, and present them statistically and analytically.
- 10.3** Provide adequate scientific analysis in respect of causation, frequency and magnitude for each of hazards while establishing their probabilistic and deterministic estimates.
- 10.4** Conduct an assessment of physical vulnerability through primary surveys which includes housing, critical infrastructure and lifelines and essential facilities such as schools, hospitals, govt. buildings, etc. in structural terms and present their vulnerability to hazards. The towns for study include all district headquarters. All relevant physical factors should be considered including the one adopted by the BMPTC for the 'Vulnerability Atlas of India'.
- 10.5** Formulate recommendation for retrofitting of key lifeline establishment/ buildings.
- 10.6** Conduct a detailed assessment of social patterns of vulnerability, which include vulnerabilities associated with gender, weaker sections, disability, widowhood and other social handicaps. Present an economic analysis of the impact of past disasters and assess the impact of disasters in statistical and analytical terms.
- 10.7** Prepare GIS based hazard maps on 1:50,000 scales for the entire state and on a larger scale (1:10000) for 12 districts towns showing their frequency impact, severity and the area likely to be affected.
- 10.8** Represent different types of vulnerabilities on GIS maps, and prepare a composite vulnerability and potential multi hazard map for the State//District/Block/Town
- 10.9** Provide empirical/analytic basis for estimation of vulnerability functions along with outputs.
- 10.10** Prepare a digital Atlas, showing both hazards and vulnerability at all levels i.e. at State, District, Block and Town levels.
- 10.11** Provide recommendations for hazard mitigation and integrating hazard vulnerability concerns in the developmental strategy.

**10.12** Prepare a detailed technical report describing the structure and contents of Hazard Vulnerability, Risk maps including narrative on vulnerability analysis, methods and recommendation for future work. The report should also provide technical guidelines and location specific solutions.

## **11. Types of data and information required for the HVRA.**

### **11.1 Secondary Data:**

In order to assess hazard and vulnerability for multiple disasters, the following State wide data base available with various institutions can be accessed.

- i. Hazard wise inventory of disaster events, data on damage and loss available with State Revenue Department, District Administration, Block Development Officer, etc.
- ii. NRIS data based on remote sensing and GIS available with State Remote Sensing Cell Shimla, Space Applications Centre Ahmedabad, RRSC Dehradun and NRSC Hyderabad.
- iii. Land Slide Hazard Zoning Atlas of Himachal Pradesh available with NRSC Hyderabad
- iv. Hazard Vulnerability Atlas of India (Himachal) available with BMPTC, Govt. of India.
- v. Data on hydro metrological events and weather parameters available with IMD office, Shimla.
- vi. Data on geological hazard available with Geological Survey of India, Chandigarh.
- vii. Data on flood hazard available with Centre Water Commission office at Shimla.
- viii. Data on hazardous industries and Zoning Atlas available with State Pollution Control Board and CPCB Delhi.
- ix. Data base of Census Department for demographic information.
- x. Database on economic indicators and others social parameters available with Directorate of Economic & Statistics Deptt., and Planning Deptt., Govt. of Himachal Pradesh.
- xi. Human development reports available with Planning Deptt., Govt. of Himachal Pradesh.
- xii. Data base on snow glacier and glacial lakes and avalanches available with SASE Chandigarh and State Council for Science Technology & Environment Himachal Pradesh.
- xiii. Environment Master Plan and State of Environment Report available with Department of Environment and Science and Technology, Govt. of Himachal Pradesh.

- xiv. Natural resources data base available with Geo informatics center HPKV Palampur.
- xv. Water shed specific data base available with Department of Forest, Govt. of Himachal Pradesh.
- xvi. EIA Reports and DM plan prepared for major hydro Electric Projects available with HPSEB Shimla.
- xvii. Data base on epidemics, disease out breaks, endemics available with department of Health, Govt. of Himachal Pradesh.

## 11.2 Primary data to be generated as part of the study

- i. Assessment of strong ground motion parameters including PGA and PSHA of 12 towns using a grid of 200x200 meters with predicted level of ground acceleration, which would be exceeded with 10% probability in the next 10 years, 20 years and 50 years.
- ii. Exposure of housing stock & vulnerabilities of various construction types using House Sector Approach. At least 3 % of housing stock sample in each construction type should be studied by adopting level 2 procedure i.e. Simplified Vulnerability Assessment (SVA) methodology.
- iii. Community specific vulnerability to be assessed through Participatory Capacity and Vulnerability Assessment by involving appropriate level of population in each stratum identified as target stakeholder population.
- iv. Gap filling in the secondary data if essential and critical for the completion of the task

## 12. Anticipated Outputs for Hazard Vulnerability and Risk Mapping Includes:

The deliverables expected to be provided by the consultant at different stages of project implementation are as follows:

Task No.	Anticipated Deliverables	Time Period
T1	Project Inception Report.( clearly stating consultants understanding of the TOR	One month after the Award of work and start of assignment.
T2	Hazard Analysis Report	After 3 months
T3	Risk Vulnerability Report (physical &	After 6 months



	Social Exposure)	
T4	Critical facility maps & large scale digital map for 12 district headquarters towns & and 77 blocks	After 9 months
T5	5 Hard &1 Soft copies of HVRA Atlas for the entire state and 12 towns along with raw as well as output data in GIS format	After 13 months
T6	Composite final draft report by incorporating the all above interim reports.	After 18 months
T7	Final Technical report after incorporating comments of review and & evaluation committee including non-technical summaries for common user	After 21 months
T8	Decision Support System & Transfer of Knowledge though trainings	After 24 months

### 13. RFP Process:

As part of this tendering process the DMC would seek to select a prospective vendor(s) for undertaking detailed HVRA process as per the TOR as described above.

- i. Based on the evaluation and recommendation of the committee, the DMC would select one or more than one empanelled agencies for undertaking the study.
- ii. The Consultants/organizations will acquaint themselves with all the prevailing local conditions and factors which may reflect or might have bearing on the performance of the contract and /or the cost.
- iii. The consultants will have to source all required data by themselves. DMC will not take any responsibility for arranging any kind of data or information from any institution or organization is that Government or private. Bidding should not be made on any assumption whatsoever. However DMC will forward the requests from the

consultants with necessary endorsements to the concerned Departments for providing the available data to them.

- iv. It will be the sole responsibility of the bidder that all factors have properly been investigated and considered while submitting the bid proposals. No claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the DMC and neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted on account of failure of the tenderer themselves of local laws and or conditions.
- v. The DMC is the Contract Awarding Agency as relates to this RFP.
- vi. This RFP is illustrative in nature and all narrations are intended to be used by the applicant as a preliminary background explanation. This RFP does not necessarily contain all relevant information and the DMC reserves the right to amend its requirements or the information contained in this document at any time during the RFP process.
- vii. The DMC offers no warranty with regard to the information contained in this RFP and shall not be liable for any loss or damage occurring due to this RFP for any applicant, potential applicant or any other third party arising as a result of reliance on this RFP's information or any subsequent communication provided verbally or in documentary or any other form by or on behalf of DMC or any of their employees or advisor.
- viii. If the DMC decides to select an applicant for the services, at that time a detailed contract will be issued to the applicant selected. This Work Order will not be made available until the selection of a successful applicant.
- ix. The issue of this RFP does not imply that DMC is bound to select a bidder or to appoint the selected bidder. Neither the RFP document nor any other related document shall constitute a contract or agreement with DMC.
- x. If the consultant consider that it may enhance its expertise for the assignments by associating with other consultants in joint venture or consortium it may associate with other consultants. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as lead member of the joint venture or consortium.

- xi. The DMC reserves the right to disqualify any applicant who provides information which later proves to be incorrect, or which does not supply the information required by this RFP.
- xii. The submission of a response to this RFP by any applicant or potential applicant confirms the applicant or potential applicant's acceptance of all terms and conditions of this RFP.

#### **14. Instructions to Applicant**

- i. Consultants may request a clarification of any of the RFP documents before the closing date of submission of the Bid. Any request for clarification must be sent in writing or by standard electronic means to the Client. The Client will respond to the queries during the pre-proposal conference.
- ii. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- iii. The tender documents are available in electronic form from Nov. 1<sup>ST</sup> , 2011 onward. Interested Bidders can view and download tender documents. Only those bidders, who wish to submit this tender, will have to pay the Tender fee. Proposals of only those bidders who have submitted their Tender fees will be opened. Those bidders who wish to have the hard copy can download the tender document and take the print out of the same. The Tender fee is nonrefundable and will not be refunded under any circumstances.
- iv. All costs and expenses incidental to preparation of the bids, to attend discussion and conferences, if any, including pre award discussion with the successful Bidder, technical and other presentation including any demonstration, etc. shall be borne by the Bidders and DMC shall bear no liabilities whatsoever on such cost and expenses.
- v. Tender Fee in the form of demand draft must reach the office of Additional Secy. (Rev) Room No. 405 HP Secretariat Armsdale Building Shimla on or before 15 Nov. 2011. Proposals without submission of Tender Fee shall be rejected

as non-responsive.

- vi. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- vii. The response to RFP is required to address all technical requirements contained within this RFP.
- viii. Only proposals submitted strictly in accordance with the RFP Documents or as may be required by the DMC will be considered valid proposals by the DMC.
- ix. The RFP is not an empanelment Order. A separate empanelment Order will be made available after selection
- x. All information supplied by the DMC in connection with this RFP shall be treated as confidential.

## 15. Time schedule

The RFP time schedule is given below. The DMC reserves the right to vary or discontinue the process or any part thereof at its absolute discretion. It is anticipated that the mapping including data review, field work, scenario building should be completed in 24 months. The time table suggested for RFP is only tentative and DMC reserve the right to modify alter or discontinue the process or part thereof at its sole discretion.

Activity	Date
Issue of RFP Document	1 <sup>st</sup> Nov.2011 (11AM onwards)
Deadline for Proposal submission	15 <sup>th</sup> NOV.2011 till (4PM)

## 16. Submission of RFP

- i. Potential Applicant must complete and sign the Undertaking at Annexure 1
- ii. Only one original form of proposal signed by the authorized signatory in ink is required by the DMC. No typed or pencil signatures will be accepted.
- iii. Applicants are required to submit five printed hard copies of the Technical proposal and one hard copy of financial proposal electronic copy in Microsoft Word (only Technical Bid). The printed copy of the documents will be taken to be correct if there is any inconsistency between the versions.

- iv. The proposal submitted must be without any overwriting, corrections, double typing, etc.
- v. Applicant will submit their proposal in two parts. The first part will contain the Technical Proposal. The second part will contain the Financial Proposal.
- vi. The Technical Proposal along with the tender fee, if not sent separately, shall be submitted in a sealed envelope marked "Technical Proposal". The Financial Proposal should be submitted in a separate, sealed envelope marked "Financial Proposal".
- vii. The two sealed envelopes should then be submitted in one sealed envelope super scribed with the wordings "Do not open" and this envelope should be clearly marked "Request For Proposal for undertaking Hazard Vulnerability Risk Analysis (HVRA) for the State of Himachal Pradesh"
- viii. The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- ix. **The sealed envelop containing the proposals must be received in the office of the Additional Secretary Disaster Management Cell by 4.00 PM on any working day up to 15<sup>th</sup> Nov, 2011.** Envelopes/documents received after the stated time and date will be rejected.

## 17. Preparation of RFP Document

### 17.1 Technical Bid

- i. Consultants are required to submit a full Technical Proposal. The Proposal shall provide the information indicated using the attached Technical Forms (T1-T7) and Annexure 1-8.
- ii. Consultant should provide brief description of the consultant's organization past experience relevant or of similar nature to the assignment under consideration. In case of Joint Venture and Consortium the information should be given separately for each partner as per Form T1 (Annexure-2). The information should be provided only for those assignments for which the lead consultant and his associates were legally contracted by the client. Please note that the assignments completed by individual experts in their private capacity or through

other consulting firms cannot be claimed as the experience of the consultant or that of the consultant's associates. It would be mandatory for consultant to substantiate the claimed experience through documentary proof as and when demanded by the Client.

- iii. CVs of the Professional experts signed by the experts themselves should be submitted in the format as provided in T5. (Annexure-6)
- iv. The technical proposal will have the detailed concept, methodology strategy of the HVRA as per the Terms of Reference and scope of work already stated at point 4, 5 & 6 above.
- v. The Approach and methodology should be adequately detailed to reflect the understanding of the Tenderer on the requirements of the DMC
- vi. In the technical bid, the Tenderer is required to provide detail of the key personnel (who are proposed to be deployed on the Project) and clearly identify the competencies that they bring with them on the project (original consent of the key personal shall have to be produced on demand by DMC). The list of the proposed expert team by area of expertise and their tasks should be provided as per Form T6 (Annexure-7)
- vii. The tenderer is also expected to showcase their past experience in the HVRA or allied fields relevant to the assignment under consideration.

### **Forms for Technical Bid are given at T1- T7 and Annexure 1-8**

#### **17.2 Financial Bid**

- i. The Financial Proposal shall be prepared using the attached Forms F1 & F2. It shall list all costs associated with the assignment, including all tax liabilities.
- ii. The Consultant may be subjected to local taxes on amounts payable by the Client under the Contract. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws. It is the responsibility of the Consultant, before submitting Financial Proposal, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract
- iii. The financial bid will be the cost of design of approach , survey , synthesis ,data preparation and reporting in required form and format of the process of HVRA as

per the Scope of Work as laid down in the Terms of Reference and by taking into consideration the outputs proposed to be generated as part of the project/study.

- iv. Tenderer should provide all prices as per the prescribed format under this form. Tenderer should not leave any field blank. In case the field is not applicable, Tenderer must indicate "0" (Zero) in all such fields.
- v. All the prices are to be entered in Indian Rupees INE (%age values are not allowed).
- vi. DMC shall take into account all taxes, duties & levies for the purpose of evaluation.

- **The Financial Bid Summary Form are given at F1-F2 and Annexure 9-10**

## **18. Period of Validity**

Proposals must remain open for acceptance for a minimum of 90 days.

## **19. Evaluation of Proposal**

- i. Quality cum Cost Based System (QCBS) will be adopted both for evaluation of Technical and Financial bids
- ii. To meet the DMC's requirements, as spelt out in the Tender, the selected Tenderer must have the requisite experience in providing services in the relevant fields specified for the entire period of the contract.
- iii. Prior to opening the bids the Bidding agencies are required to make power point presentation on the proposed methodology and approach before the evaluation committee
- iv. Evaluation criteria proposed to be adopted will be based on the quality and superiority of the technical Bid and the credentials of the Tenderer. The evaluation would consist of following steps

**Step-1: Evaluation of Technical Bids**

**Step 2: Evaluation of Financial Bids**

**Step 3: Selection of lowest bidder**

## Step 1: Evaluation of Technical Bids

### Part 1

- In this part, the technical bid will be reviewed for compliance of the bids with the necessary technical requirements and Scope of Work of the Tender as detailed in point 4 & 5 of this document.

### Part 2

- i. In this part, the technical bid will be analyzed and evaluated by taking into consideration specific experience of the Tenderer, competence of key personnel, adequacy of the proposed approach and methodology compatible with the requirements of the DMC and prior credentials of the Tenderer Criteria and point system for the evaluation of technical proposals will be as per the following matrix:

Sr. No.	Bid Element	Total Marks	Minimum Qualification Marks
1.	<b>Bidder Services Spectrum in terms of:</b> <ul style="list-style-type: none"><li>• Approach / Methodology proposed to be followed for undertaking the process of HVRA and explained through power point presentation before a HVRA review committee.</li><li>• Adequacy of the proposed methodology and work plan in responding to TOR &amp; scope of works.</li></ul>	40	24



2	<p><b>Interventions</b></p> <ul style="list-style-type: none"> <li>Any value added service provided by the Tenderer (Specify the value added services to be provided free of cost such as follow up service, providing assistance in evaluation of implementation, capacity building, transfer of knowledge and training of staff, etc.) that the Tenderer would offer to the DMC</li> </ul>	10	5
3.	<ul style="list-style-type: none"> <li><b>Quality of CVs</b> of the experts &amp; key professional staff, their qualifications and competence for the assignment. CVs with international exposure or any international certification received, etc. would be given due weight age.</li> <li>Specific experience of the consultant relevant to the assignment.</li> </ul>	20	10
4	<ul style="list-style-type: none"> <li><b>Past Experience</b> of undertaking similar or allied jobs.</li> <li>Quality and nature of relevant experience in the field of HVRA or any specific component of job under consideration.</li> <li>Past experience of working with State Governments and with other organisations on any issues of disaster management.</li> <li>Past experience of working at national &amp; international level.</li> </ul>	30	18

- ii. Each component criterion will have Minimum Qualification Score as mentioned above.
- iii. Technical Bids receiving marks greater than or equal to the minimum qualification score in each component and greater than or equal to 60% on an aggregate basis will only be considered for opening the financial bids.
- iv. Any proposal receiving Technical score (Ts) less than the minimum criteria as specified in the matrix shall be rejected out rightly.
- v. The evaluation committee constituted by the DMC shall evaluate the technical proposal as per the criteria & point matrix given above.
- vi. Each proposal participating in the tendering process will be given scores as per the matrix and by using sub criteria to be decided by the evaluation committee. The Technical Score so obtained by each participating agency will be termed as Ts.

## **Step 2: Evaluation of Financial Bids**

- i. Immediately after the technical bids are evaluated the client shall inform the bidders about the Technical Score obtained by each one of them.
- ii. The financial bids shall be opened in the presence of the Bidders representative.
- iii. The financial bids will be evaluated using QCBS. The financial scores (Fs) for each bidder shall be computed using the following relation.

$$\mathbf{Fs = 100 \times FI/Fp}$$

Fs = Financial Score of the bidder

FI = Lowest Cost (Quoted)

Fp = Cost quoted by the bidder under consideration.

## **Step 3: Selection of lowest Bidder ( L1)**

The lowest financial bidder having highest technical competence indicated by total combined score(S) shall be declared as lowest bidder (L1) . L1 will be fixed by taking into consideration the Technical Score i.e. Ts & Financial Score i.e. Fs.

The weightage that will be given to the Technical Proposal is 0.70 and to the Financial Proposal is 0.30.

Proposals will be ranked according to their combined score using the weightage Tw given to the technical proposal & Fw to the financial proposal such that  $Fw + Tw = 1$

The combined score (s) for each tenderer will be calculated using the relation.

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

S = Total Score

Ts = Technical Score

Fs = Financial Score

Fw = Weightage of financial

Tw = Weightage to Technical Proposal

## **20. Negotiations**

Immediately after selection of lowest bidder negotiations will be held with the selected agency/ consultant or his representative having written authority to negotiate and conclude the contract.

Negotiations will include discussions on the Technical Proposal including, methodology approach or on suggestions for improving the Technical quality of TOR. Improved TOR shall become a part of contract document.

Negotiation will conclude with a review of draft contract document and on agreement each party will initial the agreed contract.

In case the negotiation fails with the L1 Agency the client shall invite the Agency/ Consultant whose proposal received the second highest score to negotiate a contract.

## **21. Award of Contract**

After completing the negotiations the Client shall award the contract to the selected consultant through a written notification and shall also inform the decision to all other consultants who have submitted proposals. The selected consultant must convey his acceptance in writing by registered letter.

## **22. Signing of the Contract**

At the same time as the DMC notifies the successful agencies/institutions, the DMC will also send a formal letter with the terms and conditions of the contract (Annexure-11) which are required to be signed by the consultant within 15 days from the date of issue of letter of award.

### **23. Security Deposit**

The successful Bidder /consultant whose tender have been accepted must furnish 5% ( five percent )of the cost of the project as security in the shape of irrevocable bank guarantee of any nationalized bank located in the state of Himachal Pradesh pledged in favor of SO (DDO) DMC Cell shimla with in 15 days of Award of contract.(Annexure-12) The consultant shall at its own cost be under obligation to get the validity of bank guarantee (in respect of performance guarantee furnished by him) extended from time to time. Non renewal of bank guarantee as stipulated herein shall not relieve the consultant of his contractual obligations.

The security deposit in the form of bank guarantee shall be released on the completion of the project as and when certified by DMC.

### **24. Right to alter the scope of work at the time of Award**

The DMC reserve the right to alter the general scope of the work at any time, by a written order given to the Tenderer.

### **25. Right to accept any Bid and to reject any or all Bids**

The DMC reserve the right to accept any bid, and to annul the Tendering process and reject any or all bids at any time prior to the award of work, without thereby incurring any liability to the affected Tenderer or any obligation to inform the affected Tenderer about the grounds for the DMCs action.

### **26. Confidentiality of the Document:**

This Tender document is a confidential document for all purposes and anything contained therein shall not be disclosed in any manner, whatsoever. The undue use by any consultant of confidential information related to RFP process may result in the rejection of its proposal.

## **27. Rejection Criteria:**

Besides non-fulfillment of conditions and terms as specified in the Tender document, bids are also liable to be rejected under the following circumstances:

- i. Bids providing false and or misleading information detected or noticed at any stage during the Tendering Process.
- ii. Incomplete bids that do not quote for the full Scope of the Work and for all components as elaborated in the bidding document.
- iii. Technical Bid containing financial details.
- iv. Bids that reveal the financial aspects / price in any form or by any reason before opening the Financial Bid.
- v. Bids in which the total lump sum price quoted by the bidder is not inclusive of all taxes, duties, fees, levies, works contract tax and other charges
- vi. Bids made through Telex/Telegraphic/Fax/Email
- vii. Bids which do not confirm unconditional validity of the bid for 60 days from the date of opening of bid
- viii. Bids where prices are not firm during the entire duration of the contract and / or quoted with any qualifications
- ix. Bids that do not confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this Tender
- x. Bids in which the Tenderer seeks to influence the process of bid evaluation, bid comparison or contract award decisions.

## **28. Composition of Review Committee to Monitor Consultant's Work**

The consultant's work will be constantly monitored and reviewed by DMC under the chairmanship of the Principal Secretary (Rev). The Review Committee shall be as decided by DMC. The Review Committee may include subject matter specialists that may be inducted to advise the Committee from time to time.

## 29. Procedures for Review of Progress, Inception, Final Draft and Final Reports

All reports and maps prepared by the consultants will be presented before the committee and should be revised to incorporate changes /suggestions given by the Review Committee before they are finally submitted / accepted by the DMC.

## 30. Payment Schedule:

Task No.	Deliverables	Payment to be released
T1	Project Inception Report	5% of the total contract amount
T2	Hazard Analysis Report	5% of the total contract amount
T3	Risk Vulnerability Report (physical & Social Exposure)	5% of the total contract amount
T4	Critical facility maps & large scale digital map for 12 district headquarter towns & and 77 blocks	5% of the total contract amount
T5	5 Hard & 1 Soft copies of HVRA Atlas for the entire state and 12 towns along with raw as well as output data in GIS format	20% of the total contract amount
T6	Composite final draft report incorporating the all above interim Reports.	20% of the total contract amount
T7	Final Technical report after incorporating comments of review evaluation team including non-technical summaries for common user	25% of the total contract amount
T8	DSS & Transfer of Knowledge through trainings	15% of the total contract amount

## 31. General

- i) Tenderer shall not make any alteration / changes in the bid after the closing time and date. Unsolicited correspondences from Tenderer will not be entertained.
- ii) If at any stage of Tendering process or during the currency of the Work, any suppression / falsification of such information is brought to the knowledge of the DMC, the DMC shall have the right to reject the bid or cancel the Work Order, as the case may be, without any compensation to the Tenderer.
- iii) The Tenderer shall deem to have complied with all clauses in the Tender under all the sections/chapters of the Bidding document, unless otherwise stated in the deviation statement. Evaluation will be carried out on the available information in the bid.
- iv) Any other point, which may arise at the time of evaluation, will be decided by the DMC for assessment of the bids.

## 32. Other Important information

- I. The DMC is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. The DMC reserves its right to accept the RFP either in full or in part. Conditional Bid will be rejected outright.
- II. The DMC reserves the right to cancel the award of contract of any agency/ consultant in case of change in the procedures or unsatisfactory services.
- III. In case the consultant fails to furnish the security deposit and sign the contract agreement as per the time period specified in section 23 or any extension thereof granted by DMC, the DMC shall have the right to rescind the contract.
- IV. In the event of any dispute, the tribunals and courts in Shimla will have the exclusive jurisdiction in respect of all matter pertaining to the agreement/ contract between the Consultant/Organization/Institute and the DMC.

**UNDERTAKING**

TO:

The Additional Secretary,  
Disaster Management Cell,  
Deptt. Of Revenue  
Govt. of Himachal Pradesh  
H.P. Secretariat Shimla.

I/We \_\_\_\_\_

Of (insert address of the agency/ institution or member of consortium or joint venture)

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Hereby submit our proposal in response to the Request for Proposal (RFP) issued by Disaster Management Cell (DMC) for carrying out Hazard Vulnerability Risk Analysis for the state of H.P. and undertake to execute and complete the services as will be required to be performed, in accordance with our proposal, the RFP requirements and as per the work order to be issued by DMC.

This RFP shall remain valid to be accepted by the DMC and shall not be withdrawn for a period of 90 days from **15<sup>th</sup> November 2011**

I/We understand that the DMC reserves the right to accept/reject any application and the selection is at their sole discretion.

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposals submitted & team of experts indicated. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_ Name and

Title of Signatory: \_\_\_\_\_ Name of

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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**CONSULTANT ORGANIZATION (s) PROFILE AND EXPERIENCE**

**Organization Profile**

[Consultant should provide *a brief description of background and organization profile for each participating agency separately.*]

**Details of Experience**

[Consultant should provide information on relevant assignments handled by the participating firm. Please ensured that the details of only those assignments be provided for which the consultant or their associate agency were legally contracted either individually or as one of the major agencies with an association for carrying out consulting task similar to the one requested under this assignment.]

Assignment name:
Country: Location within country:
Name of Consultant Client:
Address: Email:
Duration of assignment (months/Years):
Approx. value of the contract (in current INR):
Name of associated Consultants, if any:
Narrative description of Project:
Description of actual services provided by the consultant within the assignment:

Firm's Name: \_\_\_\_\_ Address and

Email:

Signature

## Bidder Service Spectrum

In this section, the Bidder should provide details of technical approach, methodology and work plan to be followed for carrying out Hazard Vulnerability Risk Analysis (HVRA). The consultant should provide details of technical proposal on the following aspects.

(1) *Technical Approach and Methodology*, (2)

*Implementation Plan*

- (a) Technical Approach and Methodology: *In this part the consultants should explain their approach, understanding of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Besides highlighting the issues being addressed and their importance the consultants are expected to explain clearly the technical approach proposed to be adopted*
- (b) Implementation Plan: *In this part the consultants must highlight the main components of the assignment, their content and duration, phasing and interrelations, milestones and delivery dates of the reports. The proposed work plan should be consistent with the concept design, approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule.*

**Value Addition Services**

The consultant must indicate any value added service proposed to be offered by the Bidder free of cost to DMC. The consultants are requested to elaborate and specify the assistance as per the following format

Name of the Service	
Cost of the Service	
Components of the Service	
Relevance to the assignment	

**TEAM COMPOSITION AND TASK ASSIGNMENTS**

Expert Deployment

*Through this annexure the consultant should elaborate the structure and composition of the expert team and the details of the task and discipline assigned to them and their responsibilities.*

Name of Expert	Organization	Area of Expertise	Task Assigned

**CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS**

1. **Name of the Organization** *[Insert name of agency proposing the staff]:* \_\_\_\_\_
2. **Name of Expert** *[Insert full name]:* \_\_\_\_\_
3. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
4. **Education** *[Indicate college / university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment]:*  
 \_\_\_\_\_  
 \_\_\_\_\_
5. **Membership of Professional Associations, if any:** \_\_\_\_\_
6. **Other Training** *[Indicate significant training since degrees under 4 - Education were obtained]:*  
 \_\_\_\_\_  
 \_\_\_\_\_
7. **Countries of Work Experience** *[List countries where expert has worked in the last fifteen / ten years]:*  
 \_\_\_\_\_
8. **Employment Record** *[Starting with present position, list in reverse order every employment held by the expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]	To [Year]	Employer	Positions Held

**9. Detailed Tasks Assigned**  
*[List all tasks to be performed under this assignment]*

**10. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**  
*[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate experts capability to handle the tasks listed under point 9]*

Name of assignment or project: \_\_\_\_\_ Year: \_\_\_\_\_  
 \_\_\_\_\_ Location: \_\_\_\_\_  
 \_\_\_\_\_ Client: \_\_\_\_\_  
 \_\_\_\_\_ Main  
 project features: \_\_\_\_\_ Positions  
 held: \_\_\_\_\_  
 Activities performed: \_\_\_\_\_



**11. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_ [Signature  
of expert] Day/Month/Year



**WORK SCHEDULE**

(Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim and final reports), and other benchmarks. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

Duration of activities shall be indicated in the form of a bar chart)

No.	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
121													

**SUMMARY OF COSTS**

Through this form the consultant must indicate the total cost of financial proposal including taxes, duties or any other charges. This figure will be taken as final for comparing the financial bids

<b>Item</b>	<b>Cost in INR</b>
Total Cost of Financial Proposal	

### BREAKDOWN OF COSTS TASK WISE

<b>Task No.</b>	<b>Deliverables</b>	<b>Amount in INR</b>
T1	Project Inception Report	
T2	Hazard Analysis Report	
T3	Risk Vulnerability Report (physical & Social Exposure)	
T4	Critical facility maps & large scale digital map for 12 district headquarter towns & and 77 blocks	
T5	5 Hard & 1 Soft copies of HVRA Atlas for the entire state and 12 towns along with raw as well as output data in GIS format	
T6	Composite final draft report by incorporating all above interim Reports.	
T7	Final Technical report after incorporating comments of review & evaluation team including non-technical summaries for common user	
T8	DSS & Transfer of Knowledge including trainings	

**Draft Only**

**FORMAT**

**CONTRACT FOR CONSULTANTS' SERVICES**

*Between*

**Disaster Management Cell (DMC)  
Department of Revenue  
Government of Himachal Pradesh**

*And*

---

[Name of the Consultant]

---

Dated:



**FORM OF CONTRACT**

This CONTRACT (hereinafter called the “Contract”) is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_, between, on the one hand, *Disaster Management Cell, Department of Revenue, Govt. of Himachal Pradesh* (hereinafter called the “Client”) and, on the other hand, \_\_\_\_\_ (hereinafter called the “Consultant”).

[**Note:** *If the Consultant consist of more than one entity, the above should be partially amended to read as follows:*  
“...(hereinafter called the “Client”) and, on the other hand, a joint venture / consortium / association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [*name of Consultant*] and [*name of Consultant*] (hereinafter called the “Consultant”).”]

**WHEREAS**

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, experts and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) Final RFP Document
- (b) The General Conditions of Contract;
- (c) The Special Conditions of Contract;
- (d) The following Appendices:

Appendix 1: Description of Services to be provided by the consultant

Appendix 2: Reporting Requirements and schedule

Appendix 3: Key Personnel and compositions of team of consultants to be deployed by the consultants

Appendix 4: Breakdown of Contract Price

Appendix 5: Form of Bank Guarantee to be paid as security.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in accordance with the provisions of the contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of DMC

---

[*Authorized Representative*]

For and on behalf of [*name of Consultant*]

---

[*Authorized Representative*]

For and on behalf of each of the Members of the Consultant

[*name of member*]

---

[*Authorized Representative*]

---

[*Authorized Representative*]

[*Note: If the Consultant consists of more than one entity, all these entities should appear as signatories*]

## II. GENERAL CONDITIONS OF CONTRACT

### 1 GENERAL PROVISIONS

#### 1.1 Contract Terminology

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- A) **“DMC”** means Disaster Management Cell of Deptt. of Revenue, Govt of Himachal Pradesh.
- B) **“Consultant”** means any private or public entity that will provide the Services to the Client under the Contract.
- C) **“Contract”** means the Contract signed by the Parties and all the attached documents.
- D) **Contract Price”** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- E) **Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- F) **GC”** means General Conditions of Contract.
- G) **“Member”** means any of the entities that make up the joint venture / consortium / association, and “Members” means all these entities.
- H) **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- I) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- J) **“Services”** means the work to be performed by the Consultant pursuant to this Contract.
- K) **“In writing”** means communicated in written form with proof of receipt.

#### 1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### 1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.



## **1.4 Notices**

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

## **1.5 Authority of Member in Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

## **1.7 Taxes & Duties**

The Consultant shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **1.8 Fraud and Corruption**

It is the Client's policy that the Consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### **1.9. Measure to be taken**

- (b) will cancel the contract if it determines at any time that representatives of the Consultants were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract;
- (c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Client-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

## **2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **2.4 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### **2.5 Force Majeure**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.1 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.2 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.3 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 by the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in GC 2.6.1(e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 7 hereof.

### **2.6.2 by the Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 7 hereof.

### **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- a) payment pursuant to Clause GC 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## **3 OBLIGATIONS OF THE CONSULTANT**

### **3.1 Security Deposit**

The total amount of Security Deposit (SD) to be obtained from the Consultant whose proposal is accepted shall be 5% (Five percent) of the total value of the contract. The Consultant shall within 15 days from the date of issue of letter accepting his proposal submit initial SD as under, for due performance of contract. SD shall be accepted only in the form of Bank Guarantee (BG) contract from any Indian Nationalized Bank. Consultant will have to pay SD valid for a period not less than 24 months required at the time of entering into agreement for the performance of the contract and same to be extended by the Consultant as and when desired by DMC Failure to pay SD and to execute the agreement within stipulated period shall invite disqualification of the Consultant for future tenders / quotations / proposals. The SD shall be refunded only after satisfactory execution of the contract and recovery of dues, if any. Any shortfall in the value of the Bank Guarantee, as a result of encashment by DMC either in full or in part, shall be made good by the Consultant within 7 (seven) days of notice by DMC to the Consultant in this behalf. Any failure by the Consultant to furnish the Bank Guarantee or to enhance the Value of the Bank Guarantee as stated above shall constitute a default by the Supplier for which DMC shall, without prejudice to any other right or remedy available to it, be entitled to terminate the Contract.

### **3.2 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client.

### **3.3 Confidentiality**

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **3.4 Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix- 3, and
- c) Any other action that may be specified in the SC.

### **3.5 Reporting Obligations**

- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix-2 hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered as soft copy in addition to the hard copies specified in said Appendix.

### **3.6 Documents Prepared by the Consultant to be the Property of the Client**

- (a) All plans, maps, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

## **4 OBLIGATIONS OF THE CLIENT**

### **4.1 Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

### **4.2 Changes in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 5.1, as the case may be.

## **5. PAYMENTS TO THE CONSULTANT**

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive costs required to carry out the Services described in Appendix-4.

### **5.1 Contract Price**

The price payable in INR is set forth in the SC.

### **5.2 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the Terms of Reference.

## **6. GOOD FAITH**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **7.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is <i>English</i> .
1.4	<p>The addresses are:</p> <p><b>Client:</b>            Additional Secretary (Rev) _____            Disaster Management Cell            Department of Revenue            Government of Himachal Pradesh</p> <p>Attention: _____</p> <p>Facsimile: _____ E-mail: _____            _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____ E-mail: _____</p>

<p><b>1.6</b></p>	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i></p>
<p><b>1.7</b></p>	<p>The Authorized Representatives are:</p> <p>For the Client: _____ For the Consultant: _____</p>
<p><b>2.2</b></p>	<p>The date for the commencement of Services is <i>[insert date]</i>.</p>
<p><b>2.3</b></p>	<p>The time period shall be: 2 Years from the commencement of services.</p>
<p><b>3.8 (b)</b></p>	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<p><b>5.1</b></p>	<p>The amount is INR <i>[insert amount]</i>.</p>



<p><b>7.2</b></p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to President, Institution of Engineers India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, President, Institution of Engineers India, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</p>
	<p>(c) If, in a dispute subject to Clause SC 7.1 one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2 <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p>

3 Miscellaneous. In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Shimla.
- (b) the *English* language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as per the applicable law.

**APPENDICES**  
**(To be added with the Contract Document)**

**Appendix 1: Description of Services to be provided by the consultant**

*Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

**Appendix 2: Reporting Requirements and schedule**

*Note: List format, frequency, and contents of reports and maps to be delivered; persons to receive them; dates of submission etc.*

**Appendix 3: Key Personnel and compositions of team of experts to be deployed by the consultants.**

*Note: Provide names, area of expertise, key responsibilities and tasks to be performed etc.*

**Appendix 4: Breakdown of Contract Price**  
(Give Total Price and Breakdown task-wise)

**Appendix 5: Form of Bank Guarantee to be paid as security.**

Form of Bank Guarantee  
For Security Deposit  
(On Non-Judicial Stamp Paper)

To

Additional Secretary (Rev)  
Disaster Management Cell  
Department of Revenue  
Government of Himachal Pradesh

WHEREAS [Name and Address of Consultant] \_\_\_\_\_ (Hereinafter called "Consultant") has undertaken, in pursuance of RFP No. 01 of 2011 dated

For "**Appointment of Consultant for Preparation of \_\_\_\_\_**" (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by an Indian Nationalized Bank as of the RFP Document for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the supplier, up to a total of [Amount of Guarantee] <sup>\*2</sup> Rupees \_\_\_\_\_ (in words) i.e. Rs. \_\_\_\_\_ (in figures) such sum being payable in the types and proportions of currencies in which the contract price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee]\*3

As aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein We here by waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which be made between you and the supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition of modification. This Guarantee is valid until the twenty four (24) months after the date of issuing the letter accepting the Proposal.

\*1- Bidders are not required to complete this form

\*2- An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the contract,.

\*3- An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the RFP.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

