

REQUEST FOR PROPOSAL

**No: 02/12/2021-DIR\_HR-OPS**

**Date: 30.08.2021**

**Request for Proposal**  
**Selection of Agency for**

**Appraisal of Standard Agreements and Contractual Documents for Projects under National Infrastructure Pipeline to Achieve Disaster Resilience Goals**

**Client: Coalition for Disaster Resilient Infrastructure (CDRI)**

**Published on: 07.09.2021**

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The CDRI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfP.

The issue of this RfP does not imply that the CDRI is bound to select an Agency or to appoint the Selected Agency, as the case maybe, for the Consultancy and the CDRI reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Agency shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the CDRI or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Agency and the CDRI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Agency in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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# SECTION 1. INTRODUCTION

## 1. Background

The Coalition for Disaster Resilient Infrastructure (CDRI) is a multi-stakeholder global partnership of national governments, UN agencies and programmes, multilateral development banks and financing mechanisms, the private sector, and academic and knowledge institutions. It aims to address the challenges of building resilience into infrastructure systems and development associated with it. The vision, mission, goal, and objectives of the CDRI are explicitly linked to the post-2015 development agendas. The Coalition will also contribute to the resilience of the global infrastructure systems in an increasingly interconnected world. The outcome of such collaboration would be aimed at building resilient economies and resilient people through cross-sector commitments at all levels towards adaptation and resilience with concrete outcomes that will bring resilience action to global scale. The global coalition is anchored by the Coalition for Disaster Resilient Infrastructure Society (CDRIS), registered under the Societies Registration Act (1860), India, in New Delhi, recognised as the CDRI Secretariat.

CDRI Website: [www.cdri.world](http://www.cdri.world).

## 2. Purpose of the Assignment

- 1.1 CDRI intends to select an agency to provide consultancy services to CDRI for “**Appraisal of Standard Agreements and Contractual Documents for Projects under National Infrastructure Pipeline to Achieve Disaster Resilience Goals**”. In this regard, CDRI invites proposals from interested and eligible agencies/firms to provide the consultancy services as detailed in this RFP.

## **SECTION 2: INSTRUCTIONS TO AGENCIES**

### **Part I Standard**

#### **1. Definitions**

- (a) “CDRI” means the organisation who has invited the bids for consultancy services and with which the selected Agency signs the Contract for the Services and to which the selected Agency shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Agency” means and includes a firm, partnership, an organization or business concern that provides a specific or specialist service in the area of Services contracted for under this Agreement.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GCC), the project Specific Conditions (SCC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Agencies used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency, Sub-Agency or Joint Venture member(s).
- (g) “Government” means the government of India
- (h) “Instructions to Agencies” (Section 2 of the RFP) means the document which provides short-listed Agencies with all information needed to prepare their proposals.
- (i) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (j) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Agency’s proposal.
- (k) “Personnel” means professionals and support staff provided by the Agency and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (l) “Proposal” means the Technical Proposal and the Financial Proposal.
- (m) “RFP” means the Request for Proposal prepared by CDRI for the selection of Agencies, based on the SRFP.
- (n) “SRFP” means the Standard Request for Proposals, which has been used by CDRI as a guide for the preparation of the RFP.
- (o) “Sub-Agencies” means an entity to whom/which the Agency subcontracts any part of

- the Services while remaining solely liable for the execution of the Contract.
- (p) “Assignment/job/services” means the work to be performed by the Agency pursuant to the Contract.
  - (q) “Terms of Reference” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of CDRI and the Agency, and expected results and deliverables of the Assignment/job.

## 2. Introduction

- 2.1 CDRI named in the Part II **Data Sheet** will select a consulting firm/organization (the Agency) in accordance with the method of selection specified in the Part II **Data Sheet**.
- 2.2 The name of the assignment/Job has been mentioned in Part II **Data Sheet**. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 4.
- 2.3 The date, time and address for submission of the proposals has been given in Part II **Data Sheet**.
- 2.4 Agencies are invited to submit their Proposal, for consulting Assignment/job named in the Part II **Data Sheet**. The Proposal will be the basis for award of contract and ultimately for a signed Contract with the selected Agency.
- 2.5 Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain further information or clarifications, a pre-bid meeting will be organized. The date and time for pre-bid meeting has been given in Part II **Data Sheet**. To obtain further information or clarifications, Agencies may refer to procedure in para 4 below.
- 2.6 CDRI will provide at no cost to the Agencies the inputs and facilities specified in the Part II **Data Sheet**, assist the Agencies in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports to the extent possible. The final responsibility for obtaining the above to complete the project lies with the Agency.
- 2.7 Agencies shall bear all costs associated with the preparation and submission of their proposals and contract finalisation. CDRI is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agencies.

## 3. Eligibility of Association of Agencies

- 3.1 If the Agency has formed an association of Agencies and applied jointly (if association/Joint Venture/consortium allowed as per **Data Sheet**), the association of Agencies shall be evaluated as a single entity as per the qualification/ eligibility criteria set forth in Part II **Data Sheet**. If any member of the association of Agencies

is dropped during or at any time after the RFP stage, such an association of Agency is liable to be rejected by CDRI or lead to the termination of the contract.

- 3.2 The lead member of the association of the Agency shall be the Agency who has been selected by CDRI and CDRI shall deal with only the lead member for the purpose of this assignment. The lead member of the association of the Agency shall be responsible and liable to CDRI for all aspects of their proposal, contract, service etc.
- 3.3 Apart from the association/consortium formed before submission of the proposal, the Agency shall not subcontract any portion of Agency's duties under this Agreement without prior written consent of CDRI.
- 3.4 In case a member of the selected association of Agencies is not able to perform their duties for some reason, any required changes to the proposed team or association of Agencies may be submitted in writing to CDRI with proper justifications for the changes, and proposed plan for replacement of roles and skills required to complete the project. CDRI, at its sole discretion, may decide whether to approve or reject the proposal, or debar the association from further evaluation, or terminate the contract, depending on the stage of the project.

#### **4. Clarification and Amendment of RFP Documents**

- 4.1 Agencies may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing by standard electronic means to CDRI's email address indicated in the Part II **Data Sheet**. The Agency may call CDRI's representative to confirm if the email has been received. CDRI will respond in writing by standard electronic means and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Agencies. Should CDRI deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.
- 4.2 At any time before the submission of Proposals, CDRI may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Agencies and will be binding on them. Agencies shall acknowledge receipt of all amendments. To give Agencies reasonable time in which to take an amendment into account in their Proposals CDRI may, if the amendment is substantial, extend the deadline for the submission of Proposals.

#### **5. Conflict of Interest**

- 5.1 CDRI requires that Agencies provide professional, objective, and impartial advice and always hold CDRI's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Agencies, shall be considered to have a conflict of interest and shall not be selected, under any of the

circumstances set forth below:

- a. **Conflicting activities:** (i) a firm that has been engaged by CDRI to provide goods, works or Assignment/job other than consulting Assignment/job for a project, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- b. **Conflicting Assignment/job:** (ii) An Agency (including its Personnel and Sub-Agencies) shall not be hired for any Assignment/job that, by its nature, may conflict with another Assignment/job of the Agency. For example, an Agency hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and an Agency assisting an CDRI in the privatization of public assets shall not purchase, nor advise purchasers of, such assets.
- c. **Conflicting relationships:** (iii) An Agency (including its Personnel and Sub-Agencies) that has a business or family relationship with a member of CDRI's staff who is directly or indirectly involved in any part of (I) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to CDRI throughout the selection process and the execution of the Contract.

5.3 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of CDRI, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if CDRI comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its Contract during execution of assignment.

5.4 No current employees of CDRI shall work as Agencies under this assignment.

## **6. Unfair Advantage**

6.1 The Agency selected for this assignment shall not be given any special preference or consideration for other projects/assignments to be taken up in the future by CDRI. The selected Agency shall also not be barred from participating in future

projects/assignments unless there is a conflict of interest as per para 5 above.

- 6.2 Fairness and transparency in the selection process require that the Agencies or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

## 7. Proposal

- 7.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 7.2 Agencies may only submit one proposal. If an Agency submits or participates in more than one proposal, such Agencies and their proposals shall be disqualified from the RFP process.
- 7.3 The CDRI permits Agencies (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.
- 7.4 Furthermore, it is the Agency's responsibility to ensure that its Experts, joint venture members, Sub-Agencies, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in this document.
- 7.5 The Agency (including the individual members of any Joint Venture, if Joint venture allowed as indicated in the **Data Sheet**) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If an Agency, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Agency, or the Agency's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

## 8. Proposal Validity

- 8.1 The Part II **Data Sheet** to Agency indicates how long Agencies' Proposals must remain valid after the submission date. During this period, Agencies shall maintain the availability of Professional staff nominated in the Proposal and keep the financial proposal unchanged. CDRI will make its best effort to award the work within this period. Should the need arise, however, CDRI may request Agencies to extend the validity period of their proposals. Agencies who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Agencies could submit new staff in replacement, who would be considered in the final evaluation for contract award. Agencies who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance CDRI shall not consider such proposal for further evaluation.

## 9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Agencies and CDRI, shall be written in English language.
- 9.2 In preparing their Proposal, Agencies 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.
- 9.3 While preparing the Technical Proposal, Agencies must give particular attention to the following:
- 9.3.1 An estimated number of Professional staff-months for the Assignment/job is as shown in the Part II **Data Sheet** (as applicable). However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Agencies.
- 9.3.2 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position mentioned.
- 9.4 **Pre-Qualification Documents (PQ):** Depending on the nature of the Assignment/job, Pre-qualification documents may need to be submitted. The documents and formats are indicated in the **Data Sheet** and Section 3 – Standard Forms.
- 9.5 **Technical Proposals:** Agencies are required to submit a Technical Proposal in Forms provided in Section-3. The **Data Sheet** indicates the relevant forms to be submitted as part of the Technical Proposal. The Technical Proposal may provide the information indicated in the following paras using the attached Standard Forms (Section 3).
- a. Form Tech – 1 in Section-3 is a letter of technical proposal which is to be submitted along with the technical proposal.
  - b. A brief description of the Agency's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the Agency and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. Information should be provided only for those Assignment/jobs for which the Agency was legally contracted as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Agency, or that of the Agency's associates, but can be claimed by the Professional staff themselves in their CVs. Agencies should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
  - c. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart, the timing proposed for

- each activity.
- d. A description of the approach and methodology are key components for preparing the technical proposal. Guidance on the content of this section of the Technical Proposals is provided under Form Tech-4 of Section 3.
  - e. The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.
  - f. Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Agencies have to work and / or provide their key staff.
  - g. CVs of the Professional staff as mentioned in the list above signed by the staff themselves or by the authorized representative of the Professional Staff (Form Tech-6 of Section 3).

9.5.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information that can be used to estimate the financial bid, may be declared non-responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The Agency shall submit their financial proposal in the form of a single figure that would indicate the total cost of the entire project including all costs associated with the project and taxes as per clause 10 below. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

9.6.1 Form FIN-2 provides the format for submission of a break-down of 'Costs' proposed by the Agency. CDRI shall not use this cost break-down for evaluation of financial bids. The purpose of this break down is for deduction of payments by CDRI in the case of non-completion of deliverable by Agency.

## **10. Taxes**

10.1 The Agency shall fully familiarize themselves about the applicability of Domestic taxes (such as: GST or any other taxes, duties, fees, levies etc.) on amounts payable by CDRI under the Contract. All such taxes must be included by the Agency in the financial proposal.

## **11. Currency**

11.1 Agencies shall express the price of their Assignment/job in Currency indicated in the **Data Sheet**.

## **12. Earnest Money Deposit (EMD)**

12.1 Earnest Money Deposit:

- i. An EMD of amount as indicated in the **Data Sheet**, in the form of Bank Transfer from any of the public sector bank or a private sector

- ii. Proposals not accompanied by EMD shall be rejected as non-responsive. Last date of submission of EMD shall be 1 day before the Bid Submission Deadline as indicated in the **Data Sheet**.
- iii. No interest shall be payable by CDRI for the sum deposited as earnest money deposit.
- iv. EMD will be liable to be forfeited if the Agency withdraws or amends, impairs or derogates from the tender in any respect within the validity periods of their tender.
- v. The EMD of the unsuccessful Agencies would be returned within one month of date of bid opening/contracting.

12.2 The EMD shall be forfeited by CDRI in the following events:

- i. If Proposal is withdrawn during the validity period or any extension agreed by the Agency thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to CDRI after opening of Proposal during the validity period or any extension thereof.
- iii. If the Agency tries to influence the evaluation process.
- iv. If the preferred bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Agency).
- v. If preferred bidder does not submit PBG and sign the agreement within the time provided by CDRI.

### **13. Performance Guarantee**

13.1 CDRI will require the selected Agency to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from the notification of award, as indicated in the **Data Sheet**.

13.2 The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of three (3) months from the last date of validity. The selected Agency shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project.

13.3 In case the selected Agency fails to submit performance guarantee within the time stipulated, CDRI at its discretion may cancel the order placed on the selected Agency without giving any notice. CDRI shall invoke the performance guarantee in case the selected Agency fails to discharge their contractual obligations during the period or CDRI incurs any loss due to Agencies negligence in carrying out the project implementation as per the agreed terms & conditions.

### **14. Submission, Receipt, and Opening of Proposal**

14.1 The original proposal, including Pre-Qualification Documents, Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agencies themselves. The person who

signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1, and FIN-1 of Section 3.

- 14.2 An authorized representative of the Agencies shall initial all pages of the original Pre-Qualification Documents, Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney (PQ1) accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
- 14.3 The procedure for submission of Bids is given in the **Data Sheet**.
- 14.4 The Proposals must be sent to the email address indicated in the **Data Sheet** and received by CDRI no later than the time and the date indicated in the **Data Sheet**, or any extension to this date. Any proposal received by CDRI after the deadline for submission shall not be opened.

## **15. Proposal Evaluation**

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Agencies should not contact CDRI on any matter related to its Technical and/or Financial Proposal. Any effort by Agencies to influence CDRI in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Agencies' Proposal.
- 15.2 CDRI has constituted a Steering Committee (SC) which will carry out the entire evaluation process.
- 15.3 **Opening and Evaluation of Technical Proposals:** SC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
- 15.4 The SC shall evaluate the Pre-Qualification Documents and Technical Proposals based on their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the **Data Sheet**. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened.
- 15.5 **Opening & evaluation of the Financial Proposals:** Financial proposals of only those firms who are technically qualified shall be opened on completion of evaluation of Technical Proposals.
- 15.6 After opening of financial proposals, system as described in **Data Sheet** shall be applied to determine the Agency who will be declared winner and be eligible for award of the contract.

## **16. Award of Contract**

- 16.1 After completing evaluations, CDRI shall issue a Letter of Intent to the selected Agency and promptly notify all other Agencies who have submitted proposals about the decision taken.
- 16.2 The Agencies will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent. Failing this, the next eligible Agency may be considered for awarding the contract.
- 16.3 The Agency is expected to commence the Assignment/job on the date and at the location specified in the **Data Sheet**.

## **17. Ownership and Confidentiality of Data and Work Products**

- 17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of CDRI's antifraud and corruption policy.
- 17.2 The ownership of the raw data collected by the Agency during the study and the deliverables including documents, maps, images, processed data, etc. will rest with CDRI. The Agency will keep the data and work products confidential and will share them only with the express permission of CDRI.
- 17.3 The information/data and the report of the study shall not be disclosed to any third party and any right for disclosure will remain with CDRI.

## **18. Geospatial data and documentation standards**

- 18.1 The project must use open-source formats and software for creation and storage of Geo-Spatial information to enable future access and reuse of data. The minimum requirements to be followed for all geospatial (GIS) data are:
  - 18.1.1 Vector data: Geospatial vector data must be delivered in ESRI Shape File format and SpatiaLite database format. Additional formats may be used with approval. Styling information should be provided in SLD format. All files must include projection parameters.
  - 18.1.2 Raster data: Geospatial raster data must be delivered in GeoTIFF. Additional formats may be used with approval. Styling information should be provided in SLD format. All files must include projection parameters.
  - 18.1.3 Metadata: Detailed documentation needs to be provided for each data set. The metadata must include description, source, contact, date, accuracy, restrictions.

A description of the attribute name and attribute values needs to be provided for vector and tabular data sets. The metadata will be delivered in an XML format following ISO 19139.

- 18.1.4 All spatial data should meet OGC <http://www.opengeospatial.org/standards>. All data should be geo referenced and projected in WGS 84 UTM zones. Metadata documentation shall be produced in an approved format compatible with the Federal Geographic Data Committee. FGDC-STD-001-1998. Content standard for digital geospatial metadata (revised June 1998). Federal Geographic Data Committee. Washington, D.C.

## PART-II DATA SHEET

S. No.	Ref. clause in Instruction to Agencies	Particulars
1	2.1	Name: Coalition for Disaster Resilient Infrastructure (CDRI)
2	2.2	Name of the Assignment: <b>“Appraisal of Standard Agreements and Contractual Documents for Projects under National Infrastructure Pipeline to Achieve Disaster Resilience Goals”</b>
3	2.5	A pre-proposal meeting will be held: Yes Via Video Conference. To attend the meeting, please email the representative below requesting a link to the meeting. <b>on (21.09.2021)</b> CDRI’s representative: Mr. Deepak Rawat, Manager, Procurement Address: 4 <sup>th</sup> & 5 <sup>th</sup> Floor, Shriram Bhartiya Kala Kendra, 1 Copernicus Marg, New Delhi 110001, India Telephone: +91-11-4044-5999 E-mail: <a href="mailto:deepak.rawat@cdri.world">deepak.rawat@cdri.world</a>
4	3.1 and 7.3	Joint Venture – Allowed
5	2.3, 12.1.ii, and 14.4	Date & time and address for submission of proposals/bids: Date: <del>08.10.2021</del> <b>15.11.2021</b> Time: 23:59:59 IST Address: Bids to be submitted via Email to <a href="mailto:tender.projects@cdri.world">tender.projects@cdri.world</a> [Please call CDRI’s representative to confirm receipt of email and attachments.]
6	2.6	Inputs from CDRI: Nil
7	7.5	Participation of Sub-Agencies, Key Experts and Non-Key Experts in more than one Proposal is permissible:  No

<b>8</b>	8.1	Proposals must remain valid 90 days after the final submission date.
<b>9</b>	4.1	Clarifications may be requested not later than the day after the Pre-bid Meeting i.e., <b>22.09.2021</b>  The address for requesting clarifications is:  E-mail: <a href="mailto:tender.projects@cdri.world">tender.projects@cdri.world</a>
<b>10</b>	9.3.1	The estimated number of professional months required for the Assignment/job is as indicated in the ToR.
<b>11</b>	7.1, 9.4, 9.5 and 9.6	As per Formats given in Section 3.  <b>Pre-qualification Documents: (PDF)</b>  1. PQ1: Power of Attorney to sign the Proposal 2. PQ2: Affidavit certifying that Agency (consulting firm)/ director(s) of consulting firm are not blacklisted 3. Registration / incorporation documents/PAN/Cancelled Cheque 4. Documents of association / consortium / joint venture 5. Year-wise annual turnover details for the last 3 financial years (from 2017-18) with supporting documents.  <b>The formats of the Technical Proposal to be submitted are: (PDF)</b>  Form Tech 1: Letter of Proposal submission Form Tech 2: Agency's organization & experience Form Tech 3: Approach & methodology Form Tech 4: Team composition Form Tech 5: Curriculum vitae Form Tech 6: Staffing Schedule Form Tech 7: Work Schedule. Form Tech 8: Declaration of Conflict of Interest  <b>The Formats to of the Financial bid to be submitted are: (PDF)</b> Form Fin 1 Form Fin 2
<b>12</b>	12	Earnest Money Deposit Amount = <b>NIL</b>
<b>13</b>	13	Performance Guarantee Amount = 5 percent of total cost of project
<b>14</b>	11.1	Agency to state the cost in Indian Rupees
<b>15</b>	14.3	Considering advisories for COVID-19, the following steps are being followed by CDRI in the tendering process:  Bids should be prepared with soft/scanned copies of all necessary documents and converted into four separate PDF files – each having different passwords. File must be named as given below. The three PDF

	<p>should be put in a single zip file and uploaded onto any cloud service and the download link should be sent to the email, by the last date, given in this <b>Data Sheet</b>.</p> <p><b>[Agency name] _Pre-Qualification</b> (PASSWORD protected file)  <b>[Agency name] _Technical Bid</b> (PASSWORD protected file)  <b>[Agency name] _Financial Bid</b> (PASSWORD protected file)</p> <p><b>EMD transfer slip:</b> Not Applicable.</p> <p><b>Pre-Qualification Documents:</b> In Prequalification documents, Agencies are required to provide scanned copies of all the document as per the instructions provided in the tender document along with scanned copies of supporting documents.</p> <p><b>Technical Bid:</b> In Technical bid, Agencies are required to provide scanned copies of all the document as per the instruction provided in the Instructions to Agency along with scanned copies of supporting documents.</p> <p><b>Financial Bid:</b> In the Financial bid, Agencies are required to provide Signed and Stamped scanned copy of their Financial proposal as per Instructions to Agency strictly according to Section 3, without any cutting or overwriting.</p> <p>Proposals will be submitted via EMAIL to the address as mentioned in the <b>Data Sheet</b> Cl. 5, with subject line: Proposal: "India_NIP_Appraisal_Project [Agency Name]".</p> <p>The email should include all four PDF files listed above as attachment. Only one email should be sent by each Agency. Multiple emails may lead to disqualification of Agency. If the file size does not allow for transmission via email, a web-link may be provided for files to be downloaded from any cloud service. The Agency may call the Contact Person mentioned in <b>Data Sheet</b> to inform CDRI of the submission and receive acknowledgement of download files, via email.</p> <p><b>PASSWORD MUST NOT TO BE SHARED ALONG WITH BID SUBMISSION.</b>  If the password is shared along with bid submission, then it may be treated as rejected.</p> <p>The <b>Passwords for Pre-Qualification Documents and Technical Bid pdf file are to be submitted on the same email id by 1200Hrs. on 1 day after final bid submission date;</b> and same may be confirmed on the phone to representative of CDRI mentioned in <b>Data Sheet</b>.</p> <p>Use Times Roman Font for sending Password to ensure readability.</p> <p>In case of failure of sending the password, or providing the incorrect password, in stipulated time and date, bid may be treated as cancelled.</p>
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		<p>Password of Financial bid will be requested after the evaluation of Technical bid. Date and time of sending password will be intimated accordingly and failure of which will result in cancellation of financial bid.</p> <p>Agencies are required to maintain record of their “Passwords” during the bidding process and provide the same only to the representative of CDRI as per this <b>Data Sheet</b>, as and when requested.</p>																								
<b>16</b>	15.4 and 15.6	<p>The Consulting firm or consortium will be selected following a Quality Cum Cost Basis (QCBS) of selection, and form of contract would be Lump-sum Performance Based Contract.</p> <p><b>Evaluation Criteria for Qualification Documents (Envelope A):</b></p> <ol style="list-style-type: none"> <li>1. Minimum Eligibility Criteria             <ol style="list-style-type: none"> <li>a. Agency should have a registered office in India and should be able to travel to Delhi for necessary coordination during the course of engagement</li> </ol> </li> <li>2. Financial Eligibility:             <ol style="list-style-type: none"> <li>a. The Agency should have a minimum average turnover of USD 600,000 (or equivalent) for the last 3 financial years. Academic and research institutions may be exempted.</li> </ol> </li> <li>3. Technical Eligibility:             <ol style="list-style-type: none"> <li>a. The Agency must have experience of at least 5 years in conducting similar studies as the present study though not necessarily in areas relating to disaster resilience with International or Central or State government and/or the private sector (Self-declaration will suffice.)</li> </ol> </li> </ol> <p>The Agencies whosoever qualify in pre-qualification, their Technical bids shall be evaluated as follows:</p> <p><b>Evaluation Criteria for Technical Bids:</b></p> <ol style="list-style-type: none"> <li>1. Table for evaluation of RFPs:</li> </ol> <table border="1"> <thead> <tr> <th>S no.</th> <th>Criteria</th> <th>Max points</th> <th>Points</th> <th>Rating Multiplier</th> <th>Final Score</th> </tr> </thead> <tbody> <tr> <td><b>1.</b></td> <td><b>Consultancy Firm’s specific experience</b></td> <td><b>20 points</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Number of completed/ongoing (&gt;50 percent completed*) Projects in disaster risk management of infrastructure. Minimum Value = INR 10,00,000/-</td> <td>5 Marks (1 Mark for each such project)</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td></td> <td>Number of completed/ongoing (&gt;50 percent completed*) projects in infrastructure planning and development support for power/rail/urban/road/bridge sectors and policy formulations, PPP, bid</td> <td>5 Marks (1 Mark for each such project)</td> <td></td> <td>1</td> <td></td> </tr> </tbody> </table>	S no.	Criteria	Max points	Points	Rating Multiplier	Final Score	<b>1.</b>	<b>Consultancy Firm’s specific experience</b>	<b>20 points</b>					Number of completed/ongoing (>50 percent completed*) Projects in disaster risk management of infrastructure. Minimum Value = INR 10,00,000/-	5 Marks (1 Mark for each such project)		1			Number of completed/ongoing (>50 percent completed*) projects in infrastructure planning and development support for power/rail/urban/road/bridge sectors and policy formulations, PPP, bid	5 Marks (1 Mark for each such project)		1	
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		process management services/PMU services Minimum Value = INR 15,00,000/-				
		Number of completed / ongoing (>50 percent completed*) projects in infrastructure project structuring – screening, appraisal, etc., for advisory services to government organisations. Minimum Value = INR 10,00,000/-	4 Marks (1 Mark for each such project)		1	
		Completed / ongoing (>50 percent completed*) projects involving multiple stakeholders in infrastructure contracting process, PPP, EPC and other modes of project procurement (Govt/private/INGO/MDB etc.)	4 Marks (1 Mark for each such project)		1	
		Number of completed / ongoing (>50 percent completed*) International Projects related to infrastructure sector (outside India)	2 Marks (1 Mark for each such project)		1	
		<i>*(Onus of providing proof of &gt;50 percent completion lies with the Agency. Decision of Core Committee shall be final.)</i>				
	<b>2.</b>	<b>Qualifications and relevant experience of Key Staff</b>	<b>40 points</b>			
		Team Leader	14		1	
		Procurement expert	6		1	
		Disaster risk and resilience expert	6		1	
		Disaster risk finance/economics expert	6		1	
		Power infrastructure advisor	2		1	
		Urban infrastructure advisor	2		1	
		Roads & Bridges infrastructure advisor	2		1	
		Rail infrastructure advisor	2		1	
	<b>3</b>	<b>Methodology</b>	<b>40 points</b>		<b>As per 3</b>	
		Understanding of ToR with theoretical rationale	10 points			

		Acceptability and detailing of methodology and work plan;	15 points																									
		Approach for project roll-out and operations	10 points																									
		Innovation and future perspective	5 points																									
		<p>2. The Qualifications and relevant experience of Key Staff will be evaluated based on the following sub-criteria:</p> <table border="1"> <thead> <tr> <th>Sub criteria</th> <th>Sub-Points (percent of max points)</th> <th>Consideration</th> </tr> </thead> <tbody> <tr> <td>Educational qualification (in field relevant to the allotted role)</td> <td>25 percent</td> <td>100 percent for PHD/ Masters 50 percent for bachelor's degree</td> </tr> <tr> <td>Professional project experience (in the required area as per ToR, page 47)</td> <td>50 percent</td> <td>Relevant projects of at least 6-month duration: 10 projects – 100 percent 8 projects – 80 percent 6 projects – 60 percent 4 projects – 40 percent 2 projects – 20 percent</td> </tr> <tr> <td>International experience</td> <td>25 percent</td> <td>5 + years – 100 percent 3 to 5 years – 75 percent 1 to 3 years – 50 percent 0 years – 0 percent</td> </tr> </tbody> </table> <p>3. The Methodology criteria will be multiplied by a Rating Multiplier to get the final score. The rating multiplier will be based on the level of responsiveness of the proposal to the requirement. The multiplier will be as follows:</p> <table border="1"> <thead> <tr> <th>Level of Responsiveness</th> <th>Rating Multiplier</th> </tr> </thead> <tbody> <tr> <td>Poor</td> <td>25 percent (0.25)</td> </tr> <tr> <td>Satisfactory</td> <td>50 percent (0.50)</td> </tr> <tr> <td>Good</td> <td>75 percent (0.75)</td> </tr> <tr> <td>Excellent</td> <td>100 percent (1.0)</td> </tr> </tbody> </table>					Sub criteria	Sub-Points (percent of max points)	Consideration	Educational qualification (in field relevant to the allotted role)	25 percent	100 percent for PHD/ Masters 50 percent for bachelor's degree	Professional project experience (in the required area as per ToR, page 47)	50 percent	Relevant projects of at least 6-month duration: 10 projects – 100 percent 8 projects – 80 percent 6 projects – 60 percent 4 projects – 40 percent 2 projects – 20 percent	International experience	25 percent	5 + years – 100 percent 3 to 5 years – 75 percent 1 to 3 years – 50 percent 0 years – 0 percent	Level of Responsiveness	Rating Multiplier	Poor	25 percent (0.25)	Satisfactory	50 percent (0.50)	Good	75 percent (0.75)	Excellent	100 percent (1.0)
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17	15.5	<p>Method of Selection:</p> <p>Agencies scoring more than 70 percent in the technical evaluation shall be considered for financial evaluation.</p> <p>75 percent weightage will be awarded for Technical Proposal and 25 percent weightage will be awarded for Financial Proposal.</p> <p>Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.</p> <p>The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata</p>																										

		<p>basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.</p> <p>The individual Agency's Financial Scores (Fn) are normalized as per the formula below:</p> <p><math>Fn = Fmin/Fb * 100</math> (rounded off to 4 decimal places) Where,  Fn = Normalized commercial score for the Agency under consideration  Fb = Absolute financial quote for the Agency under consideration  Fmin = Minimum absolute financial quote</p> <p>Formula for final evaluation:</p> <p>Composite Score (S) = <math>Ts * 0.75 + Fn * 0.25</math></p> <p>The Agency with the highest Composite Score (S) would be considered for award of contract and will be called for negotiations, if required.</p>
<b>18</b>	16.2	<p>Expected date for commencement of consulting Assignment/job is:  <b>(08.11.2021)</b></p>
<b>19</b>	16.2	<p>Location for performance assignment / job:  India</p>

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## **SECTION 3: STANDARD FORMS**

## **PQ 1: Format for Power of Attorney for Signing of Application**

### **1.1 POWER OF ATTORNEY**

We ..... (name and address of the registered office) do hereby constitute, appoint, and authorize Mr. / Ms. (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application assisting Coalition for Disaster Resilient Infrastructure to [Name of the Assignment] under CDRI's three-year work plan (the "Project"), including signing and submission of all documents and providing information / responses to CDRI , representing us in all matters before CDRI , and generally dealing with CDRI in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

*Note:*

- To be executed by the Lead Member in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

**PQ2: Format for affidavit certifying that Agency (consulting firm)/  
director(s) of consulting firm are not blacklisted**

**(On a Stamp Paper of relevant value) Affidavit**

I M/s. .... (Sole Applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on

\_\_\_\_\_.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated this .....Day of ..... , 2020

Name of the Applicant

.....

Signature of the Authorized  
Person

.....

Name of the Authorized Person

FORM TECH-1

## **LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

To: [Name and address of CDRI]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Pre-Qualification Documents, Technical Proposal, and a Financial Proposal in password protected PDFs and requisite EMD.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated firm]

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.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## FORM TECH-2

# AGENCY'S ORGANIZATION AND EXPERIENCE

### A - Agency's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also, if the Agency has formed a consortium, details of each of the member of the consortium, name of lead members etc. shall be provided]

### B - Agency's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job. In case of consortium, association of Agency, the Agency must furnish the following information for each of the consortium member separately]

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	

1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of Agencies involved in the project who will also be involved in the CDRI project, if any:	

Note: Please provide documentary evidence form the client i.e., copy of letter of award or contract or work order or completion certificate for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

## FORM TECH-3

# DESCRIPTION OF APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT/JOB

[Approach, methodology and work-plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should **explain your understanding** of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. The Agency should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by CDRI), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. The Agency should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff. This should also include the functions that would be played by proposed team members in the execution of the workplan.

**Note: Please provide details for category a, b and c separately and ensure the total (a+b+c) pages do not exceed 50 pages.**





13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. 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 staff member or authorized

Place:

representative of the staff]

[Full name of authorized representative]:

FORM TECH-6

**STAFFING SCHEDULE**

S.No.	Name of Staff	Staff input (in the form of a bar chart)						Total
		Months						
		1	2	3	4	5	6	

- 1.
- 2.
- 3.

Note:

- 1 For Key Experts the input should be indicated individually; for Non-Key Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

## FORM TECH-7

### ACTIVITY/WORK SCHEDULE

S.No.	Activity	Months (in the form of a bar chart)						Total Months
		1	2	3	4	5	6	
1.								
2.								
3.								

Note:

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft, and final reports), and other benchmarks such as CDRI approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-8

**INFORMATION REGARDING ANY CONFLICTING  
ACTIVITIES AND DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by CDRI which shall be binding on us.

Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:

FORM FIN-1

## FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of CDRI]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for Assisting Coalition for Disaster Resilient Infrastructure to [Name of the Assignment] under CDRI's three-year work plan in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our Financial Proposal is for the sum of Rs. \_\_\_\_\_/- [Insert amount(s) in words and figures]. This amount represents the total cost of the project and is inclusive of all taxes. The estimated amount of taxes is Rs. \_\_\_\_\_ [Insert amount in words and figures] which may be confirmed or adjusted, if needed.

We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., before the date indicated in Clause 8 of the Part II - Data Sheet.

Commissions and gratuities, if any, paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution if we are awarded the Contract, will be solely borne by us. CDRI is not bound to reimburse these expenses to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2

## SUMMARY OF COST PER DELIVERABLE

S. No.	Deliverables	percentage of project cost per deliverable
1		
2		
3		
4		
5		
6		
7		
8		

Note: Agency must state the proposed Costs in accordance with the **Data Sheet**

The Agency should include any other costs relevant to the Project. Taxes, if any, should be shown separately.

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## SECTION 4: TERMS OF REFERENCE (ToR)

# Appraisal of Standard Agreements and Contractual Documents for Projects under National Infrastructure Pipeline to Achieve Disaster Resilience Goals

### 1. CONTEXT

Infrastructure systems at different scales and levels of complexities weave and flow through the fabric of social and economic development across the world. Local communities depend on roads and bridges, electricity, and water supply to sustain their economies and social welfare. The national economy and urban centres depend on integrated power, telecommunications, and transport systems. Global trade is mediated through major logistical hubs such as ports and airports. Overall, increased infrastructure investment has been recognized as critical to achieving the Sustainable Development Goals (SDG).<sup>1</sup> Post Covid-19 pandemic, investments in infrastructure could also accelerate economic recovery process.

Damage to infrastructure systems tend to have catastrophic impacts on lives and livelihoods, bringing society to a standstill whilst placing a significant fiscal burden on government(s) to fund post-disaster recovery and reconstruction. In the most vulnerable regions, infrastructure-related risks coupled with expected climate impacts can lead to increased macroeconomic risks. Therefore, investing in climate and disaster resilient infrastructure is imperative to protect developmental gains and ensure well-being of the people.

India, with an aim of increasing national and local prosperity has designed the National Infrastructure Pipeline (NIP) with a total Investment of nearly INR 111 lakh crores (US\$ 1.5 trillion) during FY 2020 – 2025. The national and state governments together account for 79 percent funding of the projects, followed by 21 percent by the private sector. Most of the projects in the pipeline are directly funded by the government through Engineering Procurement Construction (EPC) and Public Private Partnership (PPP) modes. Considering the growing risks of disasters and climate change, NIP has incorporated a strategic goal of ensuring that public infrastructure is designed, constructed and maintained to adhere to resilience goals.

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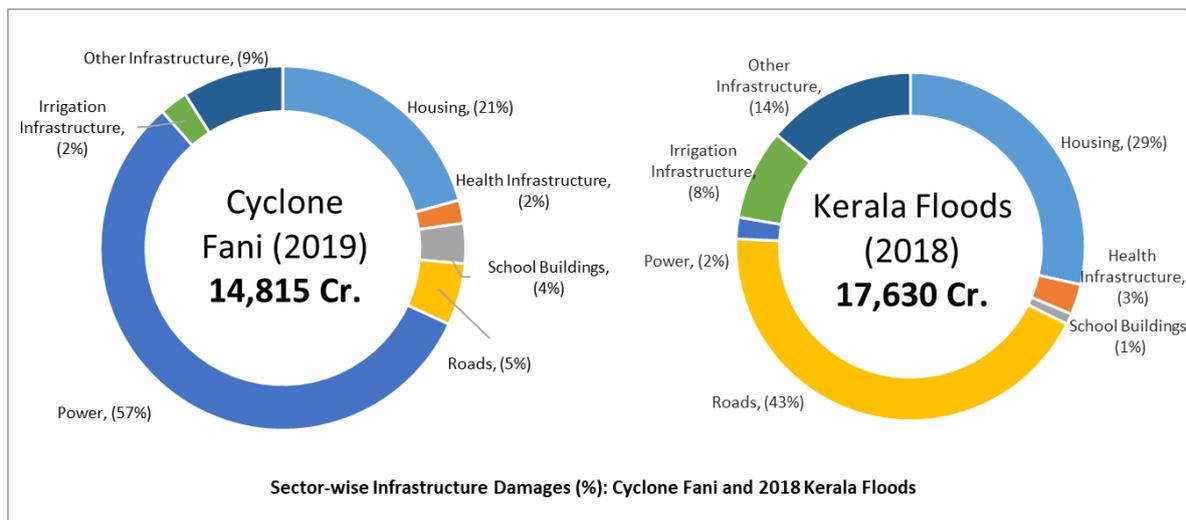
<sup>1</sup> Capital investment in infrastructure is directly related to SDG9 (Industry, innovation, and infrastructure) but also to SDG3 (Good health and wellbeing), SDG4 (Quality education), SDG6 Clean water and sanitation, SDG7 Affordable and clean energy, SDG8 Decent work and economic growth, SDG11 Sustainable cities and communities and SDG13 Climate action. Ultimately infrastructure is supportive of the 2030 Agenda for Sustainable Development as a whole.

## 2. RISK TO INFRASTRUCTURE

There has been a significant rise in the frequency and severity of natural hazard-induced disasters across the globe. Between 1980-2019, more than 50 percent of the worldwide hazardous events were recorded in Asia alone. Further, 60 percent of the total events in Asia were recorded in South Asia region. India remains one of the most disaster-hit countries of the region. The Indian landmass is exposed to a variety of natural hazards<sup>2</sup>:

- About 58.6 percent of the landmass is prone to earthquakes of moderate to very high intensity.
- Over 12 percent (40 million hectares) of landmass is prone to floods and river erosion,
- 75 percent (5,700 kms) out of the 7,516 kms long coastline is prone to cyclones and tsunamis.
- 68 percent of its cultivable area is vulnerable to droughts.
- Most hilly areas are at risk from landslides and avalanches.

The increase in the frequency and severity of many hydrometeorological hazards has been largely attributed to climate change and extreme weather patterns. This means that the past data on hydro-meteorological hazards is not necessarily an accurate guide to future events.



[Based on PDNA estimates for respective events]

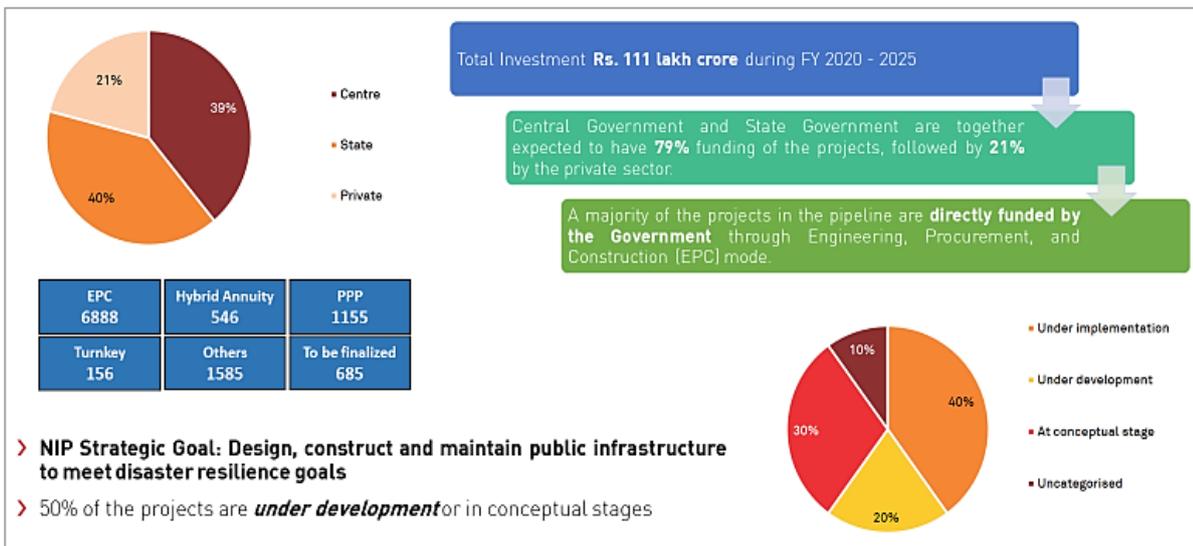
Natural hazards pose a direct threat to investment under NIP. Global damage and loss assessment data shows that up to 66 percent of total public sector losses in weather- and climate-related extreme events are related to infrastructure damage.<sup>3</sup> For instance, critical infrastructure sectors (viz., power, roads, irrigation, public buildings) accounted for nearly 50 percent of the direct

<sup>2</sup> Source: National Disaster Management Plan (2016)

<sup>3</sup> Source: CDRI's internal analysis

economic losses due to Cyclone Fani in 2019 and Kerala Floods in 2018.<sup>4</sup> Further, among the public infrastructure sectors, a large proportion of the damages are experienced in power and road sectors.

Both these sectors are at the forefront of NIP’s priorities, having 24 percent and 18 percent of NIP’s projected investments, respectively.<sup>5</sup> From these estimates, investments worth US\$619 billion to US\$1.02 trillion (INR 46 to 73 lakh crore) under the NIP may be under threat from natural hazards. These potential losses can be mitigated by investing in disaster and climate resilient infrastructure. At the current stage, 50 percent of the projects under the NIP are under-development or in conceptual stages. These projects represent an opportunity to factor in disaster and climate risks to ensure the returns expected from the completion of the full life cycle of the infrastructure investment. Disaster and climate resilient projects/assets will also be more attractive to international investors.



National Infrastructure Pipeline of India: Proposed Investments (FY 2020-2025)

### 3. CDRI’S INTERVENTION

Financing resilience and adaptation in infrastructure is one of the core action portfolios of the Coalition for Disaster Resilient Infrastructure (CDRI). The Coalition aims to encourage investments in resilient infrastructure and to make a strong economic and financial case of such investments for public and private sector, respectively. Further, the Coalition is committed to support Member Countries in developing coherent disaster risk financing (DRF) strategies to address the financing needs with respect to (re)building resilient infrastructure in both pre-disaster mitigation and post-disaster recovery and reconstruction phases.

CDRI has initiated the “Finance for Resilient Infrastructure Programme (FRIP)” that supports member countries in developing and implementing coherent risk financing strategies for (re)building resilient

<sup>4</sup> Source: Post-Disaster Need Assessment (PDNA) Reports: Cyclone Fani 2019 and Kerala Floods 2018

<sup>5</sup> Source: Report of the Task Force on NIP (Vol. 1 & 2)

infrastructure. FRIP has two pillars: (i) Financing for new and resilient infrastructure, and (ii) Financing for build-back-resilient infrastructure. The first pillar aims to enable financing in pre-disaster mitigation stages that involves mobilizing public and private investments for new and resilient infrastructure. It will leverage global knowledge and financing tools to enable the delivery of resilient and bankable infrastructure projects. The second pillar aims at financing for post-disaster recovery and reconstruction of critical infrastructure to enhance financial and economic resilience of governments against economic fiscal shocks of disasters. It will leverage pre-arranged risk financing tools such as government budgets, contingent credit from multilateral banks, and risk transfer instruments like insurance and bonds to develop a comprehensive DRF strategy.

As flagship initiatives of the Government of India, CDRI is committed to support NIP in its strategic goal to design, construct, and maintain public infrastructure to meet disaster resilience goals. CDRI aims to work with the Department of Economic Affairs (DEA), Ministry of Finance and other Line Ministries of the Government of India to support the process of enabling projects under NIP to incorporate disaster and climate resilience considerations over the entire project lifecycle starting from conceptualisation and design to operation and maintenance.

With this aim, CDRI proposes to undertake this project to appraise standard agreements and contractual documents related to infrastructure financing and implementation, to enable incorporation of resilience features and parameters into projects under NIP. This may include standardized Model Concessional Agreements (MCAs) for key Line Ministries and asset classes, standardized bidding documents, and other relevant policy documents for Public-Private Partnership (PPP) and Engineering Procurement Construction (EPC) mode of project financing and implementation. The project will provide recommendations on how these documents may be recalibrated to align with the NIP's strategic goal and operational requirements regarding disaster resilience.

CDRI aims to support the NIP to make the documents more robust by bringing together information on risk and resilience, designing-in uncertainty, adaptive designs and technical standards, and DRF. Further, the project will develop a toolkit comprising a checklist and guidance document that support Line Ministries and private sector stakeholders to incorporate disaster and climate resilience goals into standardized bidding and contractual documents for EPC/PPP model agreements. This toolkit would guide the Line Ministries to enable private sector bidders to address disaster and climate issues while developing and submitting their project proposals.

The project has been developed in consultation with the DEA and Line Ministries. CDRI would continue to engage and consult with concerned Line Ministries/Department/NITI as well as sectoral industry groups for at start of the study and also follow up on utilization and implementation of the final report recommendations.

#### **4. SCOPE OF WORK**

The present project requires an in-depth study on the following three components. The study would be based on secondary data sources and interviews and consultations with relevant key informants.

**(A). Making a Case for Resilience:** This component involves a cost-benefit analysis (CBA) of various options for improving the resilience of infrastructure to make an economic and financial case to the investors. The analysis will consider three completed/ongoing NIP projects from five infrastructure asset groups – power, roads, bridges, railways and urban infrastructure and make the economic case for investing in resilience by quantifying the benefits (avoided losses) of improved resilience.<sup>6</sup> The analysis will consider a multi-hazard context. The selection of projects for a desk-based study for CBA will be done in consultation with CDRI. This component would further aid in identifying and prioritising resilience considerations that should feature in standardized bidding documents of respective Line Ministries.

**(B). Appraisal of standard agreements and contractual documents:** This component includes an identification and appraisal of the standard templates of agreements and other contractual documents related to infrastructure financing and implementation for incorporation of resilience features and parameters into projects under NIP. This would include standardized MCAs for key Line Ministries (mainly four: Ministry of Power, Ministry of Road Transport and Highways and Ministry of Housing and Urban Affairs, Ministry of Railways) and asset classes, standardized bidding documents and other relevant policy documents for PPP and EPC mode of project financing and implementation. This component would recommend the clauses/points to be added to the various (shortlisted) standardized document and location where these points may be incorporated.

**(C). Toolkit for Infrastructure Resilience:** This component involves the development of a toolkit comprising of two documents: a checklist and a guidance document that helps to enable private sector bidders to address disaster and climate issues while developing and submitting their project proposals. The guidance document will also guide the Line Ministries to consider disaster and climate risks from the project identification and appraisal phases. This toolkit may be included by Line Ministries in their standardized application templates for projects.

## 5. KEY ACTIVITIES

Based on the above-mentioned three components, the Agency(s) will study the following aspects.

### 1. Cost-benefit analysis of investing in resilience

- 1.1. Perform literature review and identify natural hazard characteristics, infrastructure asset typology and exposure. Also, review available results from previous studies of similar nature and include a review section on the best practices in infrastructure resilience building from across the world.
- 1.2. Develop a national-level catalogue of disaster incidences/ losses for at least 15 years for critical infrastructure sectors from secondary sources (e.g., Line Ministries, etc.). Identify most vulnerable infrastructure sectors based on the analysis of loss data.

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<sup>6</sup> Only three projects coming from different sectors would be considered where a project may represent a combination of two sectors, for example, a railway bridge covers both rail infrastructure as well as a bridges. Similarly, an urban road covers both urban infrastructure and road infrastructure.

- 1.3. Conduct CBA with respect to selected three NIP projects from power, urban and road infrastructure sectors.
  - 1.3.1. Assess vulnerable components of each infrastructure type and identify appropriate retrofitting/mitigation measures.
  - 1.3.2. Develop the cost estimates of resilience interventions and conduct counterfactual analysis of with and without resilience interventions.
  - 1.3.3. Identify current and expected losses to specific infrastructure using data from the catalogue created above and project NIP investment data (among others) to serve as avoidable losses or expected benefits.
  - 1.3.4. Compute the monetary difference between costs and benefits of resilience interventions for each infrastructure type/project.
- 1.4. Draft a report, making an economic case for investing in resilience and identifying sector wise priorities for inclusion of resilience considerations.

## **2. Appraisal of policy documents on PPP and EPC mode of investing infrastructure**

- 2.1. Synthesize relevant peer-reviewed literature on specific hazards and impacts at national and sub-national levels within the five identified asset categories to support the resilience goals.
- 2.2. Take inputs from Activity 1 to demonstrate relevance of investing in resilience.
- 2.3. Identify standardized policy documents (MCAs) for selected ministries and conduct an in-depth review to identify gaps and location where clauses on resilience could be incorporated.
- 2.4. Develop specific section(s) to be included as part of the policy guidance documents on disaster resilience
- 2.5. Review and align the suggested disaster resilience interventions with national disaster risk management act (2005) and other laws, plans and policies.
- 2.6. Draft a report identifying:
  - 2.6.1. Documents to be modified
  - 2.6.2. What modifications are to be done?
  - 2.6.3. Where in the document they could appear?

## **3. Toolkit for disaster resilience of NIP projects**

- 3.1. The Toolkit will have two parts. 1. A checklist on all new considerations incorporated in various standardized documents. 2. A guidance document on how to understand and fulfil the various new requirements listed in the checklist.
  - 3.1.1. Prepare a checklist of resilience measures included in standardized bidding and contractual documents for EPC/PPP model agreements to inform potential bidders.
  - 3.1.2. Develop a guidance document for line ministries on incorporating disaster and climate risk considerations during project identification and appraisal phases.
  - 3.1.3. Develop a guidance document for potential bidders to guide them in preparing project proposals that include disaster resilience goals.
- 3.2. Draft a report section in consultation with CDRI team and present the same for internal discussion with CDRI's experts and appraisal committees.

## **4. Recommend policy options for ensuring implementation**

- 4.1. Summary of options for improving infrastructure resilience pertaining to the selected five infrastructure asset groups.

- 4.2. Recommend policy options to ensure the incorporation of suggested section(s) in the respective MCAs and other standard bidding documents.
- 4.3. Draft a report section in consultation with CDRI team and present the same for internal discussion with CDRI's experts and appraisal committees.

## 5. Disseminate the findings to relevant stakeholders

- 5.1. Identify relevant stakeholders at the national level including the private sector, to present and disseminate the recommendations and publicise the toolkit.
- 5.2. Organize workshop/seminar to disseminate the recommendations and toolkit to relevant stakeholders. Showcase application of toolkits on live projects by conducting training sessions for end users

## 6. DELIVERABLES

1. **Inception Report (1):** A preliminary report on the proposed work plan, relevant literature, and stakeholders. Further, a report describing the proposed analytical framework, data sources, and methods for the analysis, list of relevant documents and deliverables.
2. **Workshop(s) (1):** Describing the relevance of the study to relevant stakeholders along with proposed work plan to initiate the project.
3. **Report (2) on CBA:** A detailed report incorporating all the particulars on CBA under [activity no. 1](#).
4. **Report (3) on Appraisal of Documents:** A detailed report on the particulars described under [activity no. 2](#) is to be submitted.
5. **Report (4) on toolkit:** A detailed report incorporating all the particulars under [activity no. 3](#) is to be submitted.
6. **Report (5) on policy recommendation and final consolidated report:** A report on the particulars described under [activity no. 4](#) is to be prepared in consultation with relevant stakeholders and CDRI team. A final draft report is also to be shared.
7. **Workshop (2):** As per [activity no. 5](#), national level workshop is to be conducted to disseminate the findings of the study and collect inputs.

## 7. TIMELINE FOR DELIVERABLES

- Within a **total expected duration of six months** the approximated timeline for various milestones and the payment schedule is given below.
- The agencies shall be free to propose delivery milestones and corresponding payment schedule as per their understanding of the project requirements and objectives as given in the ToR. The payment schedule shall be such that the **final payment** on completion of the project and acceptance of deliverables shall constitute 30 percent of the total cost. The remaining 70 percent may be distributed reasonably over the project period and linked to specific deliverables.

- The budget and milestones should account for workshops/meetings required to achieve appropriate buy-in, consultation, and dissemination of the findings to national and state level stakeholders.

S. No.	Milestones* (deliverables as under <a href="#">point 6</a> )	Timeline	Payment Schedule (percentage amount of total to be disbursed after completion and verification of milestone)
		T <sub>0</sub> + days (number of days available for activity)	
1	Inception Report	T <sub>0</sub> + 20 days ( <b>20 days</b> )	10 percent
2	Workshop 1	T <sub>0</sub> + 25 days ( <b>5 days</b> )	0
3	Draft Report 2	T <sub>0</sub> + 65 days ( <b>45 days</b> )	0
4	Draft Report 3	T <sub>0</sub> + 115 days ( <b>45 days</b> )	20 percent
5	Draft Report 4	T <sub>0</sub> + 140 days ( <b>25 days</b> )	20 percent
6	Draft Report 5	T <sub>0</sub> + 155 days ( <b>15 days</b> )	0
7	Workshop 2	T <sub>0</sub> + 165 days ( <b>10 days</b> )	20 percent
9	Final reports (1 to 5)	T <sub>0</sub> + 180 days ( <b>15 days</b> )	30 percent

\*Milestones should be defined by agency and explained separately also. The final negotiated timeline of milestones and deliverables shall be inserted in the contract before signing.

## 7. STAFFING REQUIREMENTS

Expected input of Key Experts and requisite expertise, qualifications, and minimum experience and number of key professional staff is given in the table below. If all the required skills are not available within a firm, they are encouraged to associate with other firms. Appropriately curated consortiums are appreciated to fulfil the entire gamut of requirements.

CVs of the Key Experts will be used for evaluation of Technical Bids. Any additional CVs will not be considered for evaluation. Agencies are free to use any additional personnel (apart from the Proposed Team) as required to achieve the aims of the project. The CDRI reserves the right to seek more details regarding the qualifications and experience of the key experts.

Team Composition	Expertise	Qualifications	Minimum Years of relevant work experience
<b>Team Leader</b>	Project and/or Operations leadership experience in infrastructure development with work related to disaster risk management, government advisory, policy and planning. Experience of projects in DRM for infrastructure sectors.	100 percent for PHD / Masters	15 years
<b>Procurement expert</b>	Expertise in designing and drafting of government contract (& other legal processes) related to PPP and EPC mode of investing in infrastructure	100 percent for PHD /Masters  75 percent for bachelor's degree	10 years
<b>Disaster and climate management expert</b>	Disaster preparedness/financial preparedness/risk assessment/disaster risk reduction/ contingency planning.	100 percent for PHD /Masters  75 percent for bachelor's degree	10 years
<b>Disaster Finance / Economics expert</b>	Financial management and advisory to government, loss assessment, cost-benefit analysis, financial risk management.	100 percent for PHD /Masters  75 percent for bachelor's degree	10 years
<b>Power infrastructure Advisor</b>	Design and planning of power infrastructure/ Transmission and Distribution, operations and maintenance/ Expertise in standards, technology selection and deployment.	100 percent for PHD /Masters  75 percent for bachelor's degree	10 years
<b>Road / bridge infrastructure Advisor</b>	Design and planning of road infrastructure. Expertise in standards, technology selection and deployment.	100 percent for PHD /Masters  75 percent for bachelor's degree	10 years
<b>Rail Infrastructure Advisor</b>	Design and planning of rail infrastructure. Expertise in standards, technology selection and deployment.	100 percent for PHD /Masters  75 percent for bachelor's degree	10 years
<b>Urban infrastructure Advisor</b>	Design and planning of Urban infrastructure. Expertise in urban planning/urban economics/ infrastructure finance/ urban resilience.	100 percent for PHD /Masters  75 percent for bachelor's degree	10 years

## 9. ADDITIONAL INFORMATION

1. Please note that CDRI may facilitate the process of data collection and meetings with the requisite stakeholders. But the primary responsibility for these will lie with the Agency.
2. The CDRI will not be providing any facilities to the Agency for this project.
3. Licensing: All data procured and developed for this project will be done on behalf of the CDRI. The intent is that the data shall be licensed to allow for free use and distribution in a manner that follows the Open Database License (ODbL). The license includes the right of the CDRI (and sub-licensees) to freely use and distribute data.
4. The Agency must ensure the protection and confidentiality of information and data created according to the ToR that is considered private and/or legally protected.
5. The Agency must ensure the security of data and information in accordance with existing regulation in this area.
6. Information and data created according to the ToR should follow internationally accepted standards and practices. The methods and procedures used in producing information and data consistent with the ToR should follow prevailing scientific standards, techniques and professional ethics regarding objectivity and independence.
7. The Agency must provide documentation of the methodologies used to generate data created or produced under the ToR, including metadata for all data files.
8. All data and work products created under the ToR shall be transmitted in their entirety and in a timely manner to the Client via commonly used electronic formats appropriate to the information or data. In addition to the formats defined above, other data examples include tabular data should be transmitted in Microsoft Excel, DBF or CSV format; textual information should be transmitted in Microsoft Word or TEXT format.
9. After the inception stage the Agency shall prepare a detailed schedule and task-flow diagram, which depicts the interrelationship of various tasks in the assignment and depicts how they lead to the completion of the different tasks. The Team Leader/Project Manager of the Agency will be the principal contact and will be expected to be available during project implementation. The Agency is encouraged to appoint an additional contact person (Deputy Team Leader) who can be competently consulted on this undertaking. The Agency shall be responsible for all aspects of performance of services as set forth in the Components of this ToR.
10. The ownership of the raw data collected by the Agency during the study and the deliverables including documents, maps, images, processed data, etc. will rest with CDRI. The Agency will keep the data and work products/outcome documents confidential. Dissemination of the outputs/outcomes/reports/framework/tools will require express permission of the CDRI.
11. Any other related information specific to the study / assignment which is necessary to be furnished to all the bidders.

- a. As this study is being undertaken within the time of travel restrictions due to COVID-19, Agencies may account for all such restrictions along with legal and social restrictions in place while presenting their proposals.
- b. The Agencies are encouraged to be innovative in suggesting alternate modes of conducting the inception workshop and for disseminating the findings of the report at the end of the study in place of the Workshops, as these may not be possible in the given context.

The cost of logistics for organizing Workshops mentioned in the scope of work will vary based on the mode of conducting the workshops (online or in-person) and this will depend on the lockdown and social distancing restrictions in place at the time. Thus, the logistics costs of the workshops will be reimbursed *as on actuals basis*.

**[Note:** Logistics does not include staff time, or resource persons, or coordination. For web-based meetings, this does not include the cost of purchase of hardware or software, only services if any.]

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## **SECTION 5: Standard Form of Contract**

### **CONTRACT FOR AGENCIES' SERVICES**

**(Name of the contract/work can be written here)**

**between**

**Coalition for Disaster Resilient Infrastructure (CDRI)**

**and**

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**Dated:**

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- I. Form of Contract
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## I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_, between the Coalition for Disaster Resilient Infrastructure, with its office at 4<sup>th</sup> & 5<sup>th</sup> Floor, Bhartiya Kala Kendra, 1 Copernicus Marg, New Delhi - 110001 (hereinafter called the "CDRI"), and, a joint venture/consortium/association consisting of the following entities, namely, lead Agency \_\_\_\_\_ and its partner \_\_\_\_\_ (hereinafter collectively called the "Agency").

### WHEREAS

- (a) the Agency, having represented to the "CDRI" that he/she/it has the required qualifications professional skills, personnel, financial and technical resources, statutory authorization, has offered to provide services in response to the Request for Proposal numbered \_\_\_\_\_, titled \_\_\_\_\_ dated \_\_\_\_\_ issued by the CDRI;
- (b) the "CDRI", on basis of Agency's representations, has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract.
  - (b) The Special Conditions of Contract.
  - (c) The following Appendices:
    - Appendix A: Description of services
    - Appendix B: Reporting requirements
    - Appendix C: Staffing schedule
    - Appendix D: Cost estimates and Payment or billing schedule
    - Appendix E: Duties of CDRI
  
2. The mutual rights and obligations of the "CDRI" and the Agency shall be as set forth in the Contract, in particular:
  - (a) the Agencies shall carry out and complete the Services in accordance with the Description of Services, which is hereby incorporated in Appendix A, and is made a part of the Contract; and
  - (b) the "CDRI" shall make payments to the Agency in accordance with the provisions of the Contract.
  
3. Period of Performance for completion of work described in Description of Services begins \_\_\_\_\_ and continues through \_\_\_\_\_ unless the period of performance is extended by CDRI, as a written modification to this Contract. The Agency acknowledges that extension for period

of performance is at the sole discretion of CDRI and the Agency shall not claim it as a matter of right under any circumstances whatsoever.

4. The Agency represents that it is a duly constituted and compliant entity under Applicable Laws and the signatories to the Contract are authorised and duly constituted under Applicable Laws to execute this Contract.

Both parties acknowledge that they have read this Contract, understand it, and agree to be bound by its terms. The parties further agree that this Contract together with all the incorporated attachments, is the entire agreement between the parties and supersedes all prior agreements, written or oral, relating to the subject matter of this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as of the day and year first above written.

1. For and on behalf of the Coalition for  
Disaster Resilient Infrastructure:

On Behalf of CDRI,

CDRI, 4th & 5th Floor, Bhartiya Kala Kendra, 1 Copernicus Marg, New Delhi – 110001

In presence of (Witnesses)

(i)

(ii)

2. For and on behalf of the Lead Agency

[name of Agency]

In presence of

(Witnesses)

(i)

(ii)

[Authorized Representative]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

## II. General Conditions of Contract

### 1 GENERAL PROVISIONS

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

- (a) “Applicable Law(s)” means the laws and any other instruments having the force of law in India for the time being.
- (b) Arising IP- means all Intellectual Property and IPR that are identified or developed in the course of the present Agreement with respect to the Services contemplated herein, created for CDRI;
- (c) Background IP- means all Intellectual Property Rights, except any Arising Intellectual Property, that is developed prior to this Agreement or independent of this Agreement by either Party hereto and not in relation to this Agreement, and owned by the owning Party;
- (d) “Confidential Information”- means all information which has been designated as confidential by the Parties in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, policy, strategy, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.
- (e) “Agency” means \_\_\_\_\_. And its partner \_\_\_\_\_.
- (f) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GCC), the Special Conditions (SCC), Form of Contract, the Appendices, and any subsequent mutually signed document added to this contract .
- (g) “Day” means calendar day.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (i) “Foreign Currency” means any currency other than the currency of the “CDRI’s” country.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of India
- (l) “Intellectual Property Rights”: means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents, logo, brand names, or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined under applicable laws of India;
- (m) “Local Currency” means Indian Rupee.
- (n) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (o) “Party” means the “CDRI” or the Agency, as the case may be, and “Parties” means both of them.
- (p) “Personnel” means professionals and support staff provided by the Agencies and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of

being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GCC 5.2(a).

- (q) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (t) "Sub-Agencies" means an entity to whom/which the Agency subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) "Third Party" means any person or entity other than the "CDRI", or the Agency.
- (v) "In writing" means communicated in written form with proof of receipt.

## 1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "CDRI" and the Agency. The Agency, subject to this Contract, has complete charge of Personnel, performing the Services and shall be fully responsible and liable for the Services performed by them or on their behalf hereunder.

1.3 **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of the Republic of India.

1.4 **Headings:** The headings shall not limit, alter, or affect the meaning of this Contract.

### 1.5 Notices:

1.5.1 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 by registered post or email to such Party at the address specified in the SCC.

1.5.2 A 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 SCC.

1.6 **Location:** The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the "CDRI" may approve.

1.7 **Authority of Lead Agency:** In case the Agency consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead Agency) in the SCC to act on their behalf in exercising all the Agency's rights and obligations towards the "CDRI" under this Contract, including without limitation the receiving of instructions and payments from the "CDRI".

1.8 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "CDRI" or the Agency may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties: The Agency shall be liable to pay such direct and indirect taxes, duties, fees, and other impositions levied under the applicable laws of India.

#### 1.10 Fraud and Corruption

1.10.1 **Definitions:** It is the CDRI's policy to require that CDRI as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the CDRI 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, and includes any allegation of being involved in corrupt practice unrelated to this Contract by any Statutory or Government agency duly empowered to do so under Applicable Law;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract or having been blacklisted by any Government agency under Applicable Law;
- (iii) "collusive practices" means a scheme or arrangement between two or more Agencies, with or without the knowledge of the CDRI, designed to establish prices at artificial, non-competitive 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;

#### 1.10.2 Measures to be taken by the CDRI

- (a) The CDRI reserves the right to terminate the contract, without notice, if it determines at any time that Agency, its affiliates and/or its representatives were directly or indirectly engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the CDRI to remedy the situation after notification by the CDRI;
- (b) The CDRI may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to participate in CDRI's procurement process if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a CDRI-financed contract;
- (c) The CDRI shall also be entitled to take recourse to this clause if it comes to the knowledge of CDRI that the Agency has been involved in or alleged to be involved in any corrupt, fraudulent, collusive or coercive practises in relation to any third party transaction not related to this Contract or has been blacklisted by any Government agency or it is so alleged by any Government agency.

## 2 COMMENCEMENT, PROGRESS MONITORING, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “CDRI”’s notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SCC have been met.
- 2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services:** The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall expire at the end of such time-period after the Effective Date as specified in the SCC.
- 2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations:** (a) 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. Pursuant to Clause GCC 8.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Parties is required.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, global economic recession, embargo, emergency, earthquake, fire, explosion, storm, pandemic, epidemic, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the

conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be taken:**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) 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.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the "CDRI", shall either:
  - i. demobilize; or
  - ii. Continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 9.

**2.8 Suspension:** The "CDRI" may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including satisfactorily carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

**2.9 Termination**

**2.9.1 By the “CDRI”:** The “CDRI” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GCC 2.9.1.

- (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “CDRI” may have subsequently approved in writing.
- (b) If the Agency becomes (or, if the Agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Agency has, directly or indirectly engaged, or even attempted to engage in corrupt or fraudulent practices in competing for or in executing this Contract.
- (d) If the Agency submits to the “CDRI” a false statement or is found guilty of misrepresentation either before, during or after signing of the present contract”.
- (e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the CDRI.
- (f) If the Agency fails to provide satisfactory quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgement regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Agency to improve the quality of the services.
- (g) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If there is a Change of Control in the constitution of the Agency;
- (i) If the “CDRI”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “CDRI” shall give a not less than thirty (30) days’ written notice of termination to the Agency

**2.9.2 By the Agency:** The Agency may terminate this Contract, by not less than thirty (30) days’ written notice to the “CDRI”, in case of the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause 2.9.2.

- (a) If the “CDRI” fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GCC 9 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- (b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality and intellectual property rights set forth in

the present agreement, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 4.5 hereof, and (iv) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the "CDRI", the Agency shall proceed as provided, respectively, by Clauses GCC 4.9 or GCC 4.10 hereof.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the "CDRI" shall make the following payments to the Agency:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GCC 7.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GCC 7.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination.
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "CDRI" may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the CDRI. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause GCC 10 of this agreement. The Agency will be required to pay any such liquidated damages to client within 30 days of termination date.

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GCC 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Intellectual Property:**

3.1. The Consultant acknowledges and agrees that all Intellectual Property Rights ("IPR") in relation to Arising IP belongs to CDRI, for perpetuity, and for all territories of the world. The Consultant acknowledges that the Arising IP is a work for hire for which adequate compensation has been paid to it and all IPR in the same vests with CDRI and no one else.

3.2. Parties acknowledge the IPR in the Background IP belongs to each party who owns it prior to the Agreement and does not include Arising IP. A breach of the same shall be construed as a material breach of the Agreement and dealt with as per provisions given hereinunder and applicable laws.

3.3. Consultant agrees to promptly provide its necessary 'Background IP' to CDRI, upon CDRI's request, which is essential and required for the purpose of this Agreement. The Consultant shall give a license of use to CDRI in respect of the Background IP so requested in so far as found necessary by CDRI for the purpose of completion of this Agreement to the satisfaction of CDRI.

3.4. Neither party shall assume any rights in the Other Party's Background Intellectual Property provided for this project other than the right to use as given under clause 3.3 hereinabove.

3.5. Upon prior written permission of CDRI (upon request raised by the Consultant), the Consultant may anonymize the data which forms part of the Arising IP as contemplated in the present Agreement, which has been or will be generated as a result of the performance of the services, and to use such data to provide, manage, support and improve Consultant's services.

3.6. The Consultant agrees that during the subsistence of the present Agreement, it could come across or be handed over the material, data, etc., where the intellectual property rights in the same would be the sole property of CDRI. Consultant agrees that he shall not, directly or indirectly, use, publish, communicate, copy or in any manner whatsoever disclose said material, whole or in part, the said material, data, information belonging to CDRI, to any entity in any manner or medium whatsoever, for any reasons whatsoever.

3.7. Surrender of material which belongs to CDRI upon Termination of Agreement: Upon termination of this Agreement, Consultant shall return immediately to the CDRI all Background IP which belongs to CDRI (including all books, records, notes, data, and information relating to CDRI or its business and all other CDRI property) and will so certify in writing that it has done so, to the satisfaction of CDRI.

3.8. Moral Rights: Consultant hereby waives all moral rights relating to the Intellectual property which may be developed by it during the performance of the present contract (including any rights (a) of identification of authorship, (b) of approval, restriction, or limitation on use, and (c) to subsequent modifications.

## **4. OBLIGATIONS OF THE AGENCY**

### **4.1 General**

**4.1.1 Standard of Performance:** The Agency acknowledges and agree that it 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, observe Industry standards of sound management practices, which are in conformity with International and National Industry standards, employ appropriate latest, secure, applicable technology equipment, machinery, materials and methods.. The Agency agrees that it shall always act, in respect of all and any matters

relating to this Contract or to the Services, as faithful adviser to the “CDRI”, and shall at all times support and safeguard the “CDRI’s” interests in any dealings with Third Parties.

**4.1.2 Performance Bank Guarantee:** Agency will be required to submit performance security within 15 days of signing of contract. The amount of Performance Bank Guarantee will be \_\_\_\_\_ of the contract value and be valid for a period of \_\_\_\_\_ months. The Performance Bank Guarantee will be forfeited and encashed by CDRI in the event of breach of contract by Agency. Failure to submit Performance Bank Guarantee may result in cancellation of contract and forfeiture of EMD.

**4.2 Conflict of Interests:** The Agency agrees that it shall hold the CDRI’s interests paramount, at all given points of time, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the CDRI and seek its instructions.

**4.2.1 Agency not to benefit from Commissions, Discounts, etc.:**

(a) The payment of the Agency pursuant to Clause GCC 7 hereof shall constitute the Agency’s only payment in connection with this Contract and, subject to Clause GCC 3.2.2 hereof, the Agency shall not, directly or indirectly, accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Agency, as part of the Services, has the responsibility of advising the “CDRI” on the procurement of goods, works or services, the Agency shall comply with the CDRI’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “CDRI”. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the “CDRI”.

**4.2.2 Agency and Affiliates Not to Engage in Certain Activities:** The Agency agrees that, during the term of this Contract and after its termination, the Agency and/or any entity affiliated or associated with the Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency’s Services for the preparation or implementation of the project.

**4.2.3 Prohibition of Conflicting Activities:** The Agency shall not directly or indirectly engage, nor shall cause their Personnel as well as their Affiliates to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to Agency under this Contract.

**4.3 Confidentiality:** During the course of this contract, it is likely that the Agency might come into contact with CDRI ‘confidential information’. Such confidential information may include, without limitation: (i) daily business and financial information of CDRI, (ii) business methods and practices, (iii) technology and technological strategies, (iv) marketing strategies (v) CDRI policies and (vi) other such information CDRI deems as “Confidential Information”. The Agency with its signature below,

agrees to keep in strict confidence all 'non-public' information so long as it remains non-public, except to the extent disclosure is required by law, requested by any governmental or regulatory agency or body. The Agencies agree not to use or allow the use of 'confidential information' disclosed to them for their own benefit, or for the benefit of any party with which the Agency or the Company is affiliated. If this agreement is terminated, the Agency shall promptly return to the other party all documents, contracts, records, or other information received by it that disclose or embody confidential information of the other party.

**4.4 Insurance to be Taken out by the Agency:** The Agency (i) shall take out and maintain, and shall cause any Associates and Affiliates to take out and maintain insurance, at their own cost but on terms and conditions approved by the "CDRI", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "CDRI"'s request, shall provide evidence to the "CDRI" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**4.5 Accounting, Inspection and Auditing:** The Agency (i) shall keep accurate and systematic accounts, records and working files in respect of the Services hereunder, in accordance with Internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "CDRI" or its designated representative and/or the CDRI, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "CDRI" or the CDRI, if so required by the "CDRI" or the CDRI as the case may be.

Any audit shall be subject to the following:

- i. the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice
- ii. the auditors or the representatives of CDRI for the audit shall not be the Agency's competitors.
- iii. the audit shall not be conducted more than once in a calendar year and twice in entirety
- iv. any findings during the audit, shall be shared with the Agency and be discussed and agreed mutually with CDRI and the Agency for its closure.

**4.6 Agency's Actions Requiring "CDRI"'s Prior Approval:** The Agency agrees to obtain the "CDRI"'s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.

**4.7 Reporting Obligations:** The Agency shall submit to the "CDRI" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in

the said Appendix. Final reports shall be delivered in Pen Drive in addition to the hard copies specified in said Appendix.

**4.8 Documents Prepared by the Agency to be the Property of the “CDRI”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency, for the “CDRI” under this Contract shall become and remain the property of the “CDRI” and shall be the Intellectual Property of the CDRI. The Agency shall, not later than upon termination or expiration of this Contract, deliver all the aforesaid material, software, documents to the “CDRI”, together with a detailed inventory thereof, in a manner as desired by CDRI.

**4.9 Equipment, Vehicles and Materials Furnished by the “CDRI”:** Equipment, vehicles and materials made available to the Agency by the “CDRI”, or purchased by the Agency wholly or partly with funds provided by the “CDRI”, shall be the property of the “CDRI” and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the “CDRI” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “CDRI”'s instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the “CDRI” in writing, shall insure them at the expense of the “CDRI” in an amount equal to their full replacement value.

**4.10 Equipment and Materials Provided by the Agencies:** Equipment or materials brought into the Government’s country by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

## **5 AGENCIES’ PERSONNEL**

**5.1 General:** The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **5.2 Description of Personnel:**

(a) The title, agreed job description, minimum qualification, and estimated period of engagement in the carrying out of the Services of each of the Agency’s Key Personnel are as per the Agency’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “CDRI”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 4.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Agency by written notice to the “CDRI”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10 percent or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 7.1(b) of this Contract. Any other such adjustments shall only be made with the “CDRI”'s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “CDRI” and the Agency. In case where payments under this

Contract exceed the ceilings set forth in Clause GCC 7.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**5.3 Approval of Personnel:** The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the “CDRI”. The Agency is free to use any additional personnel (in addition to the Key Personnel) as required to achieve the aims of the project.

**5.4 Removal and/or Replacement of Personnel:**

- (a) Except as the “CDRI” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications, within a period of no more than 10 days.
- (b) If the “CDRI” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the “CDRI”’s written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “CDRI”.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Agencies may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “CDRI”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replaced person. Also (i) the Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**5.5 Resident Project Manager:** not required.

**6 OBLIGATIONS OF THE “CDRI”**

**6.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the “CDRI” shall use its best efforts to:

- (a) Coordinate with officials and other stakeholders to facilitate the project.
- (b) facilitate the process of data collection and meetings with the requisite stakeholders. But the primary responsibility for these will lie with the Agency.

**6.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration otherwise payable to the Agency under this Contract shall be

increased or decreased accordingly by written agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 7.1(b).

**6.3 Services, Facilities and Property of the “CDRI”:** (a) The “CDRI” shall make available to the Agency and its Personnel, for the purposes of the Services and free of any charge, the assistance as mentioned in GCC 6.1 above. (b) In case that such services, facilities and property shall not be made available to the Agency, the Parties may agree on any time extension that it may be appropriate to grant to the Agency for the performance of the Services.

**6.4 Payment:** In consideration of the Services performed by the Agency under this Contract, the “CDRI” shall make to the Agency such payments and in such manner as is provided by Clause GCC 7 of this Contract.

## **7 PAYMENTS TO THE AGENCY**

### **7.1 Total Cost of the Services**

- (a) The total cost of the Services payable is set forth in Appendix D as per the Agency’s proposal to the CDRI.
- (b) Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 7.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- (c) Notwithstanding Clause GCC 7.1(b) hereof, if pursuant to any of the Clauses GCC 5.2(c) or 6.2 hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 7.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 7.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments through a written agreement only.

**7.2 Currency of Payment:** All payments shall be made in Indian Rupee after deductions mandated under Applicable Law.

**7.3 Terms of Payment** The payments in respect of the Services shall be made as follows:

- (a) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage (payment schedule) as per SCC 13.
- (b) Once a milestone is completed, the Agency shall submit the requisite deliverables as specified in this Contract. The CDRI shall release the requisite payment upon acceptance of the deliverables. However, if the CDRI fails to intimate acceptance of the deliverables or its

objections thereto, within 30 days of receipt of it, the CDRI shall release the payment to the Agency without further delay.

- (c) **Final Payment:** The final payment as specified in SC 13 shall be made only after the final reports and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the "CDRI". The Services shall be deemed completed and finally accepted by the "CDRI" and the final report and final statement shall be deemed approved by the "CDRI" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "CDRI" unless the "CDRI", within such ninety (90) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "CDRI" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the "CDRI" within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the "CDRI" for reimbursement must be made within twelve (12) calendar months after receipt by the "CDRI" of a final report and a final statement approved by the "CDRI" in accordance with the above.
- (d) For the purpose of payment under Clause 7.3 (b) above, acceptance means; acceptance of the deliverables by the CDRI after submission by the Agency and the Agency has made presentation to the CMC / CDRI with / without modifications to be communicated in writing by the CDRI to the Agency.
- (e) If the deliverables submitted by the Agency are not acceptable to the CDRI / CMC, reasons for such non-acceptance should be recorded in writing; the CDRI shall not release the payment due to the Agency. This is without prejudicing the CDRI's right to levy any liquidated damages under Clause GCC 10. In such case, the payment will be released to the Agency only after it re-submits the deliverable, and which is accepted by the CDRI.
- (f) All payments under this Contract shall be made to the accounts of the Agency specified in the SCC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by the CDRI to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of the CDRI communicated to the Agency.
- (h) In case of early termination of the contract, the payment shall be made to the Agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## 8 FAIRNESS AND GOOD FAITH

**8.1 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.

**8.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 9 hereof.

## **9 SETTLEMENT OF DISPUTES**

**9.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 9.2 shall become applicable.

**9.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the CDRI and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Amendment Act, 2019 as may be amended from time to time. Such disputes shall be referred to a sole Arbitrator mutually amended by the Parties. In case of failure of the appointment of the Sole arbitrator, the matter will be decided in accordance with the provisions of the Arbitration Act 2019.

**9.3** Arbitration proceedings shall be held in India at the place indicated in SCC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**9.4** The decision of the sole arbitrator shall be final and binding upon both parties. The fees and expenses of the Arbitrator as determined by the arbitrator shall be shared equally by the CDRI and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

**9.5** The Courts of New Delhi, India shall have exclusive jurisdiction in all disputes and differences arising out of or in relation to this Contract and these dispute and arbitration clauses will survive the termination of this contract.

## **10 Liquidated Damages**

10.1 The parties hereby agree that due to negligence of the Agency, if the CDRI suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

10.2 The amount of liquidated damages under this Contract shall not exceed 10 percent of the total value of the contract as specified in Appendix D. The overall liability under the engagement not to exceed the fees paid to Agency hereunder without any exceptions. Also, the Agency shall not be liable for indirect/consequential losses of any nature whatsoever.

10.3 The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule as specified in SCC 13, the Agency shall be liable to pay 1 percent of the total cost of the Services for delay of each week or part thereof.
- (b) If the deliverables are not acceptable to the CDRI as mentioned in GCC Clause 7.3 (f), and defects are not rectified to the satisfaction of the CDRI within 30 days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to 1 percent of total cost of the Services for every week or part thereof for the delay.

#### **11 Miscellaneous provisions:**

- (i) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (ii) The Agency shall notify the CDRI of any material change in their status where such change would impact on performance of obligations under this Contract.
- (iii) Each member/constituent of the Contractor/Agency, in case of a Joint Venture, shall be jointly and severally liable to and responsible for all obligations towards the CDRI for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (iv) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the CDRI.

#### **12. INDEMNIFICATION:**

12.1 The Agency shall always indemnify and keep indemnified the CDRI against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

12.2 The Agency shall at all times indemnify and keep indemnified the CDRI/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

- 12.3 The Agency shall at all times indemnify and keep indemnified the CDRI against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like. This clause shall not be construed by the Agency as permitting sub-contracting of the Services or authorising the Agency to appoint a Sub-Agency for rendering part of the Services under this Contract. It is made expressly clear that the Services to be rendered under this Contract shall not be sub-contracted by the Agency.
- 12.4 All claims regarding indemnity shall survive the termination or expiry of the Contract.

**III. Special Conditions of Contract:**

SC Clause	Ref. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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1.	1.5	The addresses are:
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1.	“CDRI”: CDRI, 4th & 5th Floor, Bhartiya Kala Kendra, 1 Copernicus Marg, New Delhi – 110001
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Attention: Megha Punia

2.	Agency: _____
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\_\_\_\_\_  
\_\_\_\_\_

2.	1.7	[Lead Agency]
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3.	1.8	The Authorized Representatives are:
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For the “CDRI”: Megha Punia, Dy. Dir (HR & Admin)

For the Agency: \_\_\_\_\_

4.	2.1	The contract shall come into effect after fulfilment of the following conditions: 1. Contract is signed by both parties; 2. Submission of Performance Guarantee by Agency; 3. Approval of CDRI in writing.
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5. 2.2 The time period shall be [45 days].
6. 2.3 The time period shall be [15 days].
7. 2.4 The time period shall be [Twelve months].
8. 3.4 Limitation of the Agencies' Liability towards the "CDRI". the Agencies liability under the Contract shall be in accordance with the GCC
9. 3.5 The risks and the insurance coverage shall be as follows:
- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Agency or its Personnel, with a minimum coverage as per applicable laws of India;
  - (b) Third Party liability insurance, with a minimum coverage as per applicable laws of India;
  - (c) Professional liability insurance to cover the CDRI against any loss suffered by the CDRI due to the professional service provided by the Agency, with a minimum coverage of as per applicable laws;
  - (d) Workers' compensation insurance in respect of the Personnel of the Agency, in accordance with the relevant provisions of the applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
  - (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract,(ii) the Agency's property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services, by theft, fire, or any natural calamity.
- 10 5.5 Resident project manager = No
11. 6.1 Only as specified in GCC.
12. 7.1 (b) The Contract price is: \_\_\_\_\_ [*insert amount and currency for each currency as applicable*] [*indicate: inclusive or exclusive*] of local indirect taxes.
- Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Agency shall *is included* by the Agency.
- The amount of such taxes is \_\_\_\_\_ [*insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Agency in Form FIN-1 of the Agency's Financial Proposal.*
13. 6.3

- Payment will be made based on milestones indicated for each activity as below:

<b>S. No.</b>	<b>Milestone</b>	<b>Timeline T<sub>0</sub> + days (number of days available for activity)</b>	<b>percent amount of total to be disbursed after completion and verification of milestone</b>	<b>Absolute amounts to be disbursed after completion and verification of milestone</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				

2. Timeline for Invoice processing: within 30 days of acceptance of deliverables and invoice.

14. 8.3 The Arbitration proceedings shall take place in New Delhi, India.

Binding signature of CDRI Signed by Megha Punia, Dy. Dir (HR& Admin), Coalition for Disaster Resilient Infrastructure

Binding signature of Agency Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_)

#### IV. Appendices

**APPENDIX A – DESCRIPTION OF SERVICES**

**APPENDIX B - REPORTING REQUIREMENTS**

**APPENDIX C – STAFFING SCHEDULE**

**APPENDIX D – Total COST OF SERVICES and Schedule of Payments**

The Total Cost of Services shall be Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

**APPENDIX E - DUTIES OF THE “CDRI”**

The CDRI would not be providing any facilities to the Agency for this project apart from those mentioned in clause 6.1 of GCC in this contract.

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