

**----- Municipal Corporation**

**Request For Proposal**

*for*

**PREPARATION OF FIRE HAZARD RESPONSE  
AND MITIGATION PLAN FOR  
----- MUNICIPAL CORPORATION**

-----

**RFP Reference Number: -----**

**Issued By**

**----- Municipal Corporation**

**----- address & contact details-----**

**Price of RFP Document: **Rs. 1,000****

## **Letter of Invitation**

Reference No.: -----

To

The Eligible Consulting Organisations

The Fire Services Department of ----- Municipal Corporation is currently seeking proposals from qualified consultants to develop a Fire Hazard Response and Mitigation Plan that meets the requirements under National Disaster Management Policy 2007 (3.2.9).

The purpose of the Plan is to demonstrate the Municipal Corporation's commitment to reduce risks from Fire hazards, serving as a guide for decision-makers as they commit resources to reduce the effects of fire hazards. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

The Fire Services Department of ----- Municipal Corporation seeks consultancy services for the preparation of a Fire Hazard Response and Mitigation Plan that meets the necessary requirements of and is approved by the concerned Municipalities/Corporation, DDMA and MIDC.

The City has received a Subgrant approval for the preparation of a Fire Hazard Response and Mitigation Plan.

You are requested to read the RFP document carefully and submit the proposal as per the formats / instructions given on or before -----.

Yours sincerely,

<Officer Name>

<Officer Designation>

< ----- Municipal Corporation>

## **I] Introduction**

### **Background**

The National Disaster Mitigation Act of 2005 calls for and National Disaster Management Policy 2007 (3.2.9) require that Local Bodies (i.e. PRIs, Municipalities, District and Cantonment Boards, Town planning Authorities) which control and manage civic services will ensure capacity building of their officers and employees for managing disasters, carry out relief, rehabilitation and reconstruction activities in the affected areas and will prepare Disaster Management Plans in consonance with the guidelines of the NDMA, SDMA and DDMA.

Taking cognizance of dismal status of the Fire Services in the country, the 13<sup>th</sup> Finance Commission recommended that *a portion of the grants allocated to **Urban Local Bodies (ULBs)** may be used* to revamp the fire services within their jurisdiction (Para 10.172). The ULBs may extend financial support to state fire services department in this effort. All Municipal Corporations with a population of more than one million (2001 Census) **must put in place a fire hazard response and mitigation plan** for their respective jurisdictions. They should publish the plans in the state Gazette as a measure of compliance. This is a mandatory recommendation and is one of the nine conditions stipulated by the commission. The state governments can access funds under performance Grant if they comply with the nine conditions.

The Commission has also noted that cities can draw expertise from the state level agencies as well as the National Disaster Management Authority in revamping and strengthening the fire service and in preparing and implementing fire hazard response and mitigation plan.

To operationalize the Commission's recommendation to prepare fire hazard plans in all million plus cities, the state governments have entrusted this responsibilities to the cities themselves. The Municipalities and Municipal Corporations of the cities are required to prepare a multi-hazard plan including the Fire hazard response and mitigation plan for the areas within the city jurisdiction as per guidelines issued by NDMA, SDMA, DDMA.

Against this backdrop, Urban Development Department of Govt of Maharashtra intends that Fire Services under each city Municipal Corporation / Corporations to adopt a Multi-Hazard Mitigation Plan reviewed by the District Disaster Management Authority and approved by the State Disaster Management Authority as a prerequisite to receive ULBs funding. The objective of the Fire services plan will be to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters including the Fires.

Currently the ----- Municipal Corporation Fire Services does not have a Fire Hazard Response and Mitigation Plan; however, ----- Municipal Corporation **would be receiving**

**Government** funding to develop a Fire Hazard response and Mitigation Plan for the -----  
Municipal Corporation.

**Project Overview**

The purpose of the ----- Municipal Corporation Fire Service’s “Fire Hazard Response and Mitigation Plan” (referred to as the “Plan”) would be required to conform to the guidelines issued by NDMA/SDMA and meets the requirements and approval of MIDC and SDMA, so as to ensure that the ----- Municipal Corporation Fire Services continue to keep our citizens safe and remain eligible for future hazard mitigation funding.

Fire Chief’s office will be the administrative agency for the preparation of the Plan, on behalf of the **State Planning Committee**. As such, management of and contract administration for the Plan is the responsibility of the Fire Chief.

As this Plan will be partially grant funded and partially funded by in-kind resources from the..... City Municipal Fire Services, the selected consultant is expected to provide documentation and regular invoicing of time spent developing the Plan and to adhere to a strict budget. To ensure that development of the Plan is consistent with the budget provided, staff from the Fire Chief’s Office will meet periodically with the consultant and with the **State Planning Committee** members to monitor the expenditure of funds and progress of work. With the submission of the final draft the consultant shall provide all documentation of time spent developing the Plan.

## **II] Instructions to Bidders**

### **1. Eligibility Criteria**

The bidder need to meet the following eligibility criteria for the bidding purpose :

- a) The bidder should be a company registered under Companies Act 1956 and should be in the field of Consulting for the last 5 years.
- b) The Bidder's annual turnover in India should be at least **Rs. 50 Crores per year** in last 3 years from consultancy business including Preparation of Project Reports / Project Plans / Project Management. Bidder should have made profits in last 2 financial years.
- c) The Bidder's company shall have atleast 50 permanent consultants working for Government consultancy projects.
- d) The bidder should have been awarded and successfully completed minimum of 5 Government Consultancy projects of more than Rs. 25 lakhs (consultancy component value)
- e) The bidder should have extended consultancy for minimum 2 projects in the domain of Fire Services or Disaster Management in last three years.
- f) The bidder shall have prominent presence in Maharashtra, including an office in Maharashtra
- g) Consortium / Joint venture or Sub contracting is not allowed.

### **2. RFP Document**

**This RFP Document is non-transferable.** Only the bidder who have purchased this document are eligible to submit a bid in response to the RFP. In case the RFP is published on the website, the fees can be paid along with the technical bid.

Response to the RFP is to be submitted as per enclosed format only. Attach the certificates, brochures & other supporting documents as documentary evidence for any details that has been asked for in the RFP document.

### **3. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and -  
----- Municipal Corporation shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **4. Bid Process**

#### **4.1 Two Bid System**

Offers (Technical & commercial) must be submitted in two **separate sealed envelopes**. These two sealed envelopes containing the Technical and Commercial offer should be

together enclosed in a **larger envelope** duly sealed and marked must be submitted giving full particulars at the following addresses **on or before --.00 Hrs on --/--/2010**

The overall timelines for this bid process is given below

|                                  |   |
|----------------------------------|---|
| <b>Submission of Bid</b>         | <b>By --.00 Hrs on --/--/2010</b>   |
| <b>Opening of Technical Bid</b>  | <b>At --.00 Hrs on --/--/2010</b>   |
| <b>Opening of Commercial Bid</b> | <b>Will be notified to technically qualified bidders at a later date.</b> |

All envelopes should be securely sealed and must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)
- RFP Reference Number
- Due Date
- Name of Vendor

**ENVELOPE-I (Technical Offer):**

This document should contain the detailed technical proposal as specified in the RFP document. Please note that the evaluation would be techno-commercial and thus it is expected that the bidders put forward all the related information in this document to allow the Tender Evaluation Committee to arrive at the technical scoring for the bid, **This Envelope should not contain any price information.** Failure to comply with this criterion would lead to rejection of the bid submitted by the bidder.

**ENVELOPE-II (Commercial Offer):**

The Commercial Offer should contain all relevant price information and should not contradict the Technical Offer in any manner. The Commercial Offer should be in the format specified in **Annexure V.**

**5. Amendment of RFP Document**

The interested bidders should submit their queries (if any) in writing to <Officer Designation>, ----- Municipal Corporation atleast by --/--/2010. At any time before the deadline for submission of bids, Commissioner, ----- Municipal Corporation, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by amending, modifying and/or supplementing the same.

All prospective Bidders who have purchased this RFP Document shall be notified of any amendments in writing by e-mail and / or post, and all such amendments shall be binding on them without any further act or deed on the part of Commissioner, ----- Municipal Corporation.

In the event of any amendment or otherwise, Commissioner, ----- Municipal Corporation reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

## **6. Purchase of the RFP Document**

The RFP Document can be purchased by Cash / DD at the ----- Municipal Corporation. The RFP Document fee can be also paid along with the submission of the tender in the form of crossed Demand Draft drawn in favour of "Commissioner, ----- Municipal Corporation", payable at -----, Maharashtra.

## **7. Qualification Criteria**

Prior to the detailed evaluation of the Technical Bids, Commissioner, ----- Municipal Corporation shall determine whether each bid is (a) complete, (b) is accompanied by the required information and documents and (c) is substantially responsive to the requirements set forth in the RFP document.

The bidder needs to meet the minimum eligibility criteria as defined in **Sec II, Sr. No. 1**. The bidders need to submit proofs of various experiences in Government Consulting & Project related Consulting Experience plus the detailed resumes of their proposed team for the project.

Commissioner, ----- Municipal Corporation may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

## **8. Evaluation Committee**

The bids shall be evaluated by a competent Committee, as decided by the Commissioner, --- ----- Municipal Corporation. based on a weighted point system, assessing each bidder's ability to satisfy the requirements set forth in the RFP Document. Broad criteria for the evaluation are as follows :

### **A. Proposed Approach & Methodology to be adopted to undertake the assignment**

----- Municipal Corporation would evaluate the proposed Approach & Methodology for Project Management Consultancy on following parameters :

- Responsiveness to the proposed Scope of Work
- Work Plan and Approach to undertake the assignment including activity chart, resource planning, scheduling etc.
- Pointers towards Strategy for evaluating, revising and implementing the Plan.

**B. People**

----- Municipal Corporation will evaluate the information submitted by the Bidder with regard to Bidder's proposed team, especially, the Project Manager and Fire / Disaster Management Domain Experts for the proposed scope of work along with the team's profile, in the response. The Bidder must put forth the best team that has the relevant Urban Local Body experience and the ability to guide ----- Municipal Corporation in finalizing the Project Report. People details need to be submitted in the formats given in **Annexure IV**.

**C. Bidders' Competence & Experience**

Qualifying criteria for bidders is given in **Section III**. Over and above these criteria bidders shall be rated on following parameters :

| Parameters   | Documents to be submitted  |
|--|--|
| No. of consultancy projects in Government domain in last 5 years in India                          | Proof of such Projects   |
| No. of consultancy projects in Government domain in last 5 years in Maharashtra                    | Proof of such Projects   |
| No. of consultancy projects carried out in India in the domain of Fire Dept or Disaster Management | Proof of such Projects   |
| No. of consultancy projects in the domain of Urban Local Body in India                             | Proof of such Projects   |
| ISO 27001 Certification, ISO 9001 Certification  | Proof of Certifications  |
| No. of Government Domain Consultants in India & in Maharashtra                                     | Details of consultants in India & in Maharashtra to be given in formats given in <b><u>Annexure IV</u></b> . |
| Presence in Maharashtra  | Offices in Maharashtra   |

For each of the above mentioned criteria, weightages assigned are given in the following table.

| Sr. No | Criteria                                | Weightage |
|--------|---|-----------|
| A      | Proposed Methodology for the assignment | 30 %      |

| <b>Sr. No</b> | <b>Criteria</b>                  | <b>Weightage</b> |
|---------------|----------------------------------|------------------|
| B             | People                           | 20 %             |
| C             | Bidders' Competence & Experience | 50 %             |
|               | <b>Total</b>                     | <b>100%</b>      |

**9. Commercial Bid Evaluation**

Commercial envelope of only those bidders who obtain minimum 70% score in Technical Evaluation shall be opened. Each of the Commercial bids shall be evaluated on a score of 100 points on the basis that points obtained are inversely proportional to the Price quoted and vice-versa. The methodology of scoring will be as follows.

Bidder Commercial Score = 100 \* (Lowest commercial quote / Bidder's commercial quote).

**10. Total Bid Evaluation**

The Technical score shall have a weightage of 70% in the overall evaluation of the bid and the Commercial bid shall have a weightage of 30% in the overall evaluation. The best bid after 70:30 evaluation would be short-listed for awarding the contract.

**11. Terms and Conditions**

Terms and conditions for vendors who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the vendors. These terms and conditions will also form a part of an agreement to be signed with the purchase order, to be issued to the successful vendor(s) on the outcome of the tender process.

**12. Conditional offers by the Bidders**

The bidder should abide by the terms and conditions specified in the RFP Document. If bidders submit conditional offers it shall be liable for outright rejection.

**13. Late Tender offers**

Any tender offer received by Commissioner, ----- Municipal Corporation after the deadline for submission of tender offer prescribed by the Municipal Corporation, pursuant to the clause above, will be summarily rejected.

**14. Offer validity Period**

The offer should hold good for a period of 180 days from the date of the opening of tender.

**15. Address of Communication**

Offers should be addressed to the following officer at the address given below:

|                         |
|-------------------------|
| -----<br>-----<br>----- |
|-------------------------|

**16. Modification and Withdrawal of Offers**

Modification or Withdrawal of Offers is not permissible after its submission. If the offer is withdrawn before the validity period, the EMD will stand forfeited.

**17. Opening of Technical bids**

Offers received within the prescribed closing date and time will be opened on --/--/2010 at -- :-- Hrs at the office of ----- in the presence of vendor or their representatives who choose to attend the opening of the tender. The vendor's representatives present shall sign a register of attendance.

Vendors those have secured the minimum requirements in the Technical Evaluation will be advised of the location, date, and time set for opening of commercial offer. Adequate notice will be given to allow interested consultants or their representatives to attend the opening of the financial proposals.

**18. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, Commissioner, ----- Municipal Corporation, may, at its own discretion, ask some or all vendors for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

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

Notwithstanding anything stated herein, Commissioner, ----- Municipal Corporation, reserves the right to accept full or part of the Bid or reject any Bid, and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract, without assigning any reason and thereby without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidder's of the grounds for Commissioner, ----- Municipal Corporation's action/decision.

**20. Hand written documents, Erasures or Alterations**

The offers containing erasures or alterations will not be considered. **There should be no hand-written material, corrections or alterations in the offer.** Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "noted", "as given in brochure/manual" is not acceptable. Commissioner, ----- Municipal Corporation may treat offers not adhering to these guidelines as unacceptable.

## **21. Costs & Currency**

The offer must be made in Indian Rupees only. The commercial proposal must be "all inclusive", i.e. should include all costs, including taxes (if any).

## **22. Security Deposit**

Within 15 days of the communication by Commissioner, ----- Municipal Corporation, (by Letter / Fax / E-mail) successful Vendor will have to sign an Agreement Contract with Commissioner, ----- Municipal Corporation, & submit Security Deposit equal to **10 % of the Order value** in the form of a Bank Guarantee from any Nationalized or Scheduled Bank,. Security Deposit should be valid for the period of 12 months.

This Bid Security will be forfeited if the Project Management Consultancy is not offered to Commissioner, ----- Municipal Corporation, as per the agreement. Commissioner, ----- Municipal Corporation, will release Security Deposit only after successful completion of the project work as per the Scope of Work defined in the RFP.

## **23. Earnest Money Deposit**

Vendors are required to give a Demand Draft / Pay Order / Bank Guarantee (of Nationalised or Scheduled Bank) drawn in favour of "**Commissioner, ----- Municipal Corporation,**" payable at any branch of any scheduled or nationalized bank and valid for 180 days from the due date of the tender opening for **Rs 50,000/- (Rupees Fifty Thousand only)** as Earnest Money Deposit (EMD) along with their offer. Offers made without EMD will be rejected.

The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful bidders. The successful bidders's EMD will be discharged upon the successful bidder executing the Contract and furnishing the Security Deposit of 5% of the order.

The EMD may be forfeited -

- a) If a tenderer withdraws its tender during the period of bid validity
- b) Or in case of a successful tenderer, if the tenderer fails
  - i) To sign the contract in accordance with terms and conditions;
  - ii) To furnish Bid Security Deposit as specified in terms and conditions.

### **III] Scope of Work**

The following Scope of Work shall be completed by the Consultant and shall meet all the requirements of Guidelines issued by NDMA, SDMA for the preparation of DM Plan. The consultant will lead in the preparation of the Plan; however would incorporate the inputs / comments provided by the members of the Planning Committee throughout duration of the project.

It Plan should not take more than Six (06) months to complete. The consultant must present a draft of the Plan to the Planning Committee by end of 4<sup>th</sup> month from the start of the assignment for review and comment by the Planning Committee. The consultant then must present a final draft to the Planning Committee no later than 5<sup>th</sup> month for review and adoption by the Municipal Commissioner and Municipal fire Services Committee.

The Fire Department will provide the consultant with currently available Geographic Information Systems (GIS) data (if available) and the selected consultant will evaluate such GIS data and use the same in completion of the Plan. While carrying out GIS data analysis, Consultant must keep in mind the City Mapping Standards. Consultant shall submit to the Fire Department all the papers / GIS data analysis report prepared in association with this project.

#### **Overall Project Design**

Following is a list of the required steps in developing the Plan. For each step, the responsible agency is identified:

*(A) Project Initiation.* Within 15 days of the signing of the contract, the Consultant shall mobilize the resources for the project and submit Project Inception Document giving detailed Approach & Methodology, Project Plan & Team Details.

*(B) Refinement of Scope of Work.* Members from the Corporation's Project Committee / State Planning Committee will review and discuss with the selected consultant's approach and methodology which will include a list of steps for Plan development, objectives for the Plan, summary of necessary and available data and information, required elements of the Plan, responsibilities for specific tasks, timeline, and process for documenting of time and resources spent on Plan development. Development of the Plan will begin once the selected Designated Project Committee and consultant agree on the approach and methodology.

*(C) Collection of Available Data.* Consultant will collect the data from the department and analyze and integrate it into the Plan which will form the basis of the recommendations. The consultant will also identify gaps in existing data and include recommendations to address these deficiencies.

*(D) Draft Plan.* Once all necessary data and information are collected, the consultant will develop an initial draft Plan, with all necessary elements, including:

- Brief introduction, including context for and description of the need for the Plan.
- Brief description of the history, physical setting, land use patterns, and development trends of the area to be covered by the Plan.
- A list and assessment of the hazards and risks to which each of the participating partners is vulnerable.
- identify and rank the fire hazard zones
- Summary of current central, state and local programs and policies that address the identified risks.
- State the Plan goal and objectives.
- A prioritized list of recommended strategies, programs, policies and actions to address identified hazards and risks, including those that are relevant to public facilities and infrastructure as well as general environmental conditions. The list should include a brief description of each recommendation, persons responsible for implementing recommendations, approximate cost of and potential funding sources for implementing recommendations, cost effectiveness of recommendations, and suggested timeline for implementing recommendations.
- Strategy for evaluating, revising and implementing the Plan.
- Documentation of public participation in Plan development.
- Documentation that the participating partners have met the requirements of the National/State Disaster Management Act, State fire Services Act.
- Other descriptions, documentation and Plan elements as required to meet Municipal Corporation, DDMA and SDMA approval.
- All relevant maps, graphs, charts, pictures and GIS Data to support document text.
- Copies for the City and Municipal Fire Services of one (1) color paper copy of the draft plan, one (1) digital (MS Word format) copy of the draft plan and one (1) PDF copy of the draft plan.

The consultant will present the initial draft plan to the Corporation at end of 4<sup>th</sup> month from start of the assignment; Corporation will review the written report and provide comments within two months from the date of submission by the consultant. The consultant shall amend the draft Plan per these comments and submit the plan to City Municipal Fire Services by end of 5<sup>th</sup> month from the start of the assignment. .

*(E) Final Plan.* By end of 6<sup>th</sup> month from the start of the assignment, the consultant shall present to the Corporation the final version of the Plan including the requirements listed above and that incorporates the comments suggested by the Corporation / **State Planning Committee**, in a format suitable for reproduction by the Municipal Fire Services of .....City. The final Plan must also include documentation of public participation in Plan development. The consultant shall provide the City and Fire District each, with one (1) color paper copy of

the draft plan, one (1) digital (MS Word format) copy of the draft plan and one (1) PDF copy of the draft plan.

*(F) Tentative Schedule.* The following is the proposed timeline for the project, but may be subject to change upon agreement with the consultant.

| <b>Project Milestone</b>              | <b>Start date</b> | <b>End Date</b> | <b>Duration (Months)</b> |
|---------------------------------------|-------------------|-----------------|--------------------------|
| Award of Contract & Team Mobilization | D                 | D+0.5           | 0.5                      |
| Preparation of Draft Plan             | D + 0.5           | D + 4           | 3.5                      |
| Preparation of the Final Plan         | D + 4             | D + 5           | 1                        |

D : Date of signing of contract

## **IV] Terms and Conditions of the Tender**

### **1. Payment Terms**

% of the Payment Milestone given is the percentage of the Total Consultancy Cost as per the **Annexure V** (Commercial Bid), Sr. No. 1.

| <b>Sr. No.</b> | <b>Item Description (Project Milestone/Deliverable)</b> | <b>Payment Milestone (in %)</b>                       |
|----------------|---|---|
| 1              | Submission of Draft Plan                                | 50 % of the Total fees after acceptance by the client |
| 2              | Submission of the Final Plan                            | 50 % of the Total fees after acceptance by the client |

(Acceptance means, after submission of report and after consultant has made presentation to the Fire Department, Municipal Corporation, the Department will issue letter of acceptance along with comments/suggestions to be incorporated in the Report).

### **2. Publicity**

Any publicity by the vendor in which the name of Commissioner, ----- Municipal Corporation, is to be used should be done only with the explicit written permission of the Commissioner, ----- Municipal Corporation.

### **3. Force Majeure**

The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify the Commissioner, -- ----- Municipal Corporation, , in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by the Commissioner, ----- Municipal Corporation, , in writing, the Vendor shall continue to perform it's obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, GoM and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Commissioner, ----- Municipal Corporation, , shall be final and binding on the vendor.

#### **4. Indemnity**

The Successful Bidder shall indemnify, protect and save ----- Municipal Corporation against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of any software / document used / supplied by them.

#### **5. Resolution of Disputes**

The Municipal Corporation and the Consultant / Successful Bidder shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, both the parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Municipal Corporation and the Other to be nominated by the Consultant / Successful Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Kalyan. Cost of such an arbitration shall be borne in the ration of 50:50 between both the parties.

#### **6. Limitation of Liability**

Other than the Municipal Corporation's obligations to make payments that are due and owing under this Agreement, a party's and its affiliates' entire and collective liability arising out of or relating to this Agreement, including without limitation on account of performance or nonperformance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the amounts paid to the successful Bidder under this Agreement. Notwithstanding anything to the contrary contained in this agreement, neither party nor its affiliates shall, under any circumstances, be liable to the other party or its affiliates for any claim based upon any third party claim or for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages arising out of or in connection with any malfunctions, delays, loss of data, loss of profit, interruption of service or loss of business or anticipatory profits, even if a party or its affiliates have been apprised of the likelihood of such damages occurring. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

**7. Subject Laws and Jurisdiction**

The contract shall be governed by Indian Laws and the Courts at Maharashtra will have jurisdiction to entertain the dispute(s).

**8. Right to Accept Any Offer and to Reject Any or All Offers**

Commissioner, ----- Municipal Corporation, , reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for the action.

## **Annexure I : Details of Bids to be submitted**

### **Format of Technical Offer**

The Bidder shall not disclose/quote the rates of the items in the Technical Envelope or gives any such indication of disclosure of rates. In the event of such disclosure whether made intentionally or otherwise may result in the immediate rejection of the Bid Document. The Technical Offer must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form.

The list of documents to be submitted as a part of the Technical Offer is as follows:

1. Covering Letter
2. Rs. 1,000 if the tender form received by email/downloaded from website (either a DD, Pay Order or Receipt of payment made to the Commissioner, .....Municipal Corporation).
3. E.M.D. of Rs. 50,000
4. Power of Attorney or Letter of Authority for the Authorised Signatory
5. Terms and conditions compliance table in the format given below. This table must cover vendor's response to all the terms and conditions specified in the tender document.

| Term No | Short Description of terms and conditions | Complied (Yes/No) | Detailed explanation about deviation, if not complied |
|---------|---|-------------------|---|
| 1       |   |                   |   |
| To      |   |                   |   |
| Last    |   |                   |   |

6. Various other compliance statements with documentary proof in the format given in **Annexure II**
7. Approach and Methodology to be adopted to undertake the assignment
8. Details of Government consultancy projects carried out in India
9. Details of consultancy projects carried out in India in the domain of Fire Dept or Disaster Management
10. Details of Government consultancy projects carried out in Maharashtra
11. Details of consultancy projects in the domain of Urban Local Body in India
12. Detail CVs of the Team Proposed for the assignment

### **Format of Commercial Offer**

The commercial offer must not contradict with the technical offer in any way. The format for submission of Commercial Offer is as follows:

1. Covering Letter
2. Commercial Proposal in the format given in **Annexure V**

## Annexure II: Compliance statements and documentary proof of various criteria mentioned in the RFP document

| Sr. No. | Criteria   | Complied (Y / N) | Documentary Proof (Page No.) |
|---------|--|------------------|------------------------------|
| 1       | Covering Letter (As per format at annexure IV)   |                  |                              |
| 2       | Power of Attorney for the Authorised Signatory   |                  |                              |
| 3       | RFP document price of Rs. 1,000  |                  |                              |
| 4       | E.M.D. of Rs. 50,000   |                  |                              |
| 5       | Particulars of the Bidders   |                  |                              |
| 6       | Power of Attorney / Authorisation Letter in the name of Signatory of the Proposal                      |                  |                              |
| 7       | Terms and conditions compliance table  |                  |                              |
| 8       | Approach and Methodology to be adopted to undertake the assignment                                     |                  |                              |
| 9       | Details of Government consultancy projects carried out in India  |                  |                              |
| 10      | Details of consultancy projects carried out in India in the domain of Fire Dept or Disaster Management |                  |                              |
| 11      | Details of Government consultancy projects carried out in Maharashtra                                  |                  |                              |
| 12      | Details of consultancy projects in the domain of Urban Local Body in India                             |                  |                              |
| 13      | Bidder's incorporation certificate   |                  |                              |
| 14      | Detail CVs of the Team Proposed for the assignment   |                  |                              |
| 15      | Other Particulars of Bidders as mentioned in the Tender  |                  |                              |
| 16      | All the proposal pages are stamped   |                  | NA                           |

**Annexure III: Format of Covering Letter**

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

To

The Commissioner  
----- Municipal Corporation,  
-----  
-----

Ref: Notice inviting tender for Tender Ref. \_\_\_\_\_

Sir/Madam,

This is to notify you that our firm intends to submit a tender in response to notice inviting tender for Tender Ref. \*\*\*\*\*. Primary and Secondary contacts for our firm are:

| Details      | Primary Contact | Secondary Contact |
|--------------|-----------------|-------------------|
| Name         |                 |                   |
| Title        |                 |                   |
| Company Name |                 |                   |
| Address      |                 |                   |
| Phone        |                 |                   |
| Mobile       |                 |                   |
| Fax          |                 |                   |
| E-mail       |                 |                   |

Yours Sincerely,

\_\_\_\_\_  
[BIDDER'S NAME]

Name

Title

Signature

**Annexure IV: CVs**

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Using the format below, the Bidder should provide qualification & experience details of the Team Structure proposed for this project and CVs in following key areas.

- Team Leader / Project Manager
- Subject Specialists / Domain Experts
- Quality Control Expert

**A. Summary of the key people involved**

The bidder should submit a summary of the profiles of key people involved in the project in the format attached below.

| Name of Resource | Proposed Position | Academic Qualification | Years of experience | Name of similar assignments managed in past | Key Tasks assigned |
|------------------|-------------------|------------------------|---------------------|---|--------------------|
|                  |                   |                        |                     |   |                    |
|                  |                   |                        |                     |   |                    |
|                  |                   |                        |                     |   |                    |
|                  |                   |                        |                     |   |                    |
|                  |                   |                        |                     |   |                    |

**B.Format for detailed resumes**

The bidder needs to provide the resumes of the proposed personnel in the below mentioned format:

|               |  |  |         |  |          |  |               |  |
|---------------|--|--|---------|--|----------|--|---------------|--|
| <b>1</b>      | <b>Proposed Position</b>   |  |         |  |          |  |               |  |
| <b>2</b>      | <b>Name of the Firm</b>  |  |         |  |          |  |               |  |
| <b>3</b>      | <b>Name of the Staff</b>   |  |         |  |          |  |               |  |
| <b>4</b>      | <b>Date of Birth</b>   |  |         |  |          |  |               |  |
| <b>5</b>      | <b>Education</b>   |  |         |  |          |  |               |  |
| <b>6</b>      | <b>Membership of Professional Associations/ Societies</b>                            |  |         |  |          |  |               |  |
| <b>7</b>      | <b>Summary of Key Training and Certifications</b>                                    |  |         |  |          |  |               |  |
| <b>8</b>      | <b>Countries of Work Experience</b>  |  |         |  |          |  |               |  |
| <b>9</b>      | <b>Languages Known</b>   | (To Write / Read / Speak)  |         |  |          |  |               |  |
| <b>10</b>     | <b>Employment Record</b>   | <table border="1"> <tr> <td>From/To</td> <td></td> </tr> <tr> <td>Employer</td> <td></td> </tr> <tr> <td>Position held</td> <td></td> </tr> </table> | From/To |  | Employer |  | Position held |  |
| From/To       |  |  |         |  |          |  |               |  |
| Employer      |  |  |         |  |          |  |               |  |
| Position held |  |  |         |  |          |  |               |  |
| <b>11</b>     | <b>Detailed Tasks Assigned under the project</b>                                     |  |         |  |          |  |               |  |
| <b>12</b>     | <b>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b> |  |         |  |          |  |               |  |
|               | <b>Name of project:</b>  |  |         |  |          |  |               |  |
|               | <b>Year:</b>   |  |         |  |          |  |               |  |
|               | <b>Location:</b>   |  |         |  |          |  |               |  |
|               | <b>Client:</b>   |  |         |  |          |  |               |  |
|               | <b>Main project features:</b>  |  |         |  |          |  |               |  |
|               | <b>Positions held:</b>   |  |         |  |          |  |               |  |
|               | <b>Activities performed:</b>   |  |         |  |          |  |               |  |

## Annexure V : Commercial Bid

Using the format below, the bidder is required to provide lump-sum amount for the proposed assignment. All quotes should be in Indian Rupees.

| Sr. No. | Item   | Amount in INR |
|---------|--|---------------|
| 1       | Consultancy Charges to prepare Fire Hazards Response & Mitigation Plan |               |
| 3       | Out of pocket expenses, if any   |               |
| 4       | Taxes (Mention details)  |               |
| 5       | <b>TOTAL</b>   |               |
| 6       | <b>TOTAL (IN WORDS)</b>  |               |

Note : Taxes mentioned should be inclusive of all taxes or duties as of the last date of submission of the tender. No extra taxes or duties shall be paid apart from the amount quoted. All new taxes/ increase in taxes levied after the tender submission date will be borne by the department after necessary documentary evidence is submitted. Similarly, any benefit due to reduction in the taxes will be passed on to Government of Maharashtra.

\_\_\_\_\_  
Authorised Signature

Full Name :

Designation :

Date :