

**Proposal for Empanelment for Adjudicator
(Consulting Services-Individual Consultant Selection)**

Date: 11/06/2018

Country: India
Name of Project: National Cyclone Risk Mitigation Project (NCRMP) II
Assignment Title: Empanelment of Individual Consultant as an Adjudicator for Different Civil works site for NCRMP-II

Reference No.

The Government of India has received financing from the World Bank towards the cost of the NCRMP II, and intends to apply part of the proceeds for consulting services.

This proposal is called for Empanelment of Individual Consultant as a Adjudicator for Different Civil works site for NCRMP-II

The Project Director, SPIU, NCRMP-II, Department of Relief and Rehabilitation, Government of Maharashtra now invites eligible Individual Consultant (“Consultant”) to give proposal for providing the services.

The Individual Consultant (“Consultant”) shall provide the proposal consisting of:-

- Introductory letter (with complete contact details – name of contact person, mailing address, telephone, fax, email etc.) explaining how the individual is best to deliver the task.
- The Proposal should contain sufficient supporting document to substantiate the claim of the Consultant towards their qualification and experience.
- The consultant shall provide the services in accordance with the scope of work defined in the Attached TOR as per annexure A.
- Proposal for empanelment must include the CV as per Annexure B.
- The consultant shall provide the quote as per annexure C

A Consultant will be selected in accordance with the Individual Consultant method in accordance with “The World Bank, Regulations for IPE Borrowers version July 2016 revised November 2017” .

Further information can be obtained at the address below during office hours i.e. 09:45 AM to 5:30 PM on or before 22/06/ 2018.

Proposal for empanelment must be delivered in the written form to the address below **on or before 25th JUNE 2018 by 17:00 hours.**

State Project Director, SPIU, NCRMP II
Relief and Rehabilitation Department
Government of Maharashtra
Office of Director Disaster Management
NCRMP OFFICE, 1st floor, Dilwara Co-Operative Housing Society,
Next to Cooperage Telephone exchange, Opposite to Cooperage Football Ground,
M K Road, Mumbai 400 021
Tel: +91-22-22026712
E-mail: pmncrmpmaha@gmail.com

Annexure – A- Terms of Reference for Adjudicator

1.0 Project Background

The Government of India has initiated the National Cyclone Risk Mitigation Project (NCRMP) with a view to address cyclone risks in the country. The overall objective of the Project is to undertake suitable structural and non-structural measures to mitigate the effects of cyclones and other hydro meteorological hazards in the coastal States/UTs of India.

The Project has identified 13 cyclone prone States and Union Territories (UTs) with varying levels of vulnerability. These States/UTs have further been classified into two categories, based on the frequency of occurrence of cyclones, size of population and the existing institutional mechanism for disaster management. These categories are

Category I Higher Vulnerability States i.e. Andhra Pradesh, Gujarat, Orissa, Tamil Nadu and West Bengal

Category II Lower Vulnerability states i.e. Maharashtra, Goa, Karnataka, Kerala, Daman & Diu, Puducherry, Lakshadweep and Andaman & Nicobar Islands

The project has the following four components:

Component A: Early Warning Dissemination Systems (EWDS)

The installation of an EWDS based on Satellite, Radio, Internet and Global System for Mobile Communication (GSMC) based technologies, including strengthening State Emergency Operation Centers (SEOCs) to send the warning through different communication channels directly to the village level. Providing satellite phones/alternative technology to key officials to fail proof the EWDS and also expand a new radio based wireless communication technology in selected blocks in each state;

Component B: Cyclone Risk Mitigation Infrastructure

This component is to increase the preparedness and reduce the vulnerability of coastal communities through strategic infrastructure investments, i.e., improving their capacity/access to emergency shelter. The portfolio of risk mitigation infrastructure under this component includes a broad range of investment such as Multipurpose Cyclone Shelters, Underground Electric cabling, strengthening of saline embankments in the state.

Component C: Technical Assistance for Multi-Hazard Risk Management

This component will improve the quality of available information on multi-hazard risks for decision making, and strengthen multi-hazard risk management at a national level. The PMU-NDMA will be the nodal agency for this component. The components will be included the activities such as Coastal Multi-hazard Risk Modeling and Assessment, Strengthening Emergency Recovery Capacity, Enhancing the Capacity for Disaster Risk Management and response in non-

coastal states, Hydro-meteorological Resilience Action Plans, Design of a National Seismic Risk M
Hydro-meteorological Resilience Action Plans

Component D: Project Management and Implementation Support

This component will support the incremental operating costs of the Project Management Unit (PMU) and the State PIUs

Location : - Different Location in State of Maharashtra

4.0 Key Objective of Project

The key objectives of the Project are as follows:

- a. Reduction in cyclone vulnerability of coastal states, through creation of appropriate infrastructure which can help mitigate the adverse impacts of cyclones
- b. Strengthening of cyclone warning systems enabling quick dissemination of warnings and advisories from source/district/sub-district level to the community and vice versa for their timely reception and adequate response.
- c. Component-B comprising development of disaster resistant Infrastructure like Construction of Multi-Purpose Cyclone Shelter Structures, Renovation/ Construction of Saline Embankment Structures and Underground Cabling in the Coastal districts of Maharashtra.

Scope of Work

- The Adjudicator or Dispute Review Expert is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance.
- The services will be required during the period of contract for the works in Component-B of the project intended to undertake suitable structural and non-structural measures to mitigate the effects of cyclones and other hydro meteorological hazards in the coastal States/UTs of India.
- The Adjudicator / **Dispute Review Expert** shall visit the worksite once in 3 (three) months till the completion of the work indicated above or as specifically requested by SPIU, NCRMP-II, Maharashtra and/or Contractor for the period up to the end of defects liability period with prior intimation to the Employer and the contractor.
- The duration of each visit shall ordinarily be for one day only. These durations are approximate and SPIU, NCRMP-II, Maharashtra and/or Contractor may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration.
- Procedures for resolution of disputes by the Adjudicator/ **Dispute Review Expert** is described in the contract between the Employer and the contractor as mentioned but not limited to the following
 - a. If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator/DRE within 14 days of the notification of the Project Manager's decision.
 - b. The Adjudicator/DRE shall give a decision in writing within 28 days of receipt of a notification of a dispute.
 - c. The Adjudicator/DRE shall be paid daily at the rate **as agreed**, together with reimbursable expenses of the types **as agreed**, and the cost shall be divided equally between the Employer and the Contractor. Whatever decision is reached by the Adjudicator/DRE, either party may refer that decision to an Arbitrator within 28 days of the Adjudicator's

/DRE's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's /DRE's decision shall be final and binding.

- d. The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the Mumbai.
 - e. The Arbitrator(s) shall give a decision in writing within 120 days of start of the proceedings unless otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator/Dispute Review Expert and either party is dissatisfied with the decision given by the Adjudicator/Dispute Review Expert.
- The Adjudicator/ **Dispute Review Expert** will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct himself in a manner consistent herewith.
 - After visiting the worksite, the Adjudicator / **Dispute Review Expert** will discuss the matter with the Employer and if necessary with the Contractor before arriving at any decision.
 - The Adjudicator/ **Dispute Review Expert** will agree that all knowledge and information not within the public domain, which may be acquired while carrying out this service shall be all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any party whatsoever, except with the permission of the Employer and the contractor. The Adjudicator's decision should be communicated in the form of a speaking order specifying the reasons.
 - The Adjudicator/ **Dispute Review Expert** will agree that any manufacturing or construction firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part

Qualification Criteria :-

Requirement	Qualification	Desired Experience
Adjudicator/ Dispute Review Expert	Graduate in Civil / Electrical Engineering & Post-Graduation in Management	At least 20 years' experience in construction management of multi-disciplinary civil engineering projects including 10 years' experience in senior supervisory position in the rank of Executive Engineer or above under the State/Central Government or equivalent position in the civil engineering project/organization the person served. Experience of managing multi-disciplinary teams is essential. Familiarization with disaster resistant construction techniques is essential. Experience of working in the coastal regions will be an added advantage. Minimum experience of 5 years of conducting Adjudication/ Arbitration for WB/ Government projects is essential. Not more than 65 years

Monitoring

- For administrative purpose Project Manager, SPIU, NCRMP-II, Maharashtra has been assigned to administer the assignment and to provide the Adjudicator / **Dispute Review Expert** with all relevant information needed to carry out the assignment on behalf of both the Employer and the contractor.

Duration of Assignment.

The duration of Assignment will be for 18 months.

Award of Assignment

Award of contract will done to the qualified consultant and it will be on the discretion of SPIU. The SPIU reserve the right to empanel a number of Adjudicator for different civil works under the project.

Termination of Assignment

- The appointment shall automatically stand terminated 14 days after completion of work package as certified by employer.
- The appointment of Adjudicator/ **Dispute Review Expert** shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Employer and the Contractor so desire.

Payments to Adjudicator

- The Adjudicator/ **Dispute Review Expert** will be paid on per day basis for each day of visit at the worksite. Based on the rates quoted by them in financial format and agreed by SPIU.

- The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator/ **Dispute Review Expert**. The Adjudicator/ **Dispute Review Expert** will submit a pre-receipted bill in triplicate to the Employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs. 200 each] incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. It should not exceed the quoted rate.
- The Employer will make the admissible payment (both the Employer's and the Contractor's share) to the Adjudicator/ **Dispute Review Expert** within 30 days of the receipt of the bill. The Contractor's share on this account (half the paid amount) will be recovered by the Employer from the Contractor's bills against the work.
- In accepting this assignment, the Adjudicator/ **Dispute Review Expert** should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of emergency repatriation, loss or damage to personal/professional effects and property.
- The Adjudicator/ **Dispute Review Expert** is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator/ **Dispute Review Expert** shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

ANNEXURE – B CURRICULUM VITAE (CV)- ADJUDICATOR

Position Title and No.	Adjudicator for
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Annexure C - Financial Formats

Summary of Cost

<u>Particulars</u>	<u>Total</u>
<u>Total of Remuneration (A)</u>	
<u>Total of Reimbursable (B)</u>	
<u>Total</u>	
<u>GST – If applicable</u>	
<u>Total Cost</u>	

(A) Remuneration

<u>Particulars</u>	<u>Per day Cost</u>	<u>Number of Days</u>	<u>Total</u>
Name of Adjudicator		<u>12</u>	

(B) Reimbursable

<u>Particulars</u>	<u>Per Unit Cost</u>	<u>Number of units for 12 Days.</u>	<u>Total</u>
Per diem for outstation (will be paid for outstation stay day)			
Outstation travel			
Local Travel			
Printing Report Cost			
Telephone / Mobile / Internet cost			
Other Cost (give details)			
.....			
.....			
.....			
.....			
Total of reimbursable			

Reimbursable will be paid on actuals against the invoices subject to quoted limits. As this is a individual consultant method the rates will be agreed at the time of contract.