

**Request for Proposal
For Selection of Firm for
Exclusive Marketing and Sales of
Retail cum Commercial Complex
in CBD Area,
Sector 21 at Naya Raipur**

Tender No. 486/R-3/PRJ/NRDA/2014

JANUARY 2015



NAYA RAIPUR DEVELOPMENT AUTHORITY

**1st Floor, Utility Block, Near Mantralaya,
Capital Complex, Sector-19, Naya Raipur (C.G.)**

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PRESS NOTE



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Request for Proposal

**Selection of Firm for Exclusive Marketing and Sales
of Retail Cum Commercial Complex, CBD, Naya Raipur**

No. 486/R-3/PRJ/NRDA/2015 Naya Raipur Date: 28-01-2015

NRDA Invites RFP from Reputed Real Estate Consultant/Retail Commercial/Real Estate Marketing Firm / Real Estate Developer for Disposal of Offices/ Retail Commercial Area on Exclusive Marketing & Sales Basis for the project of Retail cum Commercial Complex, CBD, Naya Raipur.

The total marketable area is (7.8 Lakhs sq. feet approx) The last date of receipt of RFP is on or before **24/02/2015, 03:00 PM**. Interested entities can obtain the details from Website: www.nayaraipur.gov.in under tender category. Amendments/Modifications, If any shall be uploaded in the website: www.nayaraipur.gov.in

NAYA RAIPUR - MERA RAIPUR Chief Executive Officer

8 cms [W] x 5 cms [H]

Important Date

1.	Date of Pre Bid Meeting	10.02.2015 at 12:00 PM at Conference Hall, NRDA
2.	Date of Clarification	13.02.2015
3.	Last date of sale of tender document	23/02/2015
4.	Last date of receipt of RFP	24.02.2015 upto 3:00 PM
5.	Date of Opening of Technical Bid	24.02.2015 upto 3:30 PM

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Naya Raipur Development Authority (the “**Authority**”) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility of the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre- qualification of Applicants for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select and shortlist pre- qualified Applications for Bid Stage or to appoint the selected Bidder or Developer/Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

SECTION I : PROJECT INFORMATION

1 BACKGROUND

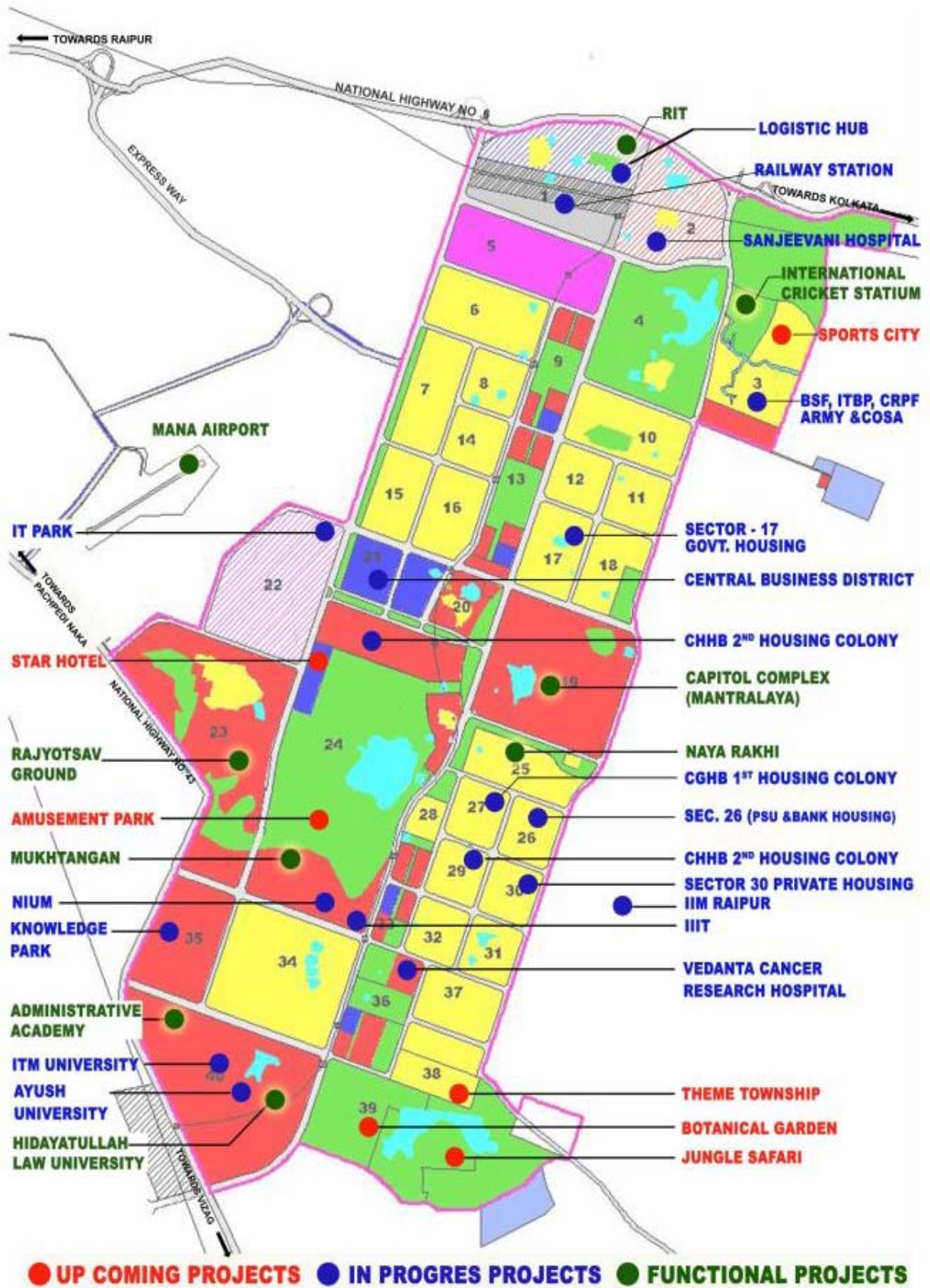
1.1 Introduction to Naya Raipur

- ▶ The State of Chhattisgarh was formed as a new State in the year 2000 with Raipur as Capital.
- ▶ Recognizing the growing demands for high- quality infrastructure in the State, the Government has decided to establish a modern, hi-tech, eco-friendly city “Naya Raipur”, to serve as the administrative capital of the State and also cater to the infrastructural needs of industry and trade in the region.

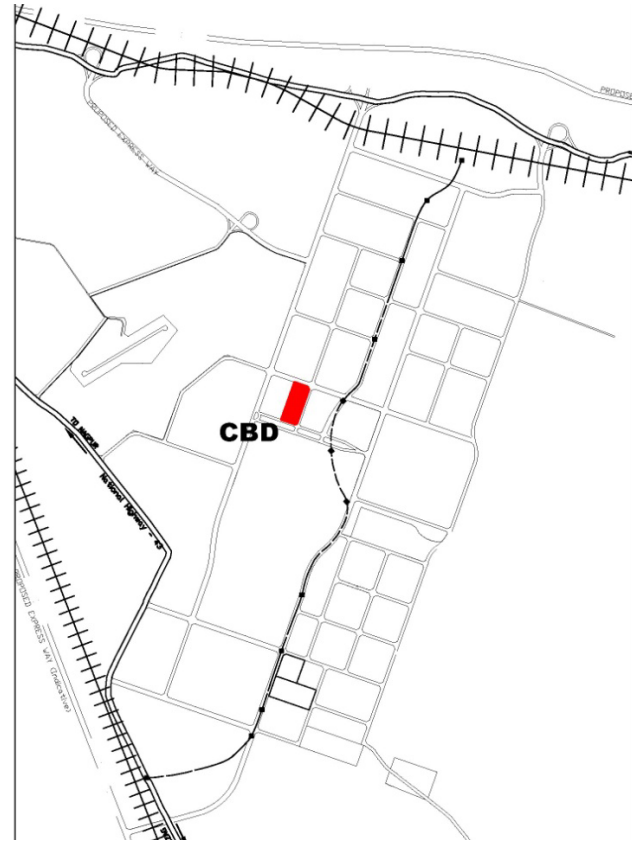
The State Government constituted Naya Raipur Development Authority (NRDA) for planning and development of the capital area



Naya Raipur Master Plan



1.2 Status of Project



Location Map

1.3 Project Area Statement

Construction of Commercial Retail Building at Secor-21 of Naya Raipur			
Site Area	35846.55		Sqm
FAR Allowed	54141.86		
No. of floors	BASEMENT+GR+6		
Building Height	28.40		M
Floor details	Built up Area	Common / Non FAR Areas	Unit
Basement area	27330.27	0	sqm
Ground floor	6853.84	5201.75	sqm
First floor	5341.4	4066.05	sqm
Second floor	7882.57	1902.35	sqm
Third Floor	7853.22	1811.49	sqm
Fourth floor	9401.05	1905.2	sqm
Fifth Floor	7934.4	1721.71	sqm
Sixth Floor	8102.86	1892.84	sqm
Sub total	53369.34	18501.39	sqm
Total	80699.61	18501.39	sqm
Built up Area	80699.61		sqm
Common / Non FAR Areas	18501.39		sqm
Additional Open space/ terrace area to be sold out	11759.30		sqm
Gross Area (Excluding & terrace Area)	99201.00		sqm

1.4 Site Location : Attached

1.5 Project Completion: The Tentative date of Completion of the Project shall be Oct 2017.

SECTION II: INSTRUCTION TO APPLICANTS

2.1 GENERAL INSTRUCTIONS

- 2.1.1 Naya Raipur Development Authority (the "Authority") is engaged in development of Naya Raipur in Chhattisgarh. As part of this endeavor, the Authority has decided to undertake Marketing of Retail cum Commercial complex in Naya Raipur. The Authority invites Request for Proposal (RFP)s for pre-qualification of interested parties (the "Applicants") who fulfill the eligibility criteria given in sections 3.1 and interested in participating for the Project.
- 2.1.2 This RFP is issued for selection of bidder for the Marketing of Retail cum Commercial complex in Sector 21 CBD Area in Naya Raipur. The Firm selected through bid process is required to undertake Branding, Marketing & Sales of proposed project. Applicants are required to read carefully contents of this document and to provide required information, as per the checklist so that capabilities of the Applicants can be fully appreciated and assessed.

2.2 CONFLICT OF INTEREST

The Applicant for pre-qualification may be a single entity or a group of entities (the "**Consortium**"). However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant Consortium. The term Applicant used herein would apply to both a single entity and a Consortium.

A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) The Bidder, its member or Associates (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this , indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) A constituent of such Bidder is also a constituent of another Bidder; or
- (iii) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- (iv) Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's" information about, or to influence the Bid of either or each other; or
- (v) Such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.3 CONSORTIUM – CONDITIONS

In case the Applicant is a Consortium, it should comply with the following additional requirements:

- (a) Number of members in a consortium should be limited to 2 (two) members;
- (b) The Application should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**").
- (d) Members of the Consortium shall enter into formal understanding vide a Memorandum of Understanding (MoU) in the format set out in Appendix 2, for the purpose of making the Application for the project. A consortium shall be eligible for consideration subject to the conditions set out in Clause 3.3.1 C)

Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

Where the Applicant is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:

- (a) The Lead Member continues to be the Lead Member of the Consortium;
- (b) The substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the prequalification and short-listing criteria for Applicants; and
- (c) The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

The modified/ reconstituted Consortium shall be required to submit a revised **Memorandum of Understanding** before the Bid Due Date.

2.4 COST OF BIDDING

2.4.1 a) The cost of RFP document shall be submitted in the form of Demand Draft of an amount equivalent to **Rs. 5000/- (Rupees Five Thousand only)** in favour of "CEO, Naya Raipur Development Authority payable at Raipur/ Naya Raipur. The cost of RFP document is non refundable.

2.4.1 b) **Earnest Money Deposit**

Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of **Rs.20,00,000/- (Rs. Twenty Lakhs)** in the form of a Demand Draft / Bank Guarantee in favour of Chief Executive Officer, Naya Raipur Development Authority, of any scheduled bank, payable at Raipur.

The Successful Applicant. EMD submitted by the Successful Applicant shall be adjusted with the Performance security.

EMD shall be forfeited in the following cases:

- i. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and

- ii. If the successful Applicant fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by NRDA.

2.4.2 IMPORTANT DATES

1.	Date of Pre Bid Meeting	10.02.2015 at 12:00 PM at Conference Hall, NRDA
2.	Date of Clarification	13.02.2015
3.	Last date of sale of tender document	23/02/2015
4.	Last date of receipt of RFP	24.02.2015 upto 3:00 PM
5.	Date of Opening of Technical Bid	24.02.2015 upto 3:30 PM

The Authority may, in its sole discretion, extend the Application Due Date by issuing a Corrigendum in accordance with Clause 2.6.2 uniformly for all Applicants.

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.5 SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, applicable laws and regulations, and any other matter considered relevant by them.

For any assistance in respect to the site visit to the Bidders, Bidders can contact the CEO, Naya Raipur Development Authority (NRDA).

2.6 AMENDMENT & CLARIFICATION OF RFP

2.6.1 At any time prior to the Last date of receipt of RFP, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

2.6.2 The Authority can issue a Corrigendum for any extension of the application due date.

2.6.3 Clarifications

- (i) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.
- (ii) If an Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.7 FORMAT AND SIGNING OF PROPOSAL

The Applicant is required to provide all the information as per this RFP document. NRDA shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise of all the document as prescribed in this RFP.

2.8 SUBMISSION OF BIDS

2.8.1 All envelopes shall be addressed to:

The Chief Executive Officer (CEO)
Naya Raipur Development Authority
First Floor, Utility Block Near Mahanadi Bhavan, Capital Complex,
Sector-19, Naya Raipur-492 002, Chhattisgarh
Phone 91 771 2511500
Fax No.: +91 771 2511400
E-mail : ceo@nayaipur.com with cc: seproject@nayaipur.com, me_pst@nayaipur.com

- 2.8.2 If the envelope is not sealed and marked as instructed above, NRDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of NRDA, be rejected.
- 2.8.3 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.
- 2.8.4 It shall be deemed that prior to the submission of the Proposal, the Applicant has:
- Made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - Received all such relevant information as it has requested from NRDA; and
 - Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- 2.8.5 NRDA shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

2.9 SEALING AND MARKING OF BIDS

The Technical Proposal shall contain **Envelope 1 & 2** and to be placed in one outer envelop marked as "**Technical Proposal**". List of documents to be placed in Envelop 1 & 2 are prescribed hereunder –

2.9.1 "Envelope 1: Key Submission"

- Document fee **Rs. 5,000/-** in the form of Bank Draft payable to CEO, Naya Raipur Development Authority of a bank at Raipur.
- Checklist for submission of RFP (**Appendix – 1**);
- MOU for consortium (**Appendix – 2**);
- Letter comprising the bid (**Appendix – 3**);
- Declaration (**Appendix – 4 & 5**);
- EMD in the prescribed format (**Appendix – 6**);
- Details of Applicant (**Appendix – 7**);
- Power of Attorney for signing of Bid in the prescribed format (**Appendix – 8**);
- If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (**Appendix – 9**);
- Certified copy of Memorandum and Articles of Association, of the Bidder (each member of Consortium) and Notorised copy of Certificate of Incorporation of all Consortium Member ;
- Bidder's duly audited balance sheet and profit and loss account for the preceding three years; 2011-12, 2012-13, 2013-2014;
- A copy of complete bid document & addendum if any along with draft Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

Proposal should contain information and all the details as prescribed in the RFP for bidder / each Member of the Consortium in specified formats alongwith all supporting document.

“Envelope 2: "Qualification Submissions”

- a) Technical Experience (**Appendix – 10**);
- b) Financial capacity (**Appendix – 11**);
- c) Soft Copy of all documents as mentioned in Envelope 1 & 2.

Proposal should contain information and all the details as prescribed in the RFP for bidder / each Member of the Consortium in specified formats alongwith all supporting document.

2.9.2 Envelope 3: **"Financial Proposal”**

The Bidder shall submit the Financial Proposal in the format specified at Appendix – 12 , and seal it in an envelope and mark the envelope as **"Envelope 3: Financial Proposal”**.

All the envelopes specified above shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

Bid for RFP for Selection of firm for Exclusive Marketing & Sales for Retail cum Commercial complex in CBD Sector 21 Naya Raipur.

- 2.9.3 It shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should also be indicated on the right hand top corner of each of the envelopes.
- 2.9.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- 2.9.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10 Deleted

2.10.1 Deleted

2.10.2 Deleted

2.11 Deleted

2.12 Deleted

2.13 REJECTION OF BIDS

The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.14 PERFORMANCE SECURITY

Performance Security: Rs. 33% of the Total Commission Fee.

Shall be retained by NRDA as Performance Security, which shall be returned after the end of the contract, without any interest and after deducting penalties, if any.

It shall be paid by the Successful bidder during the time of Signing of Contract.

SECTION III : EVALUATION PROCESS AND ELIGIBILITY CRITERIA

3.1 OPENING AND EVALUATION OF BIDS

- 3.1.1 Deleted
- 3.1.2 Envelop – 3 (Financial Bid) of the short listed Applicant only shall be opened after intimation of the date, time and venue of such opening in presence of Shortlisted Applicant or their representatives, who choose to remain present.
- 3.1.3 NRDA reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- 3.1.4 To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

3.2 TESTS OF RESPONSIVENESS

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) It is received as per format as per various **Appendix**.
 - (b) It is accompanied by EMD as prescribed.
 - (c) It is received by the Bid Due Date including any extension thereof.
 - (d) It is accompanied by the Power(s) of Attorney as specified in **Appendix**.
 - (e) It contains all the information (complete in all respects) as requested in this RFP.
 - (f) It contains information in formats same as those specified in this RFP;
 - (g) It is accompanied by the Memorandum of Understanding (for Consortium), specific to the Project.
 - (h) It does not contain any condition and
 - (i) It is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3.2.3 The Applicant's competence and capability is proposed to be established by the following parameters:
- (a) Financial Capability in terms of Turnover (the "Turnover"); and
 - (b) Technical Experience of Applicant

On each of these parameters, the Applicants would be required to meet the eligible criteria as detailed in this Section. The evaluation shall be carried out in terms Pass/Fail of the Applicants for both the above mentioned parameters separately. Only those Applicant(s) meeting all the criteria will be short listed for opening of Financial Bid.

3.3 ELIGIBILITY CRITERIA

The Applications are invited from Real Estate Consultants/ Real Estate Marketing Firms /Real Estate Developers meeting the following conditions shall be eligible to apply for the RFP.

3.3.1 A) FINANCIAL CAPABILITY:

Applicant should have a minimum average turnover of **Rs. 10 crore** in last three financial years (2013-14, 2012-13 and 2011-12).

FINANCIAL CAPABILITY		
Sr No.	Minimum Eligibility Criterion	Documentary Proof

1	Applicant should have a minimum Average Annual turnover of Rs. 10 crore from Commission fee through Sale/leasing of Real estate Project in last three financial years (2013-14, 2012-13 and 2011-12)	Audited Annual Accounts for last three financial years
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3.3.2 B) TECHNICAL EXPERIENCE:

The Applicant /Consortium should have following minimum experience :

(i) Should have undertaken a Exclusive Sales/Leasing of Residential/ Commercial/ Retail Project for minimum 1 lakh sq. meter Super Built up Area (in a single Project) OR Exclusive Sales/Leasing of Residential/Commercial/Retail Project of Minimum 2 Lakhs Sq. meter Cumulative Super Built up Area from not more than three projects during last five years as on date of issue of this RFP.

OR

(ii) Exclusive Sales/Leasing of a Residential /Commercial/Retail Real Estate project with minimum Project sale Proceeds of INR 300 crore (in a single Project) OR Exclusive Sales/Leasing of Residential/Commercial/Retail Real estate projects having cumulative Project sale Proceeds of INR 600 crores from not more than three Projects during last five years as on date of this RFP.

3.3.3 C) CONSORTIUM CONDITION:

1. Maximum number of two members allowed in a Consortium.
2. **Incase of a Consortium, the Combined strength of the Consortium Members shall be considered for meeting Financial capability.**
3. **Either of the member shall satisfy the Technical Eligibility criteria. Combines strength of consortium shall not be considered for satisfying technical eligibility.**

Note: Applicants/Consortium shall attach necessary supporting documents for consideration of Eligible Project.

List of Supporting Documents:

1. Financial: Turnover certificate by Statutory Auditor/Chartered Accountant.
2. Technical :
 - a) Client Experience certificate of Eligible project.
 - b) Statutory Auditor /Chartered Accountant certificate for Eligible project.
 - c) Work order/Agreement copy.

3.4 CRITERIA FOR EVALUATION OF BIDS

3.4.1 Evaluation parameters for Qualification Stage

3.4.2 Only those Bidders who meet the eligibility criteria specified in **Clauses 3.3.1 a and 3.3.2 b** above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.4.3 The Bidder's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

3.5 TECHNICAL CAPACITY FOR PURPOSES OF EVALUATION

3.5.1 The Bidder should furnish the details of Eligible Experience for the past 5 (five) years immediately preceding the Bid Due date.

3.5.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at **Appendix 10.**

3.6 FINANCIAL CAPACITY FOR PURPOSES OF EVALUATION

- 3.6.1** The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of a Consortium) for the preceding 3 (three) financial years from the Bid Due Date.
- 3.6.2** In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for the 3 years prior to the year for which the Audited Annual Report is not being provided.
- 3.6.3** The Bidder must establish a minimum Turnover specified in **Clause 3.3.1 a** and provide details as per format at **Appendix 11**.

3.7 SHORT-LISTING OF BIDDERS

- 3.7.1** In order to identify and select an entity for award of the Project, the Authority intends to carry out a single-stage competitive & integrated bidding process (the '**Bidding Process**'). The evaluation of the Bids would be carried out in two (2) mutually distinct and sequential stages. The first stage would be the qualification stage which would involve a test for responsiveness based on qualification criteria set forth herein. In the qualification stage, the qualification proposal comprising information of the Bidders on their technical capacity and financial capacity for undertaking the Project would be evaluated. Based on this stage, only those Bids that meet the technical capacity and financial capacity as set out in this RFP for the Project would be shortlisted / qualified for next stage of Financial Bid.

3.8 BID STAGE

- 3.8.1** In the Bid Stage, Financial proposals would be opened only for those Bidders who have been shortlisted in the Qualification Stage as per **Clause 3.3**
- 3.8.2** The Price Bids will be evaluated for the Project on the basis of the Lowest Bidder. The "**Lowest bidder**" shall be the Bidder who quotes in its price Bid **the Lowest percentage commission fee**.
- 3.8.3** Financial proposal is required to be furnished in the format at **Appendix-12** clearly indicating price bid both figures and words and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the price bid indicated in words shall be taken into account.
- 3.8.4** In the event that two or more Bidders quote the same amount of Commission fee (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.8.5** After selection, a Letter of Award (the "**LOA**"), shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed.

3.9 CONTACTS DURING BID EVALUATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/or their employees/ representatives on matters related to the Bids under consideration.

3.10 PRE-BID CONFERENCE

- 3.10.1** A Pre-Bid conference of the interested parties shall be convened at the office of CEO, Naya Raipur Development Authority, Naya Raipur, Chhattisgarh on date and time Interested parties shall contact persons given above for any change in the venue / date / time for the Pre-Bid Conference.
- 3.10.2** During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

3.10.3 The Bidder is advised, as far as possible, to submit the queries in writing or by fax or email and the same should be sent to the concerned Authority at least 2 (two) working days before the scheduled Pre-Bid conference.

3.11 TERMS AND CONDITIONS:

3.11.1 The Project shall be awarded for a exclusive marketing and sales of a Project initially for a period of 18 months and can be extended for a maximum of another 1 year subject to its Performance and on mutually agreed terms.

3.11.2 The Successful Bidder shall sell the Property as per the rates defined by NRDA from time to time.

3.11.3 Target: The Successful Bidder shall sell the Property of the worth 65 crores in a period of 18 months.

3.11.4 After the first quarter of appointment, the successful bidder has to achieve Quarterly sale Target or the Cumulative Quarter Target as mentioned below:

3.11.5 Quarterly Targets shall be:

Quarter	Quarterly Target-Property worth to be sold	Cumulative Quarter Target
1	Nil	Nil
2	8 Crore	8 crore
3	10 Crore	18 crore
4	12 Crore	30 crore
5	15 Crore	45 crore
6	20 Crore	65 crore

3.11.6 Disposal of space to the Govt. offices/PSU's shall be the responsibility of NRDA. And no fee shall be payable to the successful bidder for such disposal of space.

3.11.7 The Tentative Floor wise Selling Price for the first six months is as follows

S.No	Floor	Selling Price
1	Ground Floor	6800
2	First Floor	5500
3	Second Floor	4000
4	Third Floor	4000
5	Fourth Floor	4000
6	Fifth Floor	4000
7	Sixth Floor	4000

Note: The said rates are likely to be changed as per the discretion of NRDA.

3.11.8 The Consultant shall have the liberty to change the internal/Partition wall in the floor plan based on the requirement of the buyer subject to the structural stability of the building is intact.

3.12 NRDA Obligations:

All the clearances from Nagar Nigam and T&C shall be NRDA Obligations. On time completion of construction.

3.13 Responsibility of Successful bidder towards Marketing of Project

The complete Marketing, Branding, and Advertisement has to be done by successful bidder and all the cost towards the same has to be borne by the Successful bidder However NRDA shall pay additional 20% of the Commission fee towards the marketing cost incurred by the successful bidder. However it shall be paid on quarterly basis on a Proportionate basis of the Quarterly target achieved.

3.14 Penalty

After the first quarter of appointment, the successful bidder has to achieve Quarterly sale Target or the Cumulative Quarter Target as mentioned above. Failing which a Penalty of 50% of the commission fees of unsold target value shall be levied

3.15 Payment Schedule:

3.15.1 The Exclusive Marketing Consultant shall be paid 50% of commission fee on Booking and

RFP for Selection of Firm for Exclusive Marketing and Sales of Retail cum Commercial Complex in CBD Area, Sector 21 at Naya Raipur remaining on the Proportionate basis of the Payment received.

3.15.2 NRDA shall pay 20% of the commission fee to the successful bidder towards the marketing cost incurred by him. However it shall be paid to the successful bidder on quarterly basis on a Proportionate basis of the Quarterly target achieved.

SECTION IV : Scope of Services of Exclusive Marketing & Sale Consultant.

4.1 Scope of Services

- 4.4.1 Marketing Strategy with Quarterly expenditure on Marketing, Branding and Advertisement to be prepared.
- 4.4.2 Marketing and Advertisement cost to be borne by the Successful bidder.
- 4.4.3 Disposal of the Property.
- 4.4.4 MIS Reports and Documentation of the customer with payment details. Submission of all booking application forms along with relevant documents and cheque/draft towards booking amount in the office of Naya Raipur development authority at Naya Raipur
- 4.4.5 List of target customers (Data sheet) in each quarter.
- 4.4.6 Brochure
- 4.4.7 Specimen of agreements to be executed with intending investors/buyers to be prepared
- 4.4.8 Quarterly report to be prepared by the Successful bidder for the following:
 - i.* Media /Brand management: Planning & execution through online and offline communication techniques handling mass media communication including TV, Print, Online, Outdoor & other ATL & BTL activities ensuring high brand visibility.
 - ii.* Planning & Designing of Marketing Budgets & providing relevant inputs in structuring marketing strategies to enhance brand building. To track actual spends and ensure costs are within the overall budget allocated.
 - iii.* Project Management: Creation and delivery of effective and efficient direct marketing programs, all marketing collateral development & marketing campaigns.
 - iv.* Generate & analyze leads through Print Media, Events (National & International), SMS Campaign, Email Campaign & Digital Marketing in terms of conversions and fine tune the campaigns & investments accordingly
 - v.* Corporate communication Manage and maintain cordial relationships with both internal and external stake holders
 - vi.* Assist NRDA on corporate website and provide inputs to its continual design and content
 - vii.* Co-ordinate with PR, Ad, Digital & Media agencies for all requirements for developing diverse media campaigns across all projects.

ANNEXURES OF FORMATS

Appendix - 1

CHECKLIST FOR SUBMISSION OF RFP

No.	Enclosures to the RFP	Status (Submitted/ Not Submitted)	Comments, if any
1.	Envelop 1, 2 & 3 – All put it one Envelop.		
2.	Document fee Rs. 5,000/- in the form of Bank Draft payable to CEO, Naya Raipur Development Authority of a bank at Raipur.		
3	Checklist for submission of RFP (Appendix – 1);.		
4	MOU for consortium (Appendix – 2);.		
5	Letter comprising the bid (Appendix – 3);.		
6	Declaration (Appendix – 4 & 5);.		
7	EMD in the prescribed format (Appendix – 6);		
8	Details of Applicant (Appendix – 7);.		
9	Power of Attorney for signing of Bid in the prescribed format (Appendix – 8);		
10	If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – 9);		
11	Technical Experience (Appendix – 10) with supporting document.		
12	Financial capacity (Appendix – 11) with supporting document.		
13	Certified copy of Memorandum and Articles of Association, of the Bidder (each member of Consortium) and Notorised copy of Certificate of Incorporation of all Consortium Member ;		
14	Bidder's duly audited balance sheet and profit and loss account for the preceding three years; 2011-12, 2012-13, 2013-2014;		
15	A copy of complete bid document & addendum if any along with draft Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.		
16	Any other information as required in RFP.		

Appendix - 2

FORMAT FOR MEMORENDUM OF UNDERSTANDING (MOU) FOR CONSORTIUM

(On Non judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this _____ day of _____ 2010 at _____ Among _____ (hereinafter referred as "____") and having office at _____, India **Party of the First Part** And _____ (hereinafter referred as "____") and having office at _____, India **Party of the Second Part** The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS Naya Raipur Development Authority has invited Request for Proposal (RFP) from entities interested in Exclusive Marketing and Sales of Retail cum Commercial Complex in CBD Area, Sector 21 at Naya Raipur for a specific Period.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. M/s. _____ shall be the Lead Member of the Consortium for all the purposes of the Project as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its name and on its behalf, that is to say:
 - a. To act as the Lead Member of the Consortium for the Purposes of the Project;
 - b. In such capacity, to act as the Consortium's official representative for submitting the RFP and subsequent Bids comprising Capability Statement, Technical and Financial Bid for the Project and other relevant documents in connection therewith.
 - c. To sign all the necessary documents for the RFP and Bids, including offers, papers, testimonials, statements, undertakings, applications, representations and correspondence necessary and proper for the purpose aforesaid;
 - d. To tender documents, receive and make inquiries, make the necessary corrections and clarifications to all the documents, as may be necessary;
 - e. To represent the Consortium at meetings, discussions, negotiations and presentations with DoT/GTPDCL, Competent Authorities, their Advisors and other Project related entities;
 - f. To receive notices, instructions and information for and on behalf of the Consortium.
 - g. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.
2. Deleted.
3. Deleted.
4. Deleted.
5. That the Parties shall carry out all responsibilities in terms of the agreement.
6. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of the Member	Type of Member	Roles & Responsibilities

7. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the agreement to be executed on award of the Project.

8. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
9. That this MoU shall be governed in accordance with the laws of India and courts in Raipur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. Seal and Signature of the authorised signatory of First Party

2. Seal and Signature of the authorised signatory of Second Party

Witness:

1. First Party

2. Second Party

Appendix - 3

Letter Comprising the Bid (On the Letterhead of the Applicant)

Dated:

To,

The Chief Executive Officer (CEO)
Naya Raipur Development Authority
First Floor, Utility Block Near Mahanadi Bhavan,
Capital Complex, Sector-19,
Naya Raipur-492 002, Chhattisgarh

Sub: Bid for the Selection of Firm for Exclusive Marketing and Sales of Retail cum Commercial Complex in CBD Area, Sector 21 at Naya Raipur.

Dear Sir

With reference to your RFP document dated *****, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices and Annexures is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Turnover criteria and meet(s) the requirements as specified in the RFQ cum RFP document and are/ is qualified to submit a Bid.

10. I/ We declare that we/any Member of the Consortium, are/ is not a Member of a/any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. Deleted.
16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.
17. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of .
19. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / is not awarded to me/us or our Bid is not opened.
20. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided in the RFQ-cum-RFP enclosed.
21. I/ We hereby confirm that we are in compliance of/ shall comply with the requirements of **Selection of Firm for Exclusive Marketing and Sales of Retail cum Commercial Complex in CBD Area, Sector 21 at Naya Raipur.**
22. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
23. I/we are applying for this RFP as Single Bidder/Consortium with.....(name of all consortium members) (Strike out whatever is not applicable).
24. I/We certify that in terms of the RFP, my/our Average Annual Turnover from Property sales fee is Rs. (Rupees_____ in words).
25. We agree and undertake to be jointly and severally liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFQ cum RFP document.

Yours faithfully,
(Signature of the Authorised Signatory)

Date:

Place:

(Name and designation of the Authorised signatory)
Name and seal of Bidder/Lead Firm.

**Enclosure: 1. All enclosure of Envelop – "1" & "2".
2. Financial Bid in Separate Envelop – "3"**

Appendix - 4

IMPORTANT INSTRUCTIONS TO TENDERER WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEBSITE

The Tenderer who have down loaded the TENDERS from the web, should read the following important instructions carefully before actually quoting the rates and submitting the TENDER documents:-

1. The Tenderer should see carefully and ensure that the complete TENDER document as per the index given.
2. The printout of TENDER document should be taken on A4 paper only and the printer settings etc are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
3. The Tenderer should ensure that no page in the down loaded TENDER document is missing.
4. The Tenderer should ensure that all pages in the down loaded TENDER document are legible and clear and are printed on a good quality paper.
5. The Tenderer should ensure that every page of the downloaded TENDER document is signed by Tenderer with stamp (seal).
6. The Tenderer should ensure that the down loaded TENDER document is properly bound and sealed before submitting the same.
7. The Tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the TENDER document submitted and it is identical to the TENDER document appearing on Web site.
8. The Tenderer should read carefully and sign the declaration given on the next page before submitting the TENDER.
9. The cost of TENDER should be submitted along with the EMD as detailed in NIT.

CEO, NRDA

Appendix - 5

DECLARATION for Downloaded Tender

(TO BE GIVEN BY THE TENDERER WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEBSITE)

It is to certify that:

1. I / We have submitted the Tenders in the Performa as downloaded directly from the Website and there is no change in formatting, page numbering etc.
2. I / We have submitted tender documents which are same / identical as available in the website.
3. I / We have not made any modifications / corrections / additions /deletions etc. in the tender documents downloaded from web by me / us.
4. I / We have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear and legible.
5. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
6. I / We have sealed the tender documents by Wax /Adhesive tape properly before submitting the same.
7. I / We have submitted the cost of tender along with the EMD and all Credentials.
8. I / We have read carefully and understood the important instructions to all Tenderers who have downloaded the Tenders from the web.
9. In case at any stage later, it is found that there is difference in my/our downloaded tender documents from the original, NRDA shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
10. In case at any stage later, it is found that there is difference in my/our downloaded tender documents from the original, the Tender / work will be cancelled and Earnest Money / Performance guarantee/ Security Deposit will be forfeited at any stage whenever it is so noticed. NRDA will not pay any damages to me / us on this account.

Dated:
Address:
Phone No:

(Tenderer)

Sign with seal

Appendix - 6**Format of Bank Guarantee for Earnest Money Deposit (EMD)**

B.G. No.

Dated:

1. In consideration of you, Chief Executive Officer, Naya Raipur Development Authority, having its office at Capitol Complex, Sector-19, Naya Raipur – 492002, Chhattisgarh (hereinafter referred to as the “NRDA”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of and having its office at _____ and acting on behalf of the Tendered (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), "**Selection of Firm for Exclusive Marketing and Sales of Retail cum Commercial Complex in CBD Area, Sector 21 at Naya Raipur**", Naya Raipur (hereinafter referred to as “the Project”) pursuant to the Tender Document no. Dated..... issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tender Documents”), we [*Name of the Bank*] having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Tenderer, do hereby in terms of the Tenderer Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the NIT Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of Rs _____/- (Indian Rupees only) as Earnest Money Deposit (hereinafter referred to as the “Earnest Money Deposit”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Tender Documents.
2. Any such written demand made by NRDA stating that the Tenderer is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of NRDA is disputed by the Tenderer or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Tenderer to fulfill and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Indian Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred and forty) days from the Tender Due Date or for such extended period as may be mutually agreed between NRDA and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that NRDA shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of NRDA that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
7. In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to NRDA, and the Bank shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Tenderer or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for NRDA to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. The Bank Guarantee number_____, dated shall be operative at Raipur/ Naya Raipur and if invoked, be encashable at (name of bank and its branch in Raipur/ Naya Raipur and branch code).

Signed and Delivered by

By the hand of Mr./Ms_____, its____and authorized official.

(Signature of the Authorised Signatory)
(Official Seal)

Appendix - 7

Details of Applicant (On the Letter Head of the Applicant / Lead Member for each member of consortium)

1.
 - (a) Name of Applicant
 - (b) Address of the registered and corporate office(s)
 - (c) Date of incorporation and/or commencement of business
 - (d) Company Registration no.
 - (e) Location of Branches

2. Details of individual(s) who will serve as the point of contact / communication for NRDA with the Applicant:
 - i. Name :
 - ii. Designation :
 - iii. Company/Firm :
 - iv. Address :
 - v. Telephone number :
 - vi. E-mail address :
 - vii. Fax number :
 - viii. Mobile number :

Note:

Notarised copies of following documents to be enclosed:

- i. PAN
- ii. Certificate of incorporation and commencement of business OR certificate of registration

Signature of Applicant

Appendix - 8

Power of Attorney for Signing of Bid

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms(Name), son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of "**Selection of Firm for Exclusive Marketing and Sales of Retail cum Commercial Complex in CBD Area, Sector 21 at Naya Raipur**" as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the proposed or being developed by Naya Raipur Development Authority (the "**Authority**") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____ (Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Appendix - 9

Format for Power of Attorney for Lead member of Consortium

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

POWER OF ATTORNEY

Whereas Naya Raipur Development Authority, Naya Raipur, India (“the Authority”) has invited applications from interested parties for **Selection of Firm for Exclusive Marketing and Sales of Retail cum Commercial Complex in CBD Area, Sector 21 at Naya Raipur (“the Project”)**. Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP), and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, and _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 20**

For _____

(Signature)

(Name & Title)

For _____

(Signature)

(Name & Title)

Witnesses:

1.
2.

Accepted

Signature of the Authorised Signatory of the lead member

Notes:

- *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.*
- **Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.**
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries conforming Apostille certificate.*

Appendix – 10

Format for Experience Services provided by the firm

(To be filled for each service provided)

1	Name of the client whom the service provided	
2	address phone, email of Client	
3	Real Estate Consultant/Marketing firm/Developer	
4	Brief Description of Project: 1.Project name and Location. 2.Built Up Area 3. Project Sale Proceeds. 4.Start of the Project 5. Completion date.	
5	Name of Associated Firm(s) if any :	
6	Value of Services:	

Signature of the Authorized Signatory

Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address, Seal & Membership No. of Independent Auditor

Note: Supporting Document without which the above experience shall not be considered for evaluation.

- a) Client Experience certificate of Eligible project.
- b) Statutory Auditor /Chartered Accountant certificate for Eligible project.

Appendix - 11**Financial Capacity of the Bidder**
(For each member of the Consortium)**Turnover Related Data****Name of Applicant**

Year	Turnover (In Rs Cr)
2011-12	
2011-12	
2013-14	
Average Annual Turnover for the past 3 Years	

Signature of the Authorized Signatory

Seal of the firm

This is to certify that the above information of M/s has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

Signature, Address, Seal & Membership No. of Independent Auditor

Note:

1. *In case of Applicant being a Consortium, the above data shall be submitted for the Lead Member and all the other members.*
2. *The Sole Applicant /Consortium shall submit Audited Annual Accounts of the Lead Member and each of the Other Members in support of the financial data.*
3. *The above data must be submitted for all Consortium Members or Sole Applicant as the case may be duly certified by Statutory Auditor.*

Financial Proposal to be submitted in Separate Envelope

(Envelope - 3)

Appendix – 12

Format for Financial Proposal

(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Applicant]

.....
.....
.....
.....

To

The Chief Executive Officer (CEO)
Naya Raipur Development Authority
Mantralaya, Near Mahanadi Bhavan,
Capital Complex, Sector-19,
Naya Raipur 492 002, Chhattisgarh

Sub: Selection of Firm for Exclusive Marketing and Sales of Retail cum Commercial Complex in CBD Area, Sector 21 at Naya Raipur.

Dear Sir,

We, the undersigned, having gone through this RFP document and Draft Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the services for the above in accordance with your RFP.

Our Financial Proposal is _____% of the Selling Price as Commission fee.
(Service tax is inclusive as applicable and also other taxes and duties are inclusive).

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Seal of Firm:
Address

**RFP for Selection of Firm for Exclusive
Marketing and Sales of Retail cum
Commercial Complex in CBD Area, Sector
21 at Naya Raipur**

Volume-II

General Condition of Contract

(DRAFT SERVICE AGREEMENT)

January 2015

General Condition of Contract

1. GENERAL

1.1. Definitions and Interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a. "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b. "Agreement" means this Agreement, together with all the Annexure;
- c. "Brokerage/Commission" shall have the meaning set forth in Clause 6.2;
- d. "Confidential Information" shall have the meaning set forth in Clause 3.3;
- e. "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of the Agreement;
- f. "Dispute" shall have the meaning set forth in Clause 10.2.1;
- g. "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h. "Government" means the Government of Chhattisgarh; or Govt. of India as the case may be.
- i. "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- j. "Personnel" means hired by the Consultant or by any Sub- Consultant as employees and assigned to the performance of the Services or any part thereof;
- k. "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l. "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- m. "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- n. "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.
- o. "Authority" means CEO, NRDA, Naya Raipur
- p. "Firm" means Marketing firm appointed by NRDA, Naya Raipur.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexure of Agreement;
- c. RFP; and
- d. Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Firm shall be as set forth in the Agreement; in particular:

- a. The Firm shall carry out the Services in accordance with the provisions of the Agreement; and
- b. The Authority shall make payments to the Firm in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Raipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Firm , be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Firm Representative set out below in Clause 1.10 or to such other person as the Firm may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Faridabad [*name of the place where the Consultant has its registered office*] may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile firm may from time to time designate by notice to the Authority;
- b. in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the firm ; provided that if the firm does not have an office in Raipur it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8. Location

The Services shall be performed by the firm in accordance with the provisions of RFP and at such locations as decided by the authority time to time, including the offices of the firm ..

1.9. not use

1.10. Authorized representatives

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the firm , as the case may be, taken or executed by the officials specified in this Clause 1.10.

1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

ATTN. OF:	Amit Katariya
DESIGNATION	Chief Executive Officer
ADDRESS :	Naya Raipur Development Authority Mantralaya, Near Mahanadi Bhavan, Capital Complex, Sector-19,Naya Raipur 492 002, Chhattisgarh
PHONE	+ 91 771 2511500
WEBSITE :	www.nayaraipur.gov.in
E-MAIL ADDRESS:	ceo@nayaraipur.com

The firm may designate one of its employees as firm Representative. Unless otherwise notified, the firm Representative shall be:

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the firm shall pay all taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Services

The firm shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the firm does not commence the Services within the period specified in Clause 2.2 above, the Authority may terminate the agreement by issuing not less than 2 (two) weeks' notice to the firm and declare this Agreement to be null and void.

2.4. Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the firm arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

2.6.1. Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6.2. However, modification in the Terms of Services may be made by NRDA at any stage by giving 30 days prior notice to the firm.

2.6.3. In case of delay caused due to any reasons except due to the default of firm, the period of service agreement may be extended with or without additional fees for which decision of the Authority shall be final and binding on all the parties

2.7. Force Majeure

2.7.1. Definition

a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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, earthquake, fire, explosion, storm, flood or other 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 such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement 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 Agreement.

2.7.3. Measures to be taken

a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

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 event not later than 14 (fourteen) days following the occurrence of such event,

providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time

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

2.7.5. **Deleted**

2.7.6. Consultation

Not later than 30 (thirty) days after the firm has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the firm, suspend all payments to the firm hereunder if the firm shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the firm to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the firm of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the firm, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. the firm fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the firm becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- d. the firm submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the firm knows to be false;
- e. any document, information, data or statement submitted by the firm in its Proposals, based on which the proposed client was considered eligible or successful, is found to be false, incorrect or misleading;
- f. The firm fails to perform the obligation under this agreement to the satisfaction of the Authority;
- g. as the result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- h. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Firm

The Firm may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. the Authority fails to pay any money due to the Firm pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within 45 (forty-five) days after receiving written notice from the firm that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Firm may have subsequently granted in writing) following the receipt by the Authority of the Firm's notice specifying such breach;
- c. as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d. The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 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 set forth in Clause 3.3 hereof, (iii) the Firm's obligation to permit inspection, copying and auditing of its accounts and records, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the firm 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 Firm and equipment and materials furnished by the Authority, the Firm shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Firm (after offsetting against these payments any amount that may be due from the Firm to the Authority):

- (i) Fee/Commission pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination; and
- (ii) except in the case of termination pursuant to sub-clauses (a) through (f) of Clause 2.9.1 hereof.,

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE FIRM

3.1. General

3.1.1. Standards of Performance

The Firm shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub- Agent or Third Parties.

3.1.2. Terms of Reference

The Terms of Services to be performed by the Firm are specified in the Terms of Services (the "TOR") at Volume1 of the RFP Document. The Firm shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Firm shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Agent, as well as the Personnel and agents of the Firm and any Sub-Agent, comply with the Applicable Laws.

3.1.4. Subject to other terms and conditions contained in this agreement, the Firm shall facilitate booking of spaces in said project of NRDA (details as mentioned in the RFP document.)

- i. For booking of space in said project at NRDA, Firm and its Agent OR Sub-Agents shall use only the application forms prepared by NRDA for this purpose. All persons who seek allotment in project at NRDA in said project shall have to opt for any of the payment plans offered by NRDA. All intending investor/customer shall have to submit application forms in formats provided by firm, sign terms and conditions attached with such application forms and shall further be required to execute such other agreements and other documents (in standard formats), as NRDA may demand from time to time.
- ii. Prior to booking any space in said project, Firm shall ensure that the application form is duly filed and signed by intending investor/customer and is supported by all the necessary documents which have been described in application form. Unsigned or incomplete applications may be rejected by NRDA in its sole discretion
- iii. Sale Price and Payment Plans for allotment of space in said project shall be declared by NRDA from time to time. Firm shall always keep himself informed about the prevalent Sales Price and Payment Plans and shall conduct bookings only at rates prevailing on the date of booking.

- iv. The Firm shall receive all payments from intending investor/customer only through cheques/drafts issued only in the favour of "CEO, Naya Raipur Development Authority" payable at Raipur/Naya Raipur.
- v. The Firm shall submit all booking application forms along with relevant documents and cheque/draft towards booking amount in the office of Naya Raipur development authority at Naya Raipur within twenty four hours of making the booking.
- vi. All bookings made by Firm shall be subject to acceptance thereof by NRDA and if rejects any booking, the Firm shall not be entitled to claim any benefit or commission on account of offering such booking.
- vii. The Firm shall get a commission of on the total sale consideration of the office/retail, space for which he procured the order/booking and the same shall be paid to him hereof.
- viii. All commissions/fee payable to Firm shall be paid on the effective sale price for allotment of spaces in said Project.
- ix. All commissions payable to Firm shall be inclusive of all present and future Taxes (including Service Tax) as applicable on such commissions.
- x. The NRDA shall not be liable to pay any interest on the amount of commission including on the ground of delay in payment hereof. .
- xi. Firm at his own cost shall conduct marketing activities for making bookings of spaces in said project. It is made clear that all marketing/branding matter (in any medium, whatsoever) must be approved by the NRDA prior to it being released to the general public.
- xii. Firm acknowledges that NRDA has supplied copies of all relevant documents containing terms and conditions, all payment plans and Firm has fully understood the contents of all these documents.
- xiii. Application forms and specimen of agreements to be executed with intending investors/buyers shall be prepared by NRDA.
- xiv. If any intending investor/buyer ever surrenders or seeks cancellation of his booking or seeks reduction of area booked by him, NRDA shall issue a 'No Objection Certificate' on the written request of the Firm. If such cancellations occurs due to default of NRDA obligations then the Firm shall not be responsible for such cancellations and it shall have the right to claim the commission fee for such property. Further, during the pendency of this agreement , if such cancellations is not due to default of NRDA obligations then NRDA shall recover the commission fee paid for the said property from Firm.
- xv. Firm shall not be entitled to execute any document of any nature whatsoever on behalf of NRDA. NRDA shall not be liable or responsible for any verbal or written commitment made by Firm either to the intending investor or to anyone else.
- xvi. Firm shall not issue or execute any receipt on behalf of NRDA and shall also not receive any communication for and/or on behalf of NRDA.
- xvii. Firm shall not make any misrepresentation with respect to said Projects to anyone.
- xviii. The Firm understands and agrees that the disposal of space in the said project shall be the responsibility of the NRDA for which NRDA shall also market the project. And no fees shall be paid to the Firm for the disposal of such space in the said project.

3.2. Conflict of Interest

- 3.2.1. The Firm shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. (Refer Annexure)
- 3.2.2. Prohibition of conflicting activities
Neither the Firm nor its Agent OR Sub- Agent nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:
 - (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
 - (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
 - (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- 3.2.3. Firm not to benefit from commissions discounts, etc.
The Fee/ Commission of the Firm pursuant to Clause 6 hereof shall constitute the Firm' sole Fee/commission in connection with this Agreement or the Services and the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Firm shall use its best efforts to ensure that any Agent OR Sub-Agent , as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.4. The Firm and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Consultant, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.2.5. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Firm is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Firm shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.6. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
 - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality

The Firm, its Agent Sub-Agent and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Firm, its Agent Sub-Agents and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Firm is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Firm, its Agent Sub-Agents and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Agent, its Sub-Agents and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Firm, its Agent Sub-Agents and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;

- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Firm or its Agent Sub-Agents or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Firm or its Agent Sub-Agents or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Firm

3.4.1. The Firm liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2. Firm liability towards the Authority

The Firm shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Firm or on the part of any person or firm acting on behalf of the Firm in carrying out the Services, the , with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Fee set forth in Clause 6.2. of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Firm to cover such a liability in accordance with Clause 3.5, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Firm liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Firm in carrying out the Services.

3.5. deleted

3.6. Firm action requiring the authority prior approval.

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

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (b) Any other action that may be specified in this Agreement.

3.7. Reporting obligations

The Firm shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8. Documents prepared by the Firm to be property of the Authority

3.8.1. All plans, specifications, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Firm shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Firm may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.8.2. The Firm shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

4. DELETED

5. OBLIGATIONS OF THE AUTHORITY

5.1. (a) Deleted

- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Payment

In consideration of the Services performed by the Firm under this Agreement, the Authority shall make to the Firm such payments and in such manner as is provided in Clause 6 of this Agreement. The payment shall be made in Indian Rupees.

5.2.1 NRDA may at its own discretion and as per its policies offer to share the cost of marketing as outlined below, provided such activities and costs thereof have been pre-approved in writing. NRDA Will pay 20% of the total commission fee towards the marketing cost incurred by the second party on proportionate basis of the quarterly targets achieved.

5.3. Access to land and property

The Authority warrants that the firm shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services;

6. PAYMENT SCHEDULE TO THE FIRM

6.1. Deleted

6.2. Brokerage/Commission

6.2.1 the Firm shall get a commission @ -----% on the total sale consideration of the Each office/retail, space for which he procured the order/booking and the same shall be paid to him as under:-

- i. on receiving the booking amount : 50% of the total commission fee.
- ii. Balance payment: Proportionate basis of the payment received
- iii. on completion of contract: Balance dues as per the percentage of the target achieved.

6.2.2 Deleted

6.3. Currency of payment

All payments shall be made in Indian Rupees. The Firm shall be free to convert Rupees into any foreign currency as per Applicable Laws, at their cost

7. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES

7.1. Performance security

7.1.1. Deleted.

7.1.2. Not use

7.2. Liquidated Damages

7.2.1. Liquidated Damages for delay

In case of delay in submission of any deliverable, as specified in this agreement and RFP , liquidated damages, not exceeding an amount equal to 1% (One percent) of the Fee/commission per day , subject to a maximum of 20% (twenty percent) of the Consultancy Fee, shall be imposed and shall be recovered from the payments due or by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted by the Authority

7.2.2. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, beyond that as specified in Clause 7.2, warning may be issued to the Firm for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action as detailed below including debarring for a specified period may also be initiated.

If major deficiency is significant nature in the services are observed, an additional levy of compensation up to a maximum of 5% of the fee/commission shall be made on the Firm . In this regard, the decision of chairman NRDA, Naya Raipur shall be final binding.

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 Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

9. OTHER CONDITIONS

9.1 In the event the Authority desires the Firm to perform such additional services which are not within the Terms of Reference as specified. The Firm shall agree to perform such Additional Services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

9.2 The Authority shall provide to the Firm documents/ information/ reports as may be required by the Firm to enable it to provide the Services. The Authority undertakes and agrees to furnish to the Firm from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/available with the Authority.

9.3 Not use

10. SETTLEMENT OF DISPUTES

10.1. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

10.2. Dispute resolution

10.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

10.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the **Chief Executive Officer NRDA**, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4.

10.4. Arbitration

10.4.1. Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration appointed by NRDA, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

10.4.2. The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

10.4.3. Not use

10.4.4. Not use

11. APPLICABLE LAWS

The procedure of selection of Firm as well as the agreement made on the basis of this RFP shall be governed by Indian laws as applicable in India and in the State of Chhattisgarh.

(See Clause 3.2)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 3.2 of the Agreement and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for the Authority.
 - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should Proposal for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition.

As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

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