

Request for Proposal

For

Selection of firm for setting up a PMU in NRDA by deploying skilled personnel for assisting in estate management of Naya Raipur, Chhattisgarh

RFP No.: 730/Estate/NRDA/2013 Raipur, dated 08/02/2013



NAYA RAIPUR DEVELOPMENT AUTHORITY

Near D.K.S.Bhawan, Ghadi Chowk, Raipur 492 001, Chhattisgarh

Tel No: + 91 771 4066011; Fax No.: +91 771 4066188 Website: www.nayaraipur.com,

E-mail: ceo@nayaraipur.com, psc@nayaraipur.com

SECTION - 1 DISCLAIMER

1. The information contained in this Request for Proposal ("RFP") document provided to the Bidders(s), by or on behalf of Naya Raipur Development Authority (NRDA) or any of its employees or advisors, is provided to the Bidders (s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RFP document is to provide the Bidders (s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for NRDA, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. NRDA, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

NRDA may, in its absolute discretion, but without being under any obligation to do so, modify the RFP update, amend or supplement the information in this RFP document, by publishing the same on its official website www.nayaraipur.com.

SECTION -2: Schedule of Bidding Process

The schedule of events during the Bidding Process shall be as follows -

Sr. No	Event Description	Date
1	Last date of receipt of queries	18.02.13
2	Pre Bid Meeting	Time: 11:45 am Date: 18.02.13 Venue: NRDA Office Near D.K.S.Bhawan, Ghadi Chowk, Raipur
3	Last Date of submission of Proposal (Proposal Due Date or PDD)	05.03.13 up to 16:00 Hours
4	Opening of Proposals	At 17:00 Hours or thereafter on Proposal Due Date
5	Opening of Financial Proposals	To be initiated later

SECTION – 3: INSTRUCTIONS TO BIDDERS

1. NRDA invites proposals from reputed and experienced firms, having experience in providing services to assist NRDA in estate management of Naya Raipur, through deployment of dedicated prescribed resources of specified qualification and experience at the location desired by NRDA in Raipur / Naya Raipur. Proposals shall be submitted by single entity / firm only. Association / consortium / joint venture of firms / entities shall not be eligible to submit proposals.
2. NRDA intends to select and appoint a consultant who will be responsible for setting up a Team of resources to be stationed at Naya Raipur/Raipur for providing services to assist in Estate Management System through this RFP for the services described in the scope of work annexed as Appendix I. The broad scope of services is set out hereunder.
3. **Broad scope of work**
 - i. Estate management system is intended to be designed in a manner to integrate the data from the stage of procurement of land in the form of *khasra*, to the stage of disposal, which would be in the form of plots after the construction of roads and other urban infrastructures, along with social and recreational spaces.
 - ii. It is intended to integrate all the data from various stages of procurement and development only after correcting and validating the data.
 - iii. Validation of all land related data at site from land procurement records and based on that create different layers with related attributes for land use, land disposed off etc., after ground truthing of the land data through co-ordinates at every stage.
 - iv. Transfer the entire data to GIS based software
 - v. Tracking of procurement management disposals of land (done through sale, compulsory land acquisition, exchange deed, government transfers
 - vi. Integrate the land related payments with the land disposal data, like lease premiums, lease rentals, concession fee, license fee, rents and other receivables revenues as per applicable laws etc.
 - vii. Prepare a complete list of assets of NRDA, prepare a data base mentioning date of procurement, installation, location of various assets, their users, maintenance responsibility, life cycle duration and such other similar parameters.

The detail scope of work is given in the scope of work in Annexure I

4. **Services**

The consultant shall provide the services of a team of experts and support staff with skills and experience commensurate with the task requirements to operate from approved location in Naya Raipur, as per the terms of reference set out in the RFP. The minimum requirement of the expertise to be stationed in Naya Raipur/Raipur is given in **Appendix F**.

5. **Minimum Eligibility Criteria**

A. Technical Criteria:

The bidder should have work experience in minimum 1 project in last 7 years, preceding date of publication of this RFP, in at least one of the following activities:

- (i) Provided estate management services to one of the municipal corporations or development authorities or any state or central government department in India
- (ii) Provided services related to preparation, development and operation of software enabled land procurement management system for an area having or designed for minimum population of One Lac (1,00,000) in one of the municipal authorities or development authorities or any state or central government department for a town in India.

6. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified

7. **Bid process**

A. NRDA intends to adopt a single stage bidding process for selection of Technical Consultant for the Assignment. Least Cost based method as set out in section 4 of the RFP shall be adopted for selection of the Consultant. The Technical Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document. The financial proposals of those bidders, whose technical proposals receive scores of 70 or more marks, shall only be opened and evaluated.

B. The Successful Bidder is required to enter into a Service Agreement with NRDA and the draft of the same is set out in **Appendix J**. The fees shall be paid to the Successful Bidder by NRDA in the manner as set out in the Draft Service Agreement.

- (i) At any time prior to the Proposal Due Date, NRDA may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addenda, or amendment.
- (ii) The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (Proposal Validity Period). NRDA reserves the right to reject any Proposal, which does not meet this requirement.

8. **Earnest Money Deposit (EMD)**

- 8.1 Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.15,000/- (Rs. Fifteen Thousand only) in the form of a Demand Draft of any Scheduled Bank of India, payable at Raipur, in favour of Chief Executive Officer, NRDA.
- 8.2 EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Service Agreement between NRDA and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon completion of the Service services.
- 8.3 EMD shall be forfeited in the following cases:
 - i. if any information or document furnished by the Bidder is found to be misleading or untrue in any material respect; and
 - ii. if the successful Bidder fails to execute the Service Agreement within the stipulated time or any extension thereof provided by NRDA.

9. **Performance Security**

An amount of Five percent shall be deducted from each payment made to the Consultant during the first year of service and retained as Performance Security which shall be returned after satisfactory completion of the service. In case the service is continued for further period, no deduction shall be made on account of performance security but the retained amount shall be refunded after the satisfactory completion of the service.

- 10. The roles, responsibilities and scope of services are set out in the **Appendix I** and team composition, minimum qualification and experience of the team members are set out in the

Appendix F. The scope of work may be extended/ reduced on mutually agreed fees, terms and conditions.

The holidays, working hours and the timings for working days shall be in accordance with those prevailing in NRDA. However, as the services are of such nature that the team members may be required to work during holidays, compensatory holidays/special leave may be decided on mutual consent on quarterly basis. For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 18 working days in a year or more than 7 working days at one time in exceptional cases, the consultant shall deploy a personnel of equal or higher qualification and experience at Raipur under intimation to the CEO, NRDA. In the event of the failure of the consultant to do so, a pro-rata deduction in the fees per working day for the member remaining absent, together with additional deduction of 1% (one percent) of monthly fee, shall be made from the payment due.

11. **Period of Service**

The duration of the services shall be 3 (Three) Years. Enhancement of 10 (Ten) percent of fees, after satisfactory completion of services of a complete year, shall be made in each year on previous year's fees. The duration may be extended for a further period of 2 (Two) Years. However, NRDA shall have right to review the performance of the consultant and if NRDA is not desirous of continuation of the services of the consultant on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the agreement by giving notice of 30 days and providing reasonable opportunity to be heard. In such a case of termination, the consultant shall only be entitled to receive the fees due till the date of notice but no other claim on any ground shall be allowed.

12. NRDA or the consultant may terminate the agreement by giving the termination notice of three months in advance.

13. **Clarifications**

A prospective Bidder requiring any clarification on the RFP document may notify NRDA in writing to the address as specified in the RFP. The Bidders should send in their queries latest by the **Last Date for Receiving Queries** mentioned in the Schedule of Bidding Process. NRDA may, on its own discretion; forward its responses to all the Bidders. Responses would include a description of the enquiry without identifying its source at its sole discretion.

14. Format, Submission & Signing of Proposal

The Bidder 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 the following:

14.1. Part I Submission

- a. Covering letter in the format set out in **Appendix A**
- b. Details of the Bidder in the format set out in **Appendix B**
- c. Power of Attorney as per **Appendix C**, authorising the signatory of the Proposal to submit the proposal.
- d. Technical Proposal comprising
 - i. Project Data Sheets in the format set out in **Appendix D**, with supporting proof
 - ii. Approach and methodology in **Appendix E**
 - iii. Qualifications and competence of the key professional staff at the back office and the Team Leader to be deployed at Raipur in **Appendix F**
 - iv. Earnest Money Deposit

14.2. Part II Submission

- a. Financial proposal in the format as set out in **Appendix H**.
 - i. The Financial Proposal shall be quoted as a monthly lump sum fixed amount which shall be payable to the consultant for the CONSULTANT under the agreement. It shall be inclusive of the Cost to Company expenses of the experts and employees proposed to be deployed and related to CONSULTANT including all taxes, office equipments, automation, consumables, overheads, profit etc, except the service Tax which shall be reimbursed by NRDA as per actual, on submission of receipt of payment of such service tax and cess.
- b. The expenses on account of travel in connection with the CONSULTANT by the team members will be paid by NRDA provided that the travel is made with the prior written approval of NRDA or when the travel has been made as per the written instruction of NRDA. However, the eligibility for the travel would be Economy Class air fare or AC 2-

Tier for travel, for the Team Leader, as may be approved by CEO, NRDA and a lump sum of Rs. 5000/- per day for out of pocket expenses on lodging, boarding and local travels etc. For other members of the team, the eligibility for the travel and per diem as would be approved by the CEO, NRDA. The day for the purpose of the lump sum payment shall be reckoned as a block of 24 hours from the time of commencement of travel to the completion of travel. However, more than 12 hours shall be taken as one block and less than 12 hours shall be ignored for this purpose.

- c. NRDA shall, at its cost and expense, provide to the CONSULTANT staff the facilities such as Suitable work-place, furniture, water and electricity.
 - d. Software for documentation, planning and implementation, Desktops/ Laptops with internet connection Telephone/ Fax, printer, scanner, photocopier, stationery, other office consumable etc. at approved location, shall be provided by the consultant, at its cost, for delivering services successfully.
 - e. The consultant shall make available vehicle for its team, at its cost, for any local travel required or for the site visits, as and when required.
 - f. The Financial Proposal shall be inclusive of all taxes (except Service Tax and cess), surcharges, out of pocket expenses, cost of local travel, including cost of vehicle, cost of communication (telephone, mobile, fax, internet etc.) cost of computers, office equipments, software, office consumables, which shall be incurred by the consultant towards travel, office operation, documentation and communication, except those agreed in the RFP. However, the Financial Proposal shall not include Service Tax, Cess, Surcharge levied on it which shall be paid extra by NRDA at the prevailing rate. Income tax, as applicable, shall be deducted at source from every payment towards fees.
- 14.3. The Bidder shall seal the Part I Submission and the Part II Submission separately in two separate envelopes, duly marking the envelopes as “**PART I SUBMISSION**” and “**PART II SUBMISSION**”. These envelopes shall then be sealed in a single outer envelope.
- 14.4. The Proposal shall be typed or written in indelible ink and each page shall be initialled by the authorised signatory of the Bidder. All the alterations, omissions, additions, or any

other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

- 14.5. The Bidder shall prepare (1) one original in hard copy and (1) duplicate of the Part I submission of Proposal in soft version in CD Rom in PDF format clearly marked "ORIGINAL" (Hard Copy) and "Soft Copy" respectively. In the event of any discrepancy between the original and the soft copy, the original shall prevail.

15. Sealing and Marking of Proposal

- 15.1. The Bidder shall seal the original and soft copy of the Part I submission of the Proposal and Part II submission in separate envelopes, duly marking the envelopes as "ORIGINAL" and "SOFT COPY". The envelopes shall then be sealed in a single outer envelope.

- 15.2. Each of the envelopes, both outer and inner, must be super scribed with the following information:

- a. Name and Address of Bidder
- b. Contact person and phone numbers
- c. **"Selection of firm for setting up a PMU in NRDA by deploying skilled personnel for assisting in estate management of Naya Raipur, Chhattisgarh"**

- 15.3. All envelopes shall be addressed to:

The Chief Executive Officer

NAYA RAIPUR DEVELOPMENT AUTHORITY

Near D.K.S.Bhawan, Ghadi Chowk, Raipur - 492001. Chhattisgarh

Ph: 0771 – 4066011 Fax: 0771 – 4066188, Website: www.nayaraipur.com

E-mail: ceo@nayaraipur.com / psc@nayaraipur.com.

The envelope containing the proposals can be delivered by Courier/Registered Post/Speed Post/Hand delivery at NRDA office on or before the Bid due Date. Proposals received after due date/time shall not be considered.

- 15.4. 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.
- 15.5. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- 15.6. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - b. received all such relevant information as it has requested from NRDA; and
 - c. made a complete and careful examination of the various aspects of the services to be provided.
- 15.7. NRDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

16. Proposal Due Date

- 16.1. **Proposals** should be submitted before 16:00 hours IST on Proposal Due Date as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- 16.2. NRDA may, in exceptional circumstances, and at its sole discretion, extend Proposal Due Date by issuing a corrigendum, which will be published only in website of NRDA (www.nayaraipur.com).

17. Opening of Proposals and Clarifications

- 17.1. NRDA would open the Part I Submission of the Proposals on the proposal due date for the purpose of evaluation. Only those proposals will be opened which will be received within Proposal Due date and Time or extension thereof. The Part II Submission of the short-listed Bidders only shall be opened after intimation of the date, time and venue of such opening, in presence of Bidder s or their representatives, who choose to remain present.

- 17.2. 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.

- 17.3. To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

SECTION – 4: EVALUATION

1. The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in the RFP.
2. As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

2.1 The Part I Submission would be considered to be responsive if it meets the following conditions:

- a. it is received by the Proposal Due Date including any extension thereof.
- b. it is signed, sealed and marked as stipulated in the RFP document.
- c. it contains all the information and documents, including the EMD, in the manner specified in the RFP.
- d. it contains information in formats specified in this RFP.
- e. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by NRDA without communication with the Bidder). NRDA reserves the right to determine whether the information has been provided in reasonable detail.
- f. there are no inconsistencies between the Proposal and the supporting documents.

2.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b. which limits in any substantial way, NRDA's rights or the Bidder's obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

3. NRDA reserves the right to reject any Proposal, if:

- a. at any time, a material misrepresentation is made or discovered; or
- b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

4. Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

5. Proposal Evaluation: Part I Submission

- 5.1 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).
- 5.2 The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. NRDA reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.
- 5.3 The Technical Proposal would be evaluated on the various aspects set out in the RFP. As part of the evaluation of the Technical Proposal, NRDA may also request the Bidder to submit clarifications.
- 5.4 The total maximum point for evaluation of Technical Proposal is 200 marks. A proposal that will secure **minimum 120 marks** shall be considered to be eligible for opening of Financial Proposal and shall be ranked from highest to the lowest on the basis of their technical score (S_t).
- 5.5 The Technical proposals submitted by the bidders would be evaluated and scores would be assigned based on the parameters set out in the table below:

Sr. No.	Parameter	Allocated Marks
A	Technical Experience:	80
	Work experience in last 7 years , preceding date of publication of this RFP, in the following activities: (i) Provided estate management services to one of the municipal corporations or development authorities or any state or central government department in India OR (ii) Provided services related to preparation, development	50

Sr. No.	Parameter	Allocated Marks
	and operation of software enabled land procurement management system for an area having or designed for minimum population of One Lac (1,00,000) in one of the municipal authorities or development authorities or any state or central government department for a town in India.	
	1 eligible project experience	40
	2 eligible project experience	45
	3 or more eligible project experience	50
B	<p>Work experience in last 7 years, preceding date of publication of this RFP, in the following activities in the State of Chhattisgarh:</p> <ul style="list-style-type: none"> i. Provided estate management services to one of the municipal corporations or development authorities of the state of Chhattisgarh OR ii. Provided services related to preparation, development and operation of software enabled land procurement management system for an area having or designed for minimum population of One Lac (1,00,000) in one of the municipal authorities or development authorities or any state or central government department for a town in India. 	30
C	Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach	50
D	Qualifications and experience of the Team Leader proposed to be deployed in Naya Raipur	70
	Grand total	200

5.6 Supporting documents to be submitted

The Bidder s shall submit the following documents in support of its eligibility, without which the projects and experience shall not be considered for evaluation.

Sr. No.	Parameter	Supporting documents
1	Proof of technical Experience	<p>Notarised copy of Certificate of Client stating the following:</p> <p>(i) Date of appointment</p> <p>(ii) Date of completion of services / whether service is ongoing</p> <p>(iii) Broad scope of Services provided by bidder</p> <p>(iv) Satisfaction level of Client for the service provided</p> <p>Certificate of Client has to be made in the letterhead of the Client for consideration</p>
2	Qualifications and competence of the team Leader proposed at Raipur	<p>CV of Team Leader who will be deputed at Raipur / Naya Raipur</p>

Note: All CVs should be signed by the personnel whose CV has been submitted and by the Authorised Signatory

5.7 Least Cost Based Selection method would be adopted for selection of Consultant for the Assignment, which has been described hereunder. The Bidder proposing least amount in Financial Proposal would be declared as the Preferred Consultant. NRDA may accept the Proposal of the Preferred Bidder with or without negotiations.

6. Evaluation of Financial Proposal

6.1 NRDA will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing of any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

6.2 The Preferred Bidder shall be the First Ranked Bidder (having the least Financial Proposal). The Second Ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in this RFP document as the case may be.

7. Award of Service

- 7.1 In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, NRDA may consider to declare the Preferred Bidder as the Successful. NRDA will notify the Successful Bidder, through a Letter of Award (LoA), that its Proposal has been accepted.
- 7.2 The selected Consultant shall, not later than 2 (two) months from the date of intimation of its selection as Selected Bidder , get the CVs of the team members to be deployed in Naya Raipur, approved from the CEO, NRDA, sign the agreement for the CONSULTANT and deploy the team members in Raipur / Naya Raipur. Provided that, if CV/s of team member/s is not approved, the personnel shall be changed and the CV/s of other personnel/s of required education and experience shall be submitted by the consultant for approval.
- 7.3 The Bidders shall commit to deploy the personnel with the qualifications and experience, as indicated in **Appendix F**, in Raipur / Naya Raipur. In case any personnel are required to be changed for reason beyond the control of the consultant, it may be replaced with the prior approval of NRDA by personnel of equal or higher qualification and experience.
- 7.4 The Successful Bidder shall execute the Service Agreement within one week of the receipt of approval of CVs of team members, to be deployed at Naya Raipur, from NRDA or within such further time as NRDA may agree to in its sole discretion. Failure of the Successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, NRDA reserves the right to
- a. either invite the next best Bidder for negotiations; or
 - b. take any such measures as may be deemed fit in the sole discretion of NRDA, including annulment of the bidding process.
- 7.5 Provided further that in the event of any delay in signing the agreement on the part of the consultant or getting approval of CV of any member or delay in deployment of any team member, a time extension upto 15 days may be given on written application of the consultant by NRDA with or without penalty, which shall be deducted from the first payment due under this agreement.

**Covering Letter
(On the Letterhead of the Bidder)**

Date:

To:

Chief Executive Officer

Naya Raipur Development Authority,

Near D.K.S.Bhawan, Ghadi Chowk,

Raipur 492 001, Chhattisgarh

Tel No: + 91 771 4066011; Fax No.: +91 771 4066188

Subject: Selection of firm for setting up a PMU in NRDA by deploying skilled personnel for assisting in estate management of Naya Raipur, Chhattisgarh

Dear Sir,

Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Bidder ”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (*Name of Bidder*) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from the Proposal Due Date.

2. It is hereby agreed confirmed that -

- a. that our firm and the parent companies will not accept the assignment of advising to, and will not involve in debt or equity with or in the rating of; the potential Bidder s for implementation of any project whatsoever for which the service is/being provided under this assignment .
- b. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
- c. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Appendix B

Details of Bidder
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business
 - (d) Company Registration no.

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

Appendix C

POWER OF ATTORNEY
(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for **Selection of firm for setting up a PMU in NRDA by deploying skilled personnel for assisting in estate management of Naya Raipur, Chhattisgarh**, including signing and submission of all documents and providing information/responses to NRDA in all matters in connection with our Proposal for the said Assignment.

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

Dated this the _____ Day of _____ 2013

For _____

(Name and designation of the person(s)
signing on behalf of the Bidder)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

- 1. 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 and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney*
- 2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Appendix D

Format for Experience of Services provided by the firm (in not more than 2 pages for each project, in the given tabular format only)

- 1 Project Name and Location
- 2 Name and address of the Employer / Client
- 3 Brief Description of Project with locations of services provided
- 4 Brief Description of Actual Services provided :
- 5 Professional Staff Provided, by the firm
 - a. No of Staff:
 - b. No. of Person Months :
- 6 Name of Associated Firm(s) if any :
- 7 Professional Staff provided by each of Associated Firm(s)
 - a. Name of Associated Firm(s)
 - b. No of Staff:
 - c. No. of Person Months:
- 8 Date of -
 - a. commencement of advisory services
 - b. completion of advisory services
- 9 Approx Value of Services:

Note:

Each project experience should be supported by a notarised copy of Certificate of Client stating the following:

- (i) Date of appointment**
- (ii) Date of completion of services / whether service is ongoing**
- (iii) Satisfaction level of Client for the service provided**

A project shall not be considered for evaluation, if it is not supported by notarised copy of Certificate of Client, which should be in the letter head of the Client.

Appendix E

Methodology Statement and Approach

(Not more than 2 pages)

Appendix F

Qualifications and experience of the Key Personnel who would be deputed in Raipur / Naya Raipur:

Sr. no.	Designation	Minimum years of Relevant Experience	Minimum Qualification	Relevant Experience
1	Team Leader	5 years of experience after completion of Post-Graduation	Graduation: Any discipline Post-Graduation: M. tech in Geo-informatics Additional experience in data base management desired	Experience of working in preparation, development, and / or operation estate management OR land management system
2	Data Operators 10 Nos.	3 years	Graduation: Any discipline Post-graduation in Computer Application (PGDCA)	Proficient in Microsoft office

Note:

- i. Personnel other than the above listed Key Personnel such as office assistant, peon etc. if required by them shall be deployed by the consultant at its own cost.
- ii. The Consultant shall give preference to the candidates for selecting Data Operators who may be recommended by NRDA

Appendix G

Format of Curriculum Vitae (CV) of proposed Team Leader

Name of Staff

Designation

Date of Birth :

Years with Firm/Entity : Nationality

Membership of Professional Societies.....

Detailed Task Assigned :

Key Qualifications: *[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

Education: *[Summarize college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page]*

Note:

Personnel to affix his recent photograph on first page of CV

Complete address and phone number of the Personnel is to be provided.

Document for proof of age is to be enclosed.

Document for proof of qualification is to be enclosed.

Age of the personnel shall not be more than 65 years.

Employment and Experience Record: *[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three quarters of a page]*

Languages: *[For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am not employed by the Executing /Implementing Agency.
- (iii) I am / I am not in regular full-time employment with the Consultant or the Sub-Consultant. 3
- (iii) I am committed to undertake the assignment within the validity of Proposal.

Name & Signature Of the Key Personnel

Name & signature of the authorised signatory

Format for Financial Proposal
(On the letterhead of the Bidder)

Date:

To:

Chief Executive Officer

Naya Raipur Development Authority,

Near D.K.S.Bhawan, Ghadi Chowk, Raipur 492 001, Chhattisgarh

Tel No: + 91 771 4066011; Fax No.: +91 771 4066188

Subject: Selection of firm for setting up a PMU in NRDA by deploying skilled personnel for assisting in estate management of Naya Raipur, Chhattisgarh

Dear Sir,

Having gone through this RFP document and Draft Service Agreement and having fully understood the scope of work for the Project as set out in this RFP document; we are pleased to quote the following MONTHLY fees for deployment of the specified personnel in Raipur / Naya Raipur.

Monthly fixed fees (in Indian Rupees) in lump sum for Team to be placed in Raipur/ during the Tenure of agreement		
1	In Figures	
2	In words	

We confirm that in case of difference in amount quoted in figures and words, the lower value will be considered for evaluation.

We further understand that Personnel other than the Key Personnel, listed in the RFP, such as office assistant, peon etc. if required by them shall be deployed by us at our cost.

The above Financial Proposal includes all taxes, except Service Tax, Cess, Surcharge levied on such services, which shall be reimbursed by NRDA at the prevailing rate, on submission of receipt of payment of such service tax and cess.

Signature of Authorised Signatory of the Bidder

Name, Title and Address of the Authorised Signatory

Seal of the Bidder

BREAKUP OF FINANCIAL PROPOSAL

(On Applicant's letter head)

[Location, Date]

FROM: [Name of Consultant]

.....
.....

To

The Chief Executive Officer
Naya Raipur Development Authority
Near old Mantralaya,
Raipur 492 001, Chhattisgarh

Dear Sir,

Sub: Selection of firm for setting up a PMU in NRDA by deploying skilled personnel for assisting in estate management of Naya Raipur, Chhattisgarh

We attach the breakup of the Financial Proposal as follows:

Sl. No.	Expenditure Heads	Break up of Financial Proposal (INR)
A	Cost to company for personnel	
1	Team Leader	
2	Data Operators (1 Nos.)	
	Total cost of 10 data operators	
	Subtotal A (1+2)	
B	Communication expenses	
C	Overheads	
D	Out of pocket expenses	
E	Any other Miscellaneous expenditures	
F	Profit	
G	Total Monthly Fee (Sum of A to F)	

We understand and acknowledge that the above personnel and costs for the scope are completely independent from each other and severable.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

Roles, Responsibilities and Scope of Work

The consultant, while drawing its knowledge from the back office and intelligence resources shall provide the services through team of experts (Key Personnel) and support staff with skills and experience commensurate with the task requirements to operate from the NRDA-approved location in Raipur / Naya Raipur.

The Roles, Responsibilities and Scope of Work of consultant is set out below –

- a. To compute and understand the assets with NRDA
- b. To prepare a database of all assets of NRDA describing minimum the following parameters:
 - i. Detailed description
 - ii. Identification number
 - iii. Date of procurement
 - iv. Cost of procurement
 - v. Location of use
 - vi. Life of the goods etc.
- c. To recommend strategy for estate management
- d. To prepare a data base of all estate related records; the consultant's personnel do all the works of data entry correctly at its cost
- e. Verification and validation of data
- f. To prepare a customized software application for estate management for managing all assets of NRDA
- g. Connect the data base with the software, for updating the data base periodically and for generating various reports
- h. To prepare a data base of all land related data which will be minimum on the following parameters:
 - i. Khasra number, Name of village,
 - ii. Area of land,
 - iii. Whether irrigated land or non-irrigated land
 - iv. Name of the original owner of the land
 - v. Date of procurement of land by NRDA, which will be the date of registry
 - vi. Amount paid by NRDA for procurement
 - vii. GPS co-ordinates of the land

- i. Verification and validation of GPS co-ordinates of land data
- j. To prepare a data base of all estate related records; the consultant's personnel do all the works of data entry correctly at its cost
- k. Verification and validation of data entered.
- l. Export all the data to the GIS based software and further validate all the data
- m. To digitize the land records for the lands within the planning layer of Naya Raipur completely
- n. To superimpose the Naya Raipur Development Plan 2031, along with all sector level plans which are already approved by NRDA, on the map generated after validation of all land records
- o. Update the data base, based on the actual disposal of land
- p. Integrate the land related payments to be received by NRDA with the land disposal data, like lease premiums, lease rentals, concession fee, license fee, rents etc. through a software application using the database of land, prepared by the Consultant

Draft Service Agreement

THIS AGREEMENT ("Service Agreement") is made on the ____ this day of ----- 2013 at Raipur.

BETWEEN:

NAYA RAIPUR DEVELOPMENT AUTHORITY, a statutory authority constituted by the Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, having its office at Near D.K.S.Bhawan, Ghadi Chowk, Raipur – 492001) hereinafter referred to as "NRDA" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

----- firm having its registered office at ----- (hereinafter referred to as the Consultant or the "Second Party") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

NRDA and the Consultant are collectively referred to as 'Parties' and individually as "Party".

WHEREAS:

- A. Government of Chhattisgarh (GoCG) as decided to develop a Capital City named "Naya Raipur", near the present day Capital City of Raipur for the State Capital functions supported by all other functions, required for a sustainable city, such as physical and social infrastructure, residential, institutional commercial and industrial developments.
- B. Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.

- C. NRDA intends to uplift the quality of life if villagers of the project affected villages of Naya Raipur through creation of quality infrastructure, such that the project affected villages can be integrated with the Naya Raipur City.
- D. NRDA is in the process of preparing and finalizing Village Development Plans for the project affected villages of Naya Raipur.
- E. NRDA intends to appoint a firm to disseminate information about the village development plan and the projects proposed under those for the purpose of conveying and convincing the project affected villagers about the benefits of such projects, while also understanding the needs and requirements of the villagers to assist NRDA for implementing the proposed projects under Village Development Plans in an effective manner. For this purpose, NRDA issued RFP to select a consultant for providing Information Dissemination and Counselling Services.
- F. In response to the said RFP, several proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. ----- dated ----- was issued.
- G. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (**As in Appendix I**, hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- H. In consideration thereof, NRDA will pay to the Consultant fee (hereinafter referred to as “the Fee” **As in Appendix H**) and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- I. NRDA hereby appoints ----- as the Consultant on the conditions as laid down in the agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Consultant accepts the appointment:

Appendix F	Qualifications and competence of the key professional staff
Appendix H	Fees offered by the consultant and accepted by NRDA
Appendix I	Roles, Responsibilities and Scope of Work of CONSULTANT
Appendix K	General Conditions of Contract

NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this contract to be signed in their respective names as on the day and year first above mentioned,

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST HEREIN ABOVE MENTIONED

Naya Raipur Development Authority, Chhattisgarh - First Party

By the hands of its authorized signatory

Authorized Signatory of First Party

Name :

Address: _____

Raipur(C.G.)

Authorised Signatory of Second Party

Name :

Address:

In the presence of:

1. _____,

Name :

Address:

2. _____

Name :

Address:

GENERAL CONDITIONS OF CONTRACT

1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between NRDA and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

2. DURATION OF THE AGREEMENT

The duration of the project support service agreement shall be Three Years initially which may be extended for a further period of Two Years. Fees shall be enhanced by 10 (Ten) percent in each year on previous year's fees provided that the services are found satisfactory and further that the enhancement shall be applicable after the completion of each year of the services.

3. MODE OF PAYMENT

- 3.1. The fees, as approved under this Agreement, as per actual deployment of personnel, shall be paid every month against the invoice raised by the consultant the 5th day of the next month within 15 days of such invoice. However the first monthly fees shall be paid one month after the deployment of the staff at Raipur / Naya Raipur. The fees shall be inclusive of the Cost to Company expenses of the experts and employees deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except those agreed here under.
- 3.2. The expenses on account of travel in connection with the CONSULTANT by the team members will be paid by NRDA provided that the travel is made with the prior written approval of NRDA or when the travel has been made as per the written instruction of NRDA. However, the eligibility for the travel would be Economy Class air fare or AC 2-Tier for travel, for the Team Leader, as may be approved by CEO, NRDA, for the Team Leader and a lump sum of Rs. 5000/- per day for out of pocket expenses on lodging, boarding and local travels etc. For other members of the team,

the eligibility for the travel would be AC 3-Tier for travel, and a lump sum of Rs. 2500/- per day for out of pocket expenses on lodging, boarding and local travels etc. The day for the purpose of the lump sum payment shall be reckoned as a block of 24 hours from the time of commencement of travel to the completion of travel. However, more than 12 hours shall be taken as one block and less than 12 hours shall be ignored for this purpose.

- 3.3. NRDA shall, at its cost and expense, provide to the CONSULTANT staff the facilities of Suitable work-place, furniture, water and electricity.
- 3.4. Software for documentation, planning and implementation Desktops/ Laptops with internet connection Telephone/ Fax, printer, scanner, photocopier, stationery, other office consumable etc. at approved location, shall be provided by the consultant, at its cost, for delivering services successfully up to the satisfaction of NRDA.
- 3.5. The consultant shall make available vehicle, at its cost, for any local travel required or for the site visits, as and when required.
- 3.6. The Service Tax, Cess, Surcharge levied on such services shall be reimbursed by NRDA at the then prevailing rate after every payment made to the consultant, on submission of receipt of payment of such service tax to the consultant. Travel reimbursements shall be made separately on actuals on submission of original tickets, bills, invoices or boarding passes, as may be applicable.
- 3.7. Income tax as applicable shall be deducted at source from every payment.

4 PERFORMANCE SECURITY

An amount of Five percent shall be deducted from each payment made to the CONSULTANT during the first year of service and retained as Performance Security which shall be returned after satisfactory completion of the service services. In case the service is continue for the further period, no deduction shall be on account of performance security but the retained amount shall be refunded after the satisfactory completion of the service services.

5. NRDA shall finalise all reports/documents to be submitted by the Consultant under this Agreement by itself or through an external agency appointed by NRDA.

6. PENALTY FOR DEFAULT

- 6.1 For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 12 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under intimation to the CEO. In the event of the failure of the consultant to do so, a pro-rata deduction in the fees per working day for the member remaining absent and a penalty of 1% (one percent) of monthly fee, shall be made from the payment due.
- 6.2 In the event of total default / failure by the Consultant in providing the Services, NRDA reserves the right to get the Services executed by any other Consultant at the cost and risk of the Consultant.

7. TERMINATION OF THE AGREEMENT

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below:

- (i) NRDA shall have right to review the performance of the CONSULTANT and if NRDA is not desirous of continuation of the services of the CONSULTANT on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 15 days and by providing reasonable opportunity to be heard. If NRDA terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by NRDA in obtaining completion of that part of the Services which remained incomplete as at the date of termination
- (ii) NRDA or the consultant may terminate the agreement by giving the termination notice of three months in advance.
- (iii) If NRDA terminates the agreement, not as a result of any default by the Consultant, then NRDA shall compensate the Consultant for the Services performed till the date of notice of termination but no other claim on any ground shall be allowed.

The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

8. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

- a. provide the Services as set out in **Appendix I**
- b. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of NRDA to vary the scope sequence or timing of the Services; and
- d. use all reasonable efforts to inform itself of NRDA's requirements for the Deliverables for which purpose the Consultant shall consult NRDA throughout the performance of the Services.

9. CONFIDENTIALITY AND PUBLICITY

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultants own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to NRDA or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of NRDA.

10. OTHER CONDITIONS

- 10.1 NRDA may request the Consultant to deploy additional personnel with required qualification, experience and skillsets, which may be same or may be different with respect to the skillsets and experiences of the Key Personnel specified herein, at mutually agreed cost and conditions. Such additional personnel shall be deployed by the Consultant within 60days from the receipt of such communication for deployment of additional personnel. The monthly fee shall be modified accordingly, as per actual deployment.
- 10.2 In the event, NRDA does need services of one or more personnel, NRDA shall intimate the same to the Consultant for removing such personnel by providing advance notice of 90 days and consultant shall act adhering to such instructions. No claim shall be entertained in that regard. The monthly fee shall be modified accordingly, as per actual deployment.

- 10.3 In the event, NRDA is not satisfied by performance of one or more personnel deployed, NRDA shall intimate the same to the Consultant for replacing such personnel with substitute with equal and or higher qualification and experience, by providing advance notice of 90 days and consultant shall act adhering to such instructions. No claim shall be entertained in that regard. The monthly fee shall be modified accordingly, as per actual deployment.
- 10.4 In the event NRDA desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties. NRDA may reduce the scope of services on mutually agreed reduction in the fees.
- 10.5 NRDA shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. NRDA undertakes and agrees to furnish to the Consultant 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 NRDA.
- 10.6 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with NRDA unless otherwise agreed, between NRDA and the Consultant. NRDA as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 10.7 NRDA shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

11. COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement.

13. DISPUTE RESOLUTION

13.1 Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

13.2 Arbitration

a Procedure

- i. Any Dispute which is not resolved amicably within 30 days, the same shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 13.2.b. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- ii. There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- iii. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this clause shall be final and binding on the Parties as from the date it is made, and the Consultant and the Government agree and undertake to carry out such Award without delay.
- iv. The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, as the case may be, and their respective assets wherever situated.
- v. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

b Place of Arbitration

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

c English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e Performance during Dispute Resolution

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

14. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

15. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

16. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

17. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised courier, e-mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

18. TRANSFER OR ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

19. VARIATIONS

In the event NRDA desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties. NRDA may reduce the scope of services on mutually agreed reduction in the fees. NRDA may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.
