

REF No.
RAIPUR

DATED 14-07-2017



Request for Proposal (RFP) For Conducting Awareness Programs for Fire & Safety Measures

Last date of purchasing tender document: -	25-07-2017
Last date of tender document submission: -	29-07-2017 before 3:30 PM
Tender document opening date: -	29-07-2017 from 4:00 PM
Opening of Financial proposals: -	29-07-2017

**Tender Fee : Rs.2,000 (Non- Refundable)
EMD : Rs.50,000 (Refundable)**

RAIPUR SMART CITY LIMITED
Chatrapati Shivajee Maharaj Outdoor Stadium, Near Vivekanand Sarovar, Raipur (Chhattisgarh) - 492001

NIT no. :

Dated:-14-07-2017

Raipur Smart City Limited invites sealed proposal in prescribed format from qualified and experienced firms for the captioned services through Registered post only. The selected firm shall deploy the required team of personnel at Raipur Smart City Limited which would organize awareness programs for Fire & Safety Measures which will include Nukkad Natak, Van Campaign, Flash Mob Activity, Door 2 Door Awareness, Direct Interaction with General Public, Distribution of leaflets & Instruction Manuals and Roadside Activities.

Tender document can be downloaded from website **smartcityraipur.org** cost of tender document of Rs. 2000/- (nonrefundable) shall be given through Demand Draft in favor of Raipur Smart City Limited, Raipur with technical bid. EMD Rs. 50,000/- FDR on behalf of **Managing Director, Raipur Smart City Limited**

Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspapers but shall be published in the above website only. The Managing Director, Raipur Smart City Limited reserves the right to relax, change the terms and conditions, and select/reject any application without assigning any reason thereof.

PROPOSAL DUE DATE

(1) Last date of purchasing tender document	25-07-2017
(2) Last date of tender document submission	29-07-2017 before 3:30 PM
(3) Tender document opening date	29-07-2017 from 4:00 PM
(4) Opening of Financial proposals	29-07-2017

**Managing Director
Raipur Smart City Limited**

SECTION - 1

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by on behalf of the Authority or any of their employees or advisors, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information 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 provided interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. 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 objectives, technical expertise and particular needs of each part 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 Applicants 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 for the accuracy or otherwise for any interpretation or opinion on the 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 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, reliability or completeness of the RFP and any assumptions, assessments, statements or information contained therein or deemed to form part of this RFP or arising in any way in the Selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however 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 assumption in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for service and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

SCOPE OF WORK

1. Prepare a Nukkad Natak to be organized at various locations of Raipur City for minimum 20 in areas finalized by RSCL.
2. Van Campaign for duration of 100 Hrs to be organized at entire Raipur City.
3. Door 2 Door awareness programs to be executed. (4000 data)
4. Flash Mob Activity to be conducted at Malls or High Footfall Areas for minimum 4.
5. Main concern will be to aware general public for fire & safety measures along with promotion of Mor Raipur.
6. Printing & Distribution of Leaflets and Informative Manuals (To be provided by RSCL)
7. Maintaining proper records of stores visited, persons met and to be submitted to RSCL in an appropriate format.
8. Development of Mor Raipur will be highlighted to showcase the efforts made by RSCL.

SECTION - 2

INVITATION AND SCHEDULE OF BIDDING PROCESS

- 2.1. The firms participating in the bidding process shall be hereof called “Agency/Firm” and the selected firm shall be referred to as Event organizing agency
- 2.2. The Agency shall deploy personnel with specific skills and experiences at RSCL offices, Raipur as specified in **Table 1** and provided expert back office support from its head office.
- 2.3. **Communication**
 - 2.2.1 All Communication including the submission of Proposal should be through Registered post only addressed to :

**ATTN. OF: The Managing Director
Raipur Smart City Limited
Chatrapati Shivajee Maharaj Outdoor Stadium,
Near Vivekanand Sarovar, Raipur
(Chhattisgarh) - 492001**

- 2.2.2 The Official Website of the Authority is **smartcityraipur.org**
- 2.2.3 All Communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

“Request for Proposal (RFP) for Conducting Awareness Programs for Fire & Safety Measures”

SECTION - 3

INSTRUCTION TO APPLICANTS

3.1 Bid Process

- I. RSCL intends to adopt QCBS stage bidding process selection for this assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document. The Successful Applicant is required to enter into a Consultancy Agreement with RSCL and the draft of the same is set out in Appendix J. The fees shall be paid to the by RSCL in the manner as set out in the Draft Consultancy Agreement.
- II. At any time prior to the Proposal due date, RSCL may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda/amendment/corrigendum by uploading the same in its website.
- III. The Proposal shall remain valid for a period not less than 120 days from the Proposal Due date (Proposal Validity Period) RSCL, reserves the right to reject any proposal, which does not meet this requirement.
- IV. Each Applicant shall submit a maximum of one(I) Proposal for the Assignment in response to this RFP document, Any Applicant, who submits more than one Proposal for the Assignment shall disqualified.

3.2 Minimum Eligibility Criteria

1. The agency applying for tender should be incorporated in India
2. The agency should submit the Letter of Incorporation, Balance Sheet, Turnover Details, PAN No. and Service Tax registration certificate.
3. Agency should be ISO Certified Company
4. The agency so selected should have the capability to perform the entire scope of the assignment without outsourcing the same to any third party.
5. The Agency should be experienced in managing such activities with Average Turnover of 1cr. (F.Y. 16-17, 15-16, & 14-15)
6. The Agency should be experienced in managing such activities of minimum 3 years.

7. The agency applying for Tender should have executed at least 3 work orders of State government/Central Government/ Semi-Government or Any Public Sector Unit.
8. The agency should also be capable of collecting feedback/ responses from the public.
9. Relevant Certificates / Documents/Work Order/Proof in support of fulfillment of eligibility criteria must be submitted.
10. Agency Should Have Its One Office In Raipur, Chhattisgarh

3.3 Performance Security

- I. Work performance will be evaluated at the end of the work. In case of unsatisfactory performance staff must be replaced immediately and curtailment in the payment may also be done. This is entirely on the discretion of the authority (M.D. , RSCL)
- II. The feedbacks from visitors must be evaluated for work progress.

3.4 Format and Signing of Proposal

The Applicant is required to provide all the information as per this RFP document. RSCL 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:

3.5 Detail of submission:

(i) Part I Submission

- a. Covering letter in the format set out in Appendix A
- b. Details of the Applicant in the format set out in Appendix B

(ii) Part II Submission

- a) Financial proposal in the format.
- b) The Financial Proposal shall be inclusive of all taxes, surcharges out pocket expenses which may be incurred towards travel, documentation and communication except those agreed in the RFP.

- (iii) The Applicant shall seal the Part I Submission and the Part II submission separately in two envelopes, duly making the envelopes as “PART-I SUBMISSION” and “PART-II

SUBMISSION”. These envelops shall then be sealed in a single outer envelope.

- (iv) The Applicant shall prepare Part I submission in (I) one original in hard copy and
 - i. “ORIGINAL” (Hard Copy) and “Soft Copy” respectively. In the event of any discrepancy between the original and the soft copy, the original shall prevail.
- (v) The original Proposal shall be typed or written in indelible ink and each page shall be initiated by the authorized signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initiated by the person(s) signing the Proposal.

3.6 Sealing and Marketing of Proposal

- I. The Applicant shall seal the original and soft copy of the Proposal in separate envelops, duly marking the envelop as “ORIGINAL” and “SOFT COPY”. The envelop shall then be sealed in a single outer envelope.
- II. Each of the envelops, both outer and inner, must be super scribed with the following information :
 - a. Name and Address of Applicant
 - b. Contact person and phone numbers

Name of Project:

“Request for Proposal (RFP) for Conducting Awareness Programs for Fire & Safety Measures”

- III. All envelops shall be registered post addressed to:

**The Managing Director
Raipur Smart City Limited
Chatrapati Shivajee Maharaj Outdoor Stadium,
Near Vivekanand Sarovar, Raipur
(Chhattisgarh) - 492001**

- IV. If an envelope is not sealed and marked as instructed above, RSCL 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 RSCL, be rejected.

V. 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.

- VI. It shall be deemed that prior to the submission of the Proposal, the Applicant 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 RSCL; and

- c. Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- d. RSCL shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

3.7 Proposal Due Date

- I. Proposal should be submitted before 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
- II. RSCL may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

3.8 Opening of Proposals and Clarification

- I. The officer authorized by Managing Director RSCL shall open the Part I Submission of the Proposals on the Proposal due date for the purpose of evaluation.
- II. RSCL 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.
- III. To facilitate evaluation of Proposals, RSCL may at its sole discretion, seek Clarifications in writing from any Applicant regarding its Proposal.

SECTION - 4

EVALUATION OF TENDER

The Raipur Smart City Limited will select a firm from those which submit proposals in accordance with the Quality cum Cost based System (QCBS).

(a) Technical Evaluation

Technical bids of only those Firms will be opened who fulfill the minimum eligibility Criteria.

The proposals would be evaluated on the basis of their responsiveness to this tender, applying the evaluation criteria and according to the point system specified hereunder:

- I. Experience & Technical capacity of the firm (100 marks)

S.No.	Particulars	Marks
1	Work Experience in Managing Govt. Events.	55 Marks
	▪ 1 Private/Government/Semi Government –15 marks	
	▪ 2 State Government/Gol- 20 Marks	
2	▪ 3 or more StateGovernment/Gol 20 Marks	45 Marks
	• Qualification and Experience of the team 20 marks	
	• PPT Presentation - 25 marks	

Total Technical Score (St) - 100 marks

- (b) Short-listing of Technical Bids:- The bidders scoring a minimum of 70% out of 100 marks as enumerated above will be short listed for opening of financial bid.
- (c) Opening of Financial Bids :- The financial evaluation of shortlisted bidders as discussed above will be carried out in the following manner:
- (d) Evaluation of the Financial Bid in accordance with the Quality cum Cost based system (QCBS).

(b) Financial evaluation

- (a) For financial evaluation, the total cost of services indicated in the Financial Proposal will be considered, and Raipur Smart City Limited reserves the right to determine whether the Financial Proposals are complete, unqualified and unconditional and also correct computational errors, if any. In case of discrepancy between words and figures the amount mentioned in words will prevail.
- (b) Raipur Smart City Limited will determine whether the Financial Proposal 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 any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder. The Financial Proposal shall be ranked on the basis of the formula :-

$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration

- (c) Final Ranking of the proposals:-

Proposals will be finally ranked according to their combined Technical score (S_t) and Financial score (S_f), giving 80% weight to the Technical Score and 20% weight to the Financial score. TOTAL SCORE (S) = S_f x T + S_t x F
Where S_f is total financial score & S_t is total Technical score . T = 0.8 & F = 0.2

The applicant having Highest Total score shall be the Selected PR agency . The agency having second highest shall be kept reserve in case the Highest scoring agency does not involve in the agreement .

**Managing
Director
Raipur Smart City
Limited
Raipur (C.G.)**

Appendix A

Covering Letter

(On the Letterhead of the Applicant)

Date:

To,

The Managing Director
Raipur Smart City Limited
Chatrapati Shivajee Maharaj Outdoor Stadium,
Near Vivekanand Sarovar, Raipur
(Chhattisgarh) - 492001

Subject: - Proposal for **Conducting Awareness Programs for Fire & Safety Measures**

Dear Sir,

Being authorized to represent and act on behalf of _____ (hereinafter referred to as "the Applicant") and having reviewed and fully understood all the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Applicant) 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.

It is hereby agreed confirmed –

- 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 Applicant's for implementation of any project whatsoever for which the consultancy is/being provided under the 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 Applicant 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 Applicant)

Duly signed by the Authorized Signatory of the Applicant

Name,

Title

Address of the Authorised Signatory

Seal of the Applicant

Appendix B

Details of Applicant (On the Letterhead of the Applicant)

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 Firms Registration no.
- (e) Location of Branches

2. Details of individual(s) who will serve as the point of contract / communication for RSCL with the Applicant:

- Name
- Designation :
- Company/Firm :
- Address :
- Telephone number :
- E-mail address :
- Fax number :
- Mobile number :

Note: Self-attested copies of following documents shall be enclosed:

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

Signature of the Authorized Signatory
Seal of the Firm/ Company

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 ofas 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 Event company () in Raipur. Including signing and submission of all documents and providing information/responses to RSCL in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done b 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 _____ 2016

Accepted For _____

_____Signature)

Appendix C

(Name, Title and Address of the Attorney) (Name and designation of the
person(s) Date:- signing on behalf of the Applicant)

Note:

1. To executed only if the Applicant is a Company or Partnership firm.
2. 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 executants(s) 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.
3. 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 favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Appendix D

A. Details of Team Leader cum Event company Coordinator who would be deployed at Raipur for this Assignment. (In tabular form only)

Present No	Graduates	Post	Certificate	Length of Service
Designation in courses the Applicant's organisation		Graduates		

B. Details of the Key personnel's who would provide the Back Office Support for this Assignment.

(In tabular form only)

Present No	Graduates	Post	Certificate	Length of Service
Designation in courses the Applicant's organisation		Graduates		

Appendix D

2

3

4

Signature of the Authorized Signatory

Seal of the firm

Appendix E

Financial Capacity

The information regarding the turnover from consulting services in Last five years should be provided in the format below:

Financial year ended in Turnover in crores of INR

Signature of Authorized Signatory

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 Chartered Accountant

Appendix F-
1

Format for Financial Proposal (On the Letterhead of the Applicant)

To,

The Managing
Director

Raipur Smart City Limited

Chhotapara.

Raipur, Chhattisgarh-
492001

Dear
Sir,

Subject: - Selection for company of a fire fighting campaign in Raipur.

We, the undersigned, having gone through this RFP document and Draft Service Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the PR services for the above, Our financials Proposal for One year is for the sum of

Indian Rupees(Amount in words and figure). Service tax extra as applicable by govt of India.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e.

.....(Date).

3. The Financial Proposal covers remuneration for all the Personnel, accommodation, air fare, equipment, all overheads, out of pocket expenditures, profits, mentioned in the breakup of financial proposals. This Financial Proposal is without any condition.

4. We understand that Income Tax shall be deducted at source by RSCL as per applicable laws.
5. We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
6. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against and corruption to force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept any Proposal you receive.
7. This does not include the costs of conducting events (press conferences, events, exhibitions, road shows etc.) and the expenses like transport/stay/food provided to the journalists.

Authorized

Signature:

Name and Title of

Signatory: Name of Firm:

Seal of

Firm:

Address:

Appendix G

Draft Service
Agreement

THIS AGREEMENT (“Service Agreement”) is made on the _____ this date of
2016 at

Raipur. between “RSCL” 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.

AN
D

----- firm having its registered office at -----(hereinafter referred to as the
“Creative Agency for Communication and Creative Design” or the “Second Party”) which
expression shall, unless to be repugnant to the context or meaning thereof, include its
administrators, successors and permitted assigns) of the Other Part . The tender documents shall
also be the part of this agreement .

RSCL and the Event company are collectively to as “Parties” and
individually as “Part”.

WHEREA
S

A. Raipur Smart City Limited vide NIT No. _____ dated _____ invited
porsals for selection of Event company ()

B. In response to the request for proposal, 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.

C. The Event company 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, fulfil, comply with and observe all and singular provisions, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.

D. In consideration thereof, RSCL will pay the Consultant fee and will perform,fulfull, comply with and observe all singular provisions, conditions and requirements to the Agreement.

E. RSCL hereby appoints M/s. -----for providing the Communication Support and for Creative Design 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 Event company accepts the appointment :-

Appendix B Qualifications and competence of the key professional staff

Appendix F1 Fees offered by the Event company and accepted by RSCL

Appendix I (i) Roles, Responsibilities and Scope of Services of Communication

Support Agency (PR1)and

(ii) Minimum Qualifications and Experience of

personnel. (iii) List of Hardwares and softwares to be

provided by 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

The RSCL, Raipur, Chhattisgarh – First Party

By the hands of its authorized signatory

Yours sincerely,

----- Authorized Signatory of First Party
Second Party Name:

Designation:

Designation: Address :

Address: chhotapara,

Raipur, Chhattisgarh-492001

In the presence of:

1.

2.

Name: Name:

Address: Address:

Authorized Signatory of
Name:

Appendix K

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 RSCL and the Agency (PR). The , subject to this Agreement, shall have complete charge of personnel performing the Services. The Consultant 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. RELATIONSHIP BETWEEN THE PARTIES

The duration of the services shall be One years initially which may be extended for further term

[Two Years]. provided that the services are continued after satisfactory performance.

3. PAYMENT MILESTONES

- (i) Payments to the selected bidder shall be made on Quarterly basis upon submission and approval of the creatives on monthly basis and upon submission of monthly editable and freely usable digital achieve of all the material and photographs for that month.
- (ii) Deduction of taxes & 5% SD shall be made at every stage of payment is applicable ;
- (iii) The payment is inclusive of all out pocket expenses incurred by the Agency towards travel, documentation and communication, unless specifically provided for in this document.
- (vi) Upon approval of deliverable by Raipur Smart City Limited, the Agency shall raise an invoice against Raipur Smart City Limited.

5. TERMINATION OF THE AGREEMENT

5.1 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. RSCL shall have right to review the performance of the and if RSCL is not desirous of continuation of the services of the on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 10 days . If RSCL terminates the Agreement as a result of a default of the PR, the PR shall be liable for the extra costs reasonably incurred by RSCL in obtaining completion of that part of the Services which remained incomplete, as on the date of termination
- ii. On non compliance of any of the contract conditions , the RSCL can terminate the Event company, forfeit its EMD & SD also blacklist the Event company.
- iii. RSCL terminates the agreement, not as a result of any default by the PR, then RSCL shall compensate the PR for the services performed till the date of termination but no other claim on any ground shall be allowed.
- iv. The communication of termination of this Agreement shall be by means of written notice

(“Termination
Notice”)

6. RESPONSIBILITIES

The PR 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 RSCL to vary the scope sequence or timing of the Services; and
- d. Use all reasonable efforts to inform itself of RSCL requirements for the deliverables for which purpose the Consultant shall consult RSCL throughout the performance of the Services.

7. CONFIDENTIALLY 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 RSCL or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of RSCL.

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8. OTHER CONDITIONS

8.1 In the event, any service by any of the experts of the Event company organization, company shall provide such services on mutually agreed terms and conditions.

8.2 In the event RSCL desires the company to perform additional services which are not within the Terms of Reference, the company shall agree to perform such additional services on such renegotiated modified and new terms and conditions as may be mutually agreed by the Parties.

- 8.3 RSCL shall provide the company documents/ information / reports as may be required by the company to enable it to provide the Services. RSCL undertakes and agrees to furnish to the Agency 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 RSCL.
- 8.4 In the event RSCL is not satisfied with performance of any of the personnel deployed, RSCL shall write to the company to substitute such personnel within 30 days with personnel, acceptable to RSCL with equal or higher qualification and experience.
- 8.5 In the event RSCL does not have the requirement of one or more personnel deployed, RSCL shall intimate the same to the PR in writing. The Consultant shall withdraw such personnel within a period of 45 days from the date of receipt of such intimation. The Monthly fee shall be paid as per actual deployment.
- 8.6 RSCL shall have the right to instruct the Consultant to deploy additional experts as part of the .
The company shall deploy such experts, acceptable to RSCL, within 30 days of receipt of such instruction of RSCL, at mutually agreed terms & conditions and fees.
- 8.7 All intellectual property conceived, originated, devised, developed or created by the company, its agents, specifically for the purpose of rendering the Services, shall vest with RSCL unless otherwise agreed, between RSCL and the company. RSCL as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.
- 8.8 Unless otherwise agreed, RSCL shall have the copyright on all the designs, artwork, reports, documents, maps and any etc., authorised prepared or generated during the course of the services to be provided by the company.
- 8.9 No personnel of can be changed/ substituted by the Consultant, except in the case of leaving of a personnel by resignation from the parent organisation. In such case such personnel will be required to be substituted by personnel of equal or higher qualification and experience within 30 days from the date of notice of resignation of such personnel. Monthly fee shall be paid as per actual deployment at a given time.

10. COMPLIANCE WITH LAWS

The company shall take the 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 30

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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 Agency.

11. 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.

12. DISPUTE RESOLUTION

12.1 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. 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.

14. 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.

15. 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, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove,

16. 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.

Managing Director
Raipur Smart City Limited
Raipur (C.G.)

