

Request for Proposal (RFP)
for
Selection of Communication Support Consultant
(CSC)

NIT no.: 4370/609/9-CEP/NRDA/2013-14 Dated: 25.09.2013



NAYA RAIPUR DEVELOPMENT AUTHORITY
Capitol Complex, Sector-19, Naya Raipur, 492002 (C.G.)
Fax: 07712511400 email: ceo@nayaraipur.com, Website: www.nayaraipur.com

Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)

Tender Documents issued to

M/s / Shri. _____

Vide MR Book No. _____, Receipt No. _____, dated ____ / ____ / 20 ____

**Chief Executive Officer
Naya Raipur Development NRDA
Raipur, Chhattisgarh**

 NAYA RAIPUR DEVELOPMENT AUTHORITY Capitol Complex, Sector-19, Naya Raipur, 492002 Fax :07712511400 email: ceo@nayaipur.com , Website: www.nayaipur.com	
NIT no.: 4370 / 609 / 9-CEP/ NRDA/ 2013-14	Dated: 25.09.2013
Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)	
<p>NRDA invites proposal in prescribed format from qualified and experienced firms for the captioned services. The selected firm shall deploy the required team of personnel at Naya Raipur which would provide services for conceptualizing, art work, design, text, archive materials etc for mass communication for information dissemination and marketing of Projects.</p>	
<p>The eligibility criteria, terms and condition, tender form etc are set out in the RFP document which can be downloaded from the website www.nayaipur.com. The tender should be submitted so as to reach the office latest by 4.00 PM of 25-10-2013. Amendment/modification to the Tender document, if any, shall be uploaded in the website only.</p>	
Chief Executive Officer	

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 or on behalf of the Authority or any of their employees or advisers, 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 is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their 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 advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments 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 advisers 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 assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this 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 contained 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 the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

SECTION -2

INVITATION AND SCHEDULE OF BIDDING PROCESS

- 2.1. Government of Chhattisgarh (GoCG) is developing "Naya Raipur" near the City of Raipur for the State Capital functions. All other functions required for a sustainable city such as physical and social infrastructure, residential, institutional, commercial and recreational along with industries are planned for development.
- 2.2. Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (Act, 1973) for development and administration of Naya Raipur.
- 2.3. NRDA has to prepare, publish and circulate various advertisements, notices, Marketing booklets, etc for dissemination of information and marketing of various projects from time to time. Various types of Presentations, booklets, Broachers, Coffee table books, route maps and other media materials are required to be prepared and circulated for public, seminars, meeting, conferences, VIP visits etc. The materials are to be produced in English and Hindi Languages. NRDA also intends to document and prepare archive of important events, publicity materials in print, audio and video forms. NRDA needs human resource and intellectual support for the above purpose and intends to select a firm for providing the required services through this RFP.
- 2.4. The firms participating in the bidding process shall be called "Applicant" and the selected firm shall be referred to as Communication Support Consultant (CSC). The CSC shall deploy personnel with specific skills and experiences at Naya Raipur and provide expert back office support from its head office. It will also designate a Project Manager cum Graphic Designer at head office who shall visit Naya Raipur every month for discussing the progress made by the Team in the previous month and to finalize the list of activities for the current and coming months in consultation with NRDA. The Project Manger cum Graphic Designer shall devote two working days in a month at Naya Raipur for this purpose.
3. The selected firm shall provide all office equipments both hardwares and softwares, required for the services that includes computers, printers, scanners and relevant Software's at the work place at Naya Raipur. An amount upto Rs 5 lakhs for procurement of Hardware and software shall be provided by NRDA by way of mobilization advance on receipt of procurement of hardwares and softwares Naya Raipur. the mobilization advance shall be deducted in 4 monthly equal installments from 4th monthly payment onwards. The working space, furniture, electricity, internet and consumables such as statuary, toner etc shall be provided by NRDA.
- 3.1. The CSC shall deploy the following personnel having required qualifications and experience as below –
 - A) Project Manager cum Graphic Designer ("The Project Manager") - Graduation in any

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discipline, expertise in related design work having experience of 10 years. The personnel shall be deployed from the head office of the CSC.

B) The CSC shall deploy the team comprising of the following personnel at Naya Raipur-

Name	Qualification	Experience
1. Team Leader cum Graphic designer	Graduation in any discipline, proficiency in related design work	Total Experience of 8 years out of which at least 5 years experience in providing similar services.
2. Art work Executive	Graduation in any discipline, Diploma/Degree in Computer Application for Art Work	Total Experience of 5 years out of which at least 3 years experience in Developing advertising and promotional communications.
3. Office Executive	Graduation in any discipline, Diploma/Degree in Computer Application	Total Experience of 3 years

All other supporting staff such as Office Assistant, Office Boy etc shall be provided by CSC at its own cost.

3.2. The Authority would endeavor to adhere to the following schedule:

Event Description	Scheduled Date
1. Last date of Receiving queries	21-10-2013
2 Pre-Proposal Conference	21-10-2013 at 11:45am at Office of NRDA, Near D.K.S. Bhawan, Ghadi Chowk, Raipur 492 001, Chhattisgarh
3 Proposal Due Date (PDD) and time (i.e. last date and time of receiving Proposals)	25-10-2013 up to 16:00 Hrs.
4 Opening of Technical Proposals	On Proposal Due Date at 17:00 Hrs or thereafter
5 Technical Presentation	Shall be intimated later
6. Opening of Financial Proposals	Shall be intimated later
7 Validity of Proposals	120 days of Proposal Due Date

3.3. Pre-Proposal Conference

The Pre-Proposal Conference shall be held in the Conference Hall, NRDA Office, Capital Complex, Sector-19, Naya Raipur 492 002, Chhattisgarh

3.4. Communications

3.4.1. All communications including the submission of Proposal should be addressed to:

ATTN. OF: The Chief Executive Officer (CEO)
Naya Raipur Development Authority
Capital Complex, Sector-19,
Naya Raipur 492 002, Chhattisgarh
TEL NO: + 91 771 2511500
Fax No.: +91 771 2511400
E-MAIL: ceo@nayaraipur.com

3.4.2. The **Official Website** of the Authority is: <http://www.nayaraipur.com>

3.4.3. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

"Selection of Firm for providing Communication Support Consultant (CSC) to NRDA"

**SECTION - 3
INSTRUCTIONS TO APPLICANTS**

3.1 Bid process

- i. NRDA intends to adopt a least cost single stage bidding process for selection of the **CSC** 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 NRDA and the draft of the same is set out in Appendix J. The fees shall be paid to the CSC by NRDA in the manner as set out in the Draft Consultancy Agreement.
- ii. 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 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). NRDA reserves the right to reject any Proposal, which does not meet this requirement.
- iv. Each Applicant shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Applicant, who submits more than one Proposal for the Assignment shall be disqualified.

3.2 Minimum Eligibility Criteria

- (i) The applicant should be a single entity registered under appropriate law in India. Bidding in consortium shall not be permitted.
- (ii) The Applicant should have provided at least two substantially similar services each for a period of at least a year by formation of a dedicated cell / project management unit by dedicated deployment of minimum 2 personnel at client location to Government/ Semi Government / Para Statal/ ULB or Private organizations in last 7 years.
- (iii) The average annual turnover of an Applicant firm from such services should be more than Rs. 1 Crore in last 3 financial years ending in March 2013, March 2012 and March 2011

3.3 Earnest Money Deposit (EMD)

- (i) Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.25,000/- (Rs. Twenty Five Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, of any scheduled bank, payable at Raipur/Naya Raipur.
- (ii) EMD shall be returned to the unsuccessful Applicants within a period of two (2) weeks from the date of signing of Consultancy Agreement between NRDA and the Successful Applicant. EMD submitted by the Successful Applicant shall be released upon completion of one month of the providing services after actual deployment of all resources.

3.4 EMD shall be forfeited in the following cases:

- i. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
- ii. If the successful Applicant fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by NRDA.

3.5 Performance Security

An amount of Five Percent shall be deducted from each payment made to the CSC during the first year of services and shall be retained by NRDA as Performance Security, which shall be returned after the termination of the contract, and handing over of all deliverables which had been created as a part of performance of services, without any interest and after deducting penalties, if any.

- 3.6** The roles, responsibilities and broad scope of work of CSC are set out in the Appendix I. The scope of services may be expanded or curtailed on mutually agreed fees, terms and conditions.

3.7 Clarifications

A prospective Applicant requiring any clarification on the RFP document may notify NRDA in writing to the address as specified in the RFP. The Applicants 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, may forward its responses to all the Applicants. Responses would include a description of the enquiry without identifying its source at its sole discretion.

3.8 Format and Signing of Proposal

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

3.9 Details of submissions:

(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**
- c. Power of Attorney as per **Appendix C**, authorising the signatory of the Proposal to submit the proposal.
- d. Technical Proposal comprising
 - i. Experience 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 Team to be placed at NRDA and from back office in **Appendix F – 1 & F – 2**
 - iv. Financial capability of the applicant in **Appendix G**

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- v. Earnest Money Deposit in the manner described herein
- vi. Non refundable processing fee of Rs. 5,000/- in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, of any scheduled bank, payable at Raipur/Naya Raipur.

(ii) Part II Submission

- a. Financial proposal in the format as set out in **Appendix H1 and Appendix H2**
- b. The Financial Proposal shall be quoted as a lump sum fixed amount which shall be payable to the CSC per month for the services under the agreement. It shall be inclusive of the Cost to Company expenses of the experts and personnel to be deployed in NRDA, Capital and Maintenance cost of all hardware and software, Cost of man days for proposed Team for the services, All Overheads and miscellaneous expenditures, Out of pocket expenses, travelling expenses for members of the CSC, All other expenses and profit of the organization, etc
- c. The Financial Proposal shall be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the CSC towards travel, documentation and communication except those agreed in the RFP.
- d. However, the Financial Proposal shall not include Service Tax, levied on such services which shall be reimbursed by NRDA at then prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees.
- e. All consumables for operation of the CSC, in terms of papers, stationary, ink / cartridge for printers, photocopy and fax machines, electricity bill, water charges etc. shall be provided by NRDA

(iii) The Applicant shall seal the Part I Submission and the Part II Submission separately in two envelopes, duly marking the envelopes as “**PART-I SUBMISSION**” and “**PART-II SUBMISSION**”. These envelopes shall then be sealed in a single outer envelope.

(iv) The Applicant shall prepare Part I submission in (1) one original in hard copy and (1) duplicate of the 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.

(v) The original Proposal shall be typed or written in indelible ink and each page shall be initialed by the authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.

3.10 Sealing and Marking of Proposal

- (i) The Applicant shall seal the original and soft copy of the Proposal in separate envelopes, duly marking the envelopes as “ORIGINAL” and “SOFT COPY”. The envelopes shall then be sealed in a single outer envelope.

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- (ii) Each of the envelopes, both outer and inner, must be super scribed with the following information:
 - a. Name and Address of Applicant
 - b. Contact person and phone numbers
 - c. Name of Project: "Selection of Firm for Communication Support Consultant (CSC) to NRDA "
- (iii) All envelops shall be addressed to:

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

Phone +91 - 91 771 2511500
Fax No.: +91 771 2511400
E-mail : ceo@nayaraiipur.com

- (iv) If any 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.
- (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 NRDA; 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. NRDA shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

3.11 Proposal Due Date

- (i) Proposals should be submitted before 1600 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.
- (ii) NRDA may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

3.12 Opening of Proposals and Clarifications

- (i) The CEO, NRDA or any officer authorized by him shall open the Part I Submission of the Proposals on the Proposal Due Date for the purpose of evaluation.
- (ii) 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.
- (iii) To facilitate evaluation of Proposals, NRDA may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

SECTION - 4

EVALUATION

4.1 **Least Cost Based Selection method** shall be adopted for selection of CSC. 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. **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 EMD and processing fee as requested 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 Applicant). 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.

4.2 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, the proposal NRDA’s rights or the Applicant’s obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.

4.3 The responsive Proposals shall be evaluated as per the criteria set out in the RFP. NRDA reserves the right to reject any Proposal, if:

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

4.4 Proposal Evaluation: Preparation of short list

- (i) The Technical Proposal would be evaluated on the parameters set out in the RFP. As part of the evaluation of the Technical Proposal, NRDA may also request the Applicant to submit clarifications. Based on the submission, scores shall be assigned.

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4.5 Scoring Methodology: Technical Proposal

- (a) (i) The total maximum point for evaluation of Technical Proposal is 100 marks. The parameters and the points are detailed below -

S. No.	Parameter	Points
1 (i)	Experience of providing substantially similar services each for a period of at least a year by formation of a dedicated cell / project management unit by dedicated deployment of minimum 2 personnel at client location to Government/ Semi Government / Para Statal/ ULB or Private organizations in last 7 years.	(Max 25)
	Experience of providing upto 2 similar services	15
	Experience of providing more than 2 up to 5 similar services	20
	Experience of providing more than 5 similar services	25
1 (ii)	The average annual turnover of a firm from consulting services in last Five financial years	(Max 15)
	a. Rs.1 crore	5
	b. More than Rs. 1 crore up to Rs. 3 crores	10
	c. More than Rs. 3 crores	15
2	Experience of applicant firm in providing substantially similar services	(Max 15)
	a. 10 years Experience	5
	b. Experience of more than 10 years up to 15 years	10
	c. Experience of more than 15 years	15
3	Availability of the qualified key personnel in the Back office such as Graphic Artist, Copy writers, Design Artist with etc as mentioned in Appendix-F1. The person should have requisite educational qualifications.	15
4	Qualifications and competence of the Project Manager cum Graphic Designer proposed for the assignment, who should be a full time employee of the bidder and shall be deployed for the assignment, if selected	10
	Grand total	80
5	Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach.	20

- (b) (ii) Evaluation of Project Manager cum Graphic designer, proposed by the bidding firms

Description	Weightage
Education qualification(10)Additional related qualification (10)	2.5
General Experience	2.5
Experience specific to the eligibility conditions	5
Total	10

- (c) For the purpose of the evaluation of Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach, the bidders 55 points under clause 4.5 (a) above, shall be invited for making presentation on a given date.

4.6 Supporting documents to be submitted by the CSC

- i. The Applicant firms shall submit the notarised copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services in support of project experiences submitted against the eligibility conditions
- ii. The Applicant firms shall submit the audited financial statements of each of the applicable financial years in support of its financial capacity.

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4.7 The Applicant firms shall submit the CVs of the Team Member and Back office Team.

4.8 Opening of Part – II Submission

The score for Technical Proposal would be the arithmetic sum of the marks assigned to the Applicants under each of the parameters listed above. The Financial Proposals of only those Proposals that have achieved 70 points or more will be opened after due intimation for evaluation. The applicant tendering least cost shall be considered and declared as the Preferred Applicant.

4.9 Award of Consultancy

(i) In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, NRDA shall declare the Preferred Applicant as the Successful Applicant. NRDA will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.

(ii) The Successful Applicant shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as NRDA may agree to in its sole discretion. Failure of the Successful Applicant 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 Applicant 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.

4.10 The selected CSC shall, not later than 2 (two) months from the date of intimation of its selection as successful Applicant, get the CVs of the team members to be deployed at Naya Raipur approved from the Chief Executive Officer, NRDA, sign the agreement and deploy the team members in Naya Raipur. Provided that, NRDA shall personally interview the proposed personnel individually to approve their CVs. 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 CSC for approval. Provided further that in the event of any delay in signing the agreement on the part of the CSC or getting approval of CV of any member or delay in deployment of any team member, a time extension upto 30 days may be given on written application of the CSC by the CEO with or without penalty which shall be deducted from the first payment due under this agreement.

4.11 The CSC shall provide all equipments required for the Communication Support services that includes computers, printers, scanners and relevant Software's at the premises of the Naya Raipur Development Authority. The preferred configuration of the hardware and softwares is given below. It should be of similar or higher configuration and specification than the following:

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Sr. No.	Name of the Equipment & Software	Configuration	
		Client Servicing /Copywriter	Design/ Reprographic Executive(Print)
1.	Computer Details		
	Model	Dell Vastro 200 Mini Tower Desktop	Dell Vastro 470 Mini Tower Desktop
	Processor	Intel Core 2 Duo, CPUE8400@3.00 GHz 2.99 GHz	3 rd Generation Intel Core, i7-3770 Processor [3.4 GHz, 8MB, 4C]
	RAM	4 GB	8 GB
	Hard Disk	250 GB	1 TB
	Monitor	Dell 24" LED	Dell 24" LED
2.	Printer	HP Office jet Pro K8600[A3]	
3.	Printer	Multi functional printer.	
4.	Scanner	HP Scanjet G3110	
5.	Client Servicing / Copywriter	Software: Microsoft Office 2010, Acrobat Reader.	
6.	Design/ Reprographic Executive(Print)	Software: <ul style="list-style-type: none"> • Adobe CS 6 [Photoshop, Illustrator, In Design & Acrobat Reader]. • CorelDraw X6 • Microsoft Office 2010 	

An amount upto Rs 5 lakhs for procurement of Hardware and software shall be provided by NRDA by way of mobilization advance on receipt of procurement of hardwares and softwares Naya Raipur. the mobilization advance shall be deducted in 4 monthly equal installments from 4th monthly payment onwards.

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

Date:

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

Subject: Proposal for the Selection of Communication Support Consultant (CSC) to NRDA.

Dear Sir,

Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Applicant ”), 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 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.

2. 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 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 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 Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)
Seal of the Applicant

Details of Applicant
(On the Letter Head 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 contact / communication for NRDA with the Applicant:
 - i. Name :
 - ii. Designation :
 - iii. Company/Firm :
 - iv. Address :
 - v. Telephone number :
 - vi. E-mail address :
 - vii. Fax number :
 - viii. Mobile number :

Note:

Notarised copies of following documents shall be enclosed:

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

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 of **Communication Support Consultant (CSC)** in Naya Raipur. 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.

Accepted

Signature)
(Name, Title and Address of the Attorney)
Date:

Dated this the _____ Day of _____2013
For _____
(Name and designation of the person(s)
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 executant(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.

**Format for Experience of Services provided by the firm
(To be filled for each service provided)**

1	Name of the client to whom the service provided	
2	address phone, email of Client	
3	Is it a Public or Semi Public Organisation.	
3	Main function of the client	
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 services b. completion of services	
9	Value of Services:	

Signature of the Authorized Signatory

Seal of the firm/company

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

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

Methodology Statement and Approach

(Not more than 2 pages)

Signature of the Authorized Signatory

Seal of the firm

A. Details of Team Leader cum Graphic Designer who would be deployed at Naya Raipur for this Assignment.

(In tabular form only)

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

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

(In tabular form only)

	Present Designation in the Applicant's organisation	No	Graduates	Post Graduates	Certificate courses	Length of Service
1	Creative Artists					
2	Graphic Artists					
3	Copy writers					
4	Any Other					

Signature of the Authorized Signatory

Seal of the firm

Format of CV of the Team Leader cum Graphic Artist (designer)

- 1 Name:
- 2 Sex:
- 3 Date of Birth:
- 4 Contact / communication Address:
- 5 Permanent Address:
- 6 Mobile No.:
- 7 E-mail ID:
- 8 Work Experience:

S. No.	Name of Firm	From date	To Date	Duration of service	Designation	Number of persons reporting	Job Description

- 9 Education Qualification:

S. No.	Name of Course / degree / qualification	Year of completion	% of Marks / OAGP obtained	Name of Institute	Name of board / university	Specialization, if any

- 10 Details of training availed:

S. No.	Name of Training	Details of training program	Year of training

- 11 Languages known:

S. No.	Name of language	Speak (Y/N)	Read (Y/N)	Write (Y/N)

12 Other details, if any, may be mentioned here

13 Certification by the Personnel:

This is to certify that the above details are true to best of my knowledge

Signature of the personnel

14 Certification by the Authorized Signatory of the applicant firm:

This is to certify that the above person is working with our firm as _____ [mention present designation] from _____ [mention the date], who will dedicated for the subject assignment for guiding, managing and supervising the team to be deployed.

Signature of the Authorized Signatory

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
March 2011	
March 2012	
March 2013	
Average:	

Signature of the 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

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

[Location, Date]

To

The Chief Executive Officer (CEO)

Naya Raipur Development Authority

Mantralaya, Near Mahanadi Bhavan, Capital Complex, Sector-19,

Naya Raipur 492 002, Chhattisgarh

Dear Sir,

Sub: Selection for Communication Support Consultant (CSC) in Naya Raipur

We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above. Our Financial Proposal for Project is for the sum of Indian Rupees..... (Amount in words and figure). This amount is inclusive of all taxes including service tax.

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. This 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 also understand that an amount upto Rs 5 lakhs for purchase of Hardware and software shall be provided by NRDA by way of mobilization advance on receipt of procurement of hardware and software as stated in the RFP for successfully delivering our responsibilities and upto the satisfaction of NRDA. We understand that the mobilization advance shall be deducted in 4 monthly equal installments from 4th monthly payment onwards.

5. We understand that Income Tax shall be deducted at source by NRDA as per applicable laws.

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

7. 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 fraud 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.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address:

BREAKUP OF FINANCIAL PROPOSAL

(On Applicant's letter head)

[Location, Date]

To

The Chief Executive Officer (CEO)

Naya Raipur Development Authority

Mantralaya, Near Mahanadi Bhavan, Capital Complex, Sector-19,

Naya Raipur 492 002, Chhattisgarh

Dear Sir,

Sub: Selection Consultant for Communication Support Consultant (CSC) in in Naya Raipur

We attach the breakup of the Financial Proposal as follows:

Sl. No.	Expenditure Heads	Part of Total Monthly Fee as part of Financial Proposal (INR)
A	Cost to company for personnel	
1	Team Leader cum Graphic Designer	
2	Art Work Executive	
3	Office Executive	
4	Services of other supporting staff and Back office	
	Subtotal A	
B	Cost for hardware, computers, printers and office equipment (lump sum)	
C	Overheads	
D	Out of pocket expenses on Communication, travel, boarding lodging, per diem etc.	
E	Profit	
F	Total Monthly Fee (Sum of A to E)	
G	Service Tax and cess (At present rate of _____ %)	
H	Total Monthly Fee including Service Tax and cess (F+G)	

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)

- 3.3 Jobs other than designing, artworks and processing of print communications, like arranging of printing of booklets / brochures /house journals / annual reports , film making , preparing spots , organizing Exhibitions/Melas, handling of VVIP visits, Institutional/Media campaigns, etc. will be decided on competitive tendering basis directly by the Naya Raipur Development Authority to be specialized agencies in this field.
- 3.6 Agency shall indemnify Naya Raipur development Authority against any claim or proceedings bought against it by reason of omission or negligence on its part of its servants/agents, in the performance of said services.
- 3.8 On the completion of any assignment/job, agency shall deliver to the Naya Raipur Development Authority or its appointed representative all materials,papers,etc. and all other things belonging to or entrusted by Naya Raipur Development Authority to the Agency.
- 3.9 Agency shall not sublet or assign complete or part of any job to the Agency by Naya Raipur Development Authority.
- 3.11 The courts in Naya Raipur alone shall have the jurisdiction in respect of any legal proceedings arising out of these conditions.
- 3.12 The Naya Raipur Development Authority reserves the right to terminate the services of any agency at any time after giving due notice, but without assigning any reason whatsoever.
- 3.13 The agency shall vacate the office premises within one week from the effective date of cancellation/completion of the contract.

Draft Consultancy Agreement

THIS AGREEMENT ("Consultancy Agreement") is made on the ___ this day of _____ 2013 at Raipur.

BETWEEN

NAYA RAIPUR DEVELOPMENT AUTHORITY, a statutory authority constituted by Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, having its office Mantralaya, Near Mahanadi Bhavan, Capital Complex, Sector-19, Naya Raipur 492 002, Chhattisgarh (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. Naya Raipur Development Authority (NRDA) vide NIT No. 4370/609/9-CEP/NRDA/2013-14 dated 25.9.2013 invited proposals for selection of Communication Support Consultant (CSC)
- 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 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 by deploying dedicated personnel with specified qualification, experience and skill sets.
- D. In consideration thereof, NRDA will pay to the Consultant fee and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- E. NRDA hereby appoints M/s. ----- for providing the **Communication Support** 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 :-

Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)

Appendix F	Qualifications and competence of the key professional staff
Appendix H1 & H2	Fees offered by the consultant and accepted by NRDA
Appendix I	(i) Roles, Responsibilities and Scope of Services of Communication Support Consultant (CSC) and (ii) Minimum Qualification and Experience of personnel. (iii) List of Hardwares and softwares to be provided by CSC
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 Naya Raipur Development Authority, Raipur, Chhattisgarh - First Party

By the hands of its authorized signatory

Authorized Signatory of First Party

Name:
Designation:
Address:
Capital Complex, Sector – 19
Naya Raipur (C.G.) 492002

In the presence of:

1. _____,

Name :
Address:

Authorised Signatory of Second Party

Name :
Designation:
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 (CSC). The CSC, 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. DURATION OF THE AGREEMENT

The duration of the services shall be Two Years initially which may be extended for further term [Two Years]. The monthly fee shall be incremented by 10 (Ten) percent of fees after each year of completion of services, on previous year's fees, provided that the services are continued after satisfactory performance.

3. MODE OF PAYMENT

3.1. (a) By 15th day of each month the CSC shall raise invoice for the monthly fee for the previous month, along with the list of jobs performed in the previous month, list of issues / critical activities, if any and attendance sheet of all personnel showing days of absence, duly certified by the Project Manager. The fees shall be paid within 15 days from the date of receipt of the invoice,. However, the first monthly fees shall be due & be paid one month after the actual deployment of the staff at /Naya Raipur. The fees shall be inclusive of all out of pocket expenses of the personnel 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 the Service tax and Cess, which will be paid separately, as agreed here under. Income Tax shall be deducted at source by NRDA.

3.2. The expenses on account of travel, made by the CSC team members which shall include, the cost of travel, local conveyance, lodging and boarding in the host city shall be paid by NRDA, provided that the travel is made with the prior written approval of CEO, NRDA or when the travel has been made as per the written instruction of NRDA. The eligibility for the travel for the Team Leader would be AC 2-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class I (Jr. Grade) Officer of the State Government. The eligibility for the travel for other personnel of CSC would be 3-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting expenses as admissible to Class II Officer of the State Government. NRDA would provide in advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the team member.

Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)

- 3.3. The Project Manager shall visit office of NRDA of every month and shall spend 2 working days, to discuss list of activities, project structure, strategies, NRDA policies, any issue with the working of CSC etc. The cost of such travel, lodging, boarding, local conveyance, out of pocket expenses by the Project Manager shall be part of the monthly fee of CSC and shall not be paid extra by NRDA.
- 3.4. Unless otherwise directed by NRDA, all the submissions and output shall be vetted by the back office and shall be submitted officially with a cover letter duly signed (both the submission and the cover letter) by the Project Manager and with his / her office seal.
- 3.5. NRDA may request visit of any other official of the organization of the CSC for any expert advice and discussion. For such instances, cost of travel from the location of such official in India to Raipur, cost of local conveyance in Raipur and Naya Raipur, cost of food, accommodation and out of pocket expenses shall be paid by NRDA, along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the CSC in its communication, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.
- 3.6. NRDA shall, at its cost and expense, provide to the CSC staff the facilities such as suitable work-place including workstations with table, chair, phone connection, internet connection, furniture, fittings, stationery and consumables. However, required software and hardware like, Desktops/ Laptops, external USB storage, data card, printers, scanner photocopier etc. shall be provided by the CSC at its own cost at approved location at Raipur/Naya Raipur. All hardware and softwares procured by the Consultant shall be maintained by the Consultant at its cost.
- 3.7. An amount upto Rs 5 lakhs for procurement of Hardware and software shall be provided by NRDA by way of mobilization advance on receipt of procurement of hardwares and softwares Naya Raipur. the mobilization advance shall be deducted in 4 monthly equal installments from 4th monthly payment onwards.
- 3.8. The Service Tax, Cess, Surcharge levied on such services shall be payable extra by NRDA at the then prevailing rate on every payment made to the CSC against invoice, including those for paying the travel cost of any personnel of the Consultant's organization, other than the Project Manager.
- 3.9. (a) The holidays, working hours and the timings for working days shall be in accordance with those prevailing in NRDA. The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support NRDA in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.
- (b) 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 shall be made from the payment due.

Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)

4. PERFORMANCE SECURITY y

An amount of Five Percent shall be deducted from each payment made to the CSC during the first year of services and shall be retained by NRDA as Performance Security, which shall be returned after the termination of the contract, and handing over of all deliverables which had been created as a part of performance of services, without any interest and after deducting penalties, if any.

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. DEDUCTIONS

- 6.1 The remuneration aforesaid is for the complete assignment which includes designs, artworks and processing ensuring the quality of material, failing which the Naya Raipur Development Authority shall levy and recover from the pending bills of the agency as liquidated damages at 0.5% per week or part thereof subject to a maximum of 5% of award value.

- 6.2 All personnel deployed under CSC shall be eligible for leaves for a cumulative period of 30 working days in a year which shall not exceed 10(ten) working days at one time. The Team Members of the CSC shall obtain written approval of the leave from the CEO, NRDA or any officer nominated by him.

- 6.3 In the event the Project Manager, proposed in the technical proposal, is changed, one time penalty, equivalent to one month's fee shall be imposed, unless the reason of change is not due to reason of leaving the Consultant's organization by the Project Manager. In the event of the change in the Project Manager, the Consultant shall substitute the personnel with equal or higher qualification with prior approval of NRDA

- 6.4 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

- 7.1 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. NRDA shall have right to review the performance of the CSC and if NRDA is not desirous of continuation of the services of the CSC 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 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 on the date of termination.

Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)

- ii. NRDA or the CSC 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 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”)

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 In the event, any service required by any of the experts of the Consultant’s organization, Consultant shall provide such services on mutually agreed terms and conditions.
- 10.2 In the event NRDA desires the Consultant to perform 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.
- 10.3 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.

Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)

- 10.4 In the event NRDA is not satisfied with performance of any of the personnel deployed, NRDA shall write to the Consultant to substitute such personnel within 90 days with personnel, acceptable to NRDA with equal or higher qualification and experience.
- 10.5 In the event NRDA does not have the requirement of one or more personnel deployed, NRDA shall intimate the same to the Consultant in writing. The Consultant shall withdraw such personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- 10.6 NRDA shall have the right to instruct the Consultant to deploy additional experts as part of the CSC. The Consultant shall deploy such experts, acceptable to NRDA, within 90 days of receipt of such instruction of NRDA, at mutually agreed terms & conditions and fees.
- 10.7 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
- 10.8 Unless otherwise agreed, NRDA shall have the copyright on all the designs, artwork, reports, documents, maps and any etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.
- 10.9 No personnel of CSC can be changed / substituted by the Consultant, except in the case of leaving of a CSC 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 60 days from the date of notice of resignation of such personnel. Monthly fee shall be paid as per actual deployment at a given time.

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 judgments, 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

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Secretary, Housing and Environment Department, Government of Chhattisgarh, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (“Arbitration Act”).

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.

Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)

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, recognized courier, mail, telex 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

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.

20. FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil riots, Fire directly affecting the performance of the contract, Flood and Acts and Regulations of respective government of the two parties, namely the Naya Raipur Development Authority and contractor.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause of amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting more than 2 [two] months, the Naya Raipur Development Authority shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand expanded by the period for which such cause lasts.

Schedule 1: Terms of Reference

Schedule 2: Financial Proposal of the CSC

To be appended before signing of the Agreement

Request for Proposal (RFP) for Selection of Communication Support Consultant (CSC)

Schedule 3: Name of the Project Manager and Name and designation and key personnel of the CSC to be deployed at office of NRDA

To be appended before signing of the Agreement

Schedule 4: Final version of the RFP document

To be appended before signing of the Agreement

Scope of Services of Communication Support Consultant (CSC) Qualification and Experience of Experts and Office Assistant

1.0 Scope of Services

- 1.1 The contracted Communication Support Consultant (CSC) may be required to provide all technological support for the effective functioning of the CSC for performing one or more of the following assignments from time to time.
- 1.2 NRDA has to prepare, publish and circulate various advertisements, notices, Marketing booklets, etc for dissemination of information and marketing of various projects from time to time. Various types of Presentations, booklets, Broachers, Coffee table books, route maps and other media materials are required to be prepared and circulated for public, seminars, meeting, conferences, VIP visits etc. The materials are to be produced in English and Hindi Languages. NRDA also intends to document and prepare archive of important events, publicity materials in print, audio and video forms. NRDA needs human resource and intellectual support for the above purpose and intends to select a firm for providing the required services through this RFP.

2.0 Design

The **Communication Support Consultant (CSC)** would conceptualise designs for a range of print and electronic communications. This could include brochures, presentations, posters, appointment advertisements, outdoor communications, hoardings, signage, identity, promotional material for events, Rout maps, Display drawings, stationery design, news materials, electronic communications etc The Communication Support Consultant (CSC) will work in close coordination with the media related agencies like the public relations department of Naya Raipur Development Authority and Government of Chhattisgarh.

The Communication Support Consultant (CSC) will scan images from the reflective media and transparencies, retouch them, create illustrations, and position these elements along with text within a layout to finish an artwork.

(Layouts: Positioning and assembly of various elements like pictures, text, illustrations to form appealing layouts. Artworks: Essentially this would include all activities that will be needed to convert designs into artworks.)

3.0 Processing and printing support

The Communication Support Consultant (CSC) would also handle all the processing work required to convert artworks into a printable format, i.e. the finished artwork can be converted into reprographic material to be handed over to the printer. For this purpose, it is essential that the service provider must have in-house facilities for processing that include high resolution scanning, retouching and system work. The processing can be handled from the central studio of the service provider. The consultant would also support NRDA in contracting and hiring the printers on behalf of NRDA. These services are included as an integral part of the services that would be provided by the Communication Support Consultant (CSC)

4.0 Circulation support

The Communication Support Consultant (CSC) would be responsible for maintaining the mailing list for various target groups with regards to the all the marketing and communication activities of Naya Raipur and shall support NRDA in effective and timely circulation of its print and electronic communications

5.0 Maintaining Archive

The Communication Support Consultant (CSC) would maintain a archive of all the events, identities, prints, photos, Audios and videos etc in hard and electronic format.

6.0 News Letter

The Communication Support Consultant (CSC) would publish a NEWS letter fortnightly or at such other interval as may be decided, for NRDA containing activities, events, communications and Marketing etc linked with archive data for future reference.