

2022

**Request for Proposal (RFP) for Selection of
a Creative Design and Media Partner for
providing services for 44th FIDE Chess
Olympiad, Chennai, India- 2022**

**Director of Information and Public Relations
Ex-officio Deputy Secretary to Government.
Secretariat, Fort St. George,
Chennai 600 009, Tamil Nadu, India**



DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder (s), whether verbally or in documentary or any other form by or on behalf of the Director, Information and Public Relations, or any of their employees or advisors, is provided to Bidder (S) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the **DIRECTOR, INFORMATION AND PUBLIC RELATIONS**, to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the **DIRECTOR, INFORMATION AND PUBLIC RELATIONS**, in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the **DIRECTOR, INFORMATION AND PUBLIC RELATIONS**, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder 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 obtains independent advice from appropriate sources. Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. **DIRECTOR, INFORMATION AND PUBLIC RELATIONS**, accepts no responsibility for the accuracy or

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The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **DIRECTOR, INFORMATION AND PUBLIC RELATIONS**, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder.

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DEFINITIONS

- a) “Applicant / Creative Design and Media Partner (CDM)” means a reputed national/international Company/ Firm having the requisite qualifications and experiences may download the RFP document from the website of DIPR dipr@tn.gov.in and applied for the same. The Consultant who succeeds in this RFP process shall also be referred to as “CDM Partner”.
- b) “Proposal Submission Date” means the prescribed last date for submission of the Proposal (including the Technical Proposal and Financial Bid) as provided in the Schedule for Submission of RFP.
- c) “DIPR” means Director of Information and Public Relations.
- d) “Client” means DIPR.
- e) “Project” means the assignment for providing consultancy support to DIPR for 44th FIDE Chess Olympiad, Chennai, India, 2022 as described in the Scope of Work provided in this RFP Section 2 of this RFP.
- f) “RFP” means Request for Proposal.

SECTION 1 - TENDER NOTICE

Tamil Nadu is one of leading States in Sports activities across various States of India. Tamil Nadu has emerged as one of the preferred destinations for conducting sports events of national as well as of international standards. Having organized events like FIDE World Chess Championship 2013 in the State of Tamil Nadu intends to continue its legacy in organizing such events. In this context, the State plans to organize 44th FIDE Chess Olympiad, Chennai, India, 2022 from 28th July to 10th August, 2022.

Government of Tamil Nadu through DIPR proposes to engage the services of a professional firm for providing Creative Design and Media Partner services for the 44th FIDE Chess Olympiad, Chennai, India, 2022.

Sealed Proposals are hereby invited from reputed and experienced agencies to serve as CDM partner for 44th FIDE Chess Olympiad, Chennai, India- 2022 as per the terms and conditions provided in this RFP.

Schedule for Submission of the RFP:

EVENTS	DATE
Date of issue of RFP	20th May 2022
Pre Proposals (bid) meeting	23rd May 2022 3.00 PM
Last date for issue of addendum to RFP document	25th May 2022
Last date of submission of Proposals (Proposal Submission Date)	30th May 2022 3.00 PM
Technical Proposals opening	30th May 2022 3.30 PM
EMD amount	Rs.50,000/- (Rupees Fifty Thousand Only)
DD in favour of	Director of Information and Public Relations Secretariat, Chennai-09,

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**Director of Information and Public Relations
& Ex-officio Deputy Secretary to Government.**

SECTION 2 - SCOPE OF WORK

(A) Scope of Work

The Creative Design and Media Partner will be engaged for the following services in relation to 44th FIDE Chess Olympiad, Chennai, India- 2022:

- i. Formulating and implementing a Creative Strategy for the international and national audience.
- ii. Designing of creative for print, digital, electronic media and facilitating the designing of panels, display boards, signage, tableau, mobile exhibition units, etc.
- iii. Designing of various communication papers for the participating delegates such as invitation cards, Guide, Road Maps to venue, etc.
- iv. Conceptualizing, designing and supervising preparation of promotional literature/material in print and electronic form. The Print creatives would, at times, be required to be provided at very short notice (Within few Hours).
- v. Creation of advertisements for print media and facilitating preparation of advertisement for electronic and interactive media.
- vi. The CDM partner should provide all digital services necessary pre-event and during the event.
- vii. Publicity materials will have to be designed in Tamil, English & selected International Languages Chinese, Spanish, Japanese, German, French,, Russian and other prominent International languages in order to reach the Global Audience. The bidder should have tie up with the persons who are having enough Global Languages Knowledge.

- viii. Designing and preparation of brochures, promotional materials, booklets, Seminar kits, etc.
- ix. Designing of newsletter from the content provided by Media Partner for the 44th FIDE Chess Olympiad, Chennai, India, 2022.
- x. Any other creative work that may be assigned by Director, Information and Public Relations, from time to time.
- xi. Media space buying is not within the scope of this RFP but the CDM partner must coordinate this activity and must assist the Director, Information and Public Relations, in obtaining the best possible rates.
- xii. Project Period -The project is for a tentative period of **3 months**. The above period is subject to change depending on the actual date of 44th FIDE Chess Olympiad, Chennai, India, 2022. Government of Tamil Nadu and Director, Information and Public Relations, reserves the right to change or modify the above period.

(B) Terms of Payment

- a. The Creative Design and Media agency is required to quote their fees for the total duration of project and the payment flow would be as follows:

Stage of payment	% of total fees quoted
Mobilization fees at the time of signing the contract	20% On providing Bank Guarantee
Equal Monthly Retainer Payments	50%
One Month after completion of 44 th FIDE Chess Olympiad, Chennai, India-2022	30%
Total	100%

- b. During the period of the contract the Creative Design and Media agency will be required to submit a Monthly Progress Report for the payment of consultancy fee every month.
- c. In the event of postponement of 44th FIDE Chess Olympiad, Chennai, India- 2022, the monthly retainership payment will be proportionately increased.

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SECTION 3-QUALIFICATION CRITERIA

A) General

a. Experience: The CDM Partner should have been in the business of providing Creative designing services like advertisement designs preparations, creative preparations, brochures, booklets, and related activities in India for at least 5 years as on 01.06.2022 related to big events in State and Central Government.

- i. The firm should have its own office in Chennai to regularly serve our purpose.
- ii. The bidder must be proprietorship firm or partnership firm or private limited company or public limited company. In case of partnership firm it must be registered under Partnership Act. In case of private limited company or public limited company it must be registered under the Indian Companies Act 1956.
- iii. Proof of Partnership Deed, Incorporation of the Firm / Company (Articles of Association) should be submitted duly attested by the authorized signatory.
- iv. Statement of legal capacity.
- v. Five Work order copies from each of the last five years.

b) Consortium / JV /tie-ups not allowed

c) The CDM Partner should have annual revenue of Rs.5.00 Crore in any of the last three financial years mentioned 2019-20, 2020-21, 2021-22. Copy of audited balance sheet (including Profit and Loss Statement) for last 3 financial years clearly indicating the revenue from relevant applicable activities and attested by the authorized signatory should be attached.

d) The CDM Partner should have been registered entity in India. It should have at least 10 employees including Creative Designers, Copy Writers, Visualizers, Professional Script writers, etc.

e) Necessary registration documents establishing registration in India should be provided. Attested Copy of each of the following should also be furnished.

- (i) Permanent Account Number (PAN).
 - (ii) GST Registration Number.
 - (iii) Income Tax Returns filed for the financial years – 2019-20, 2020-21 and 2021-22.
- f) The CDM Partner should not have been blacklisted by any of the Govt. of Tamil Nadu, Govt. of India, or any State government/PSUs. An affidavit to this effect should be provided by the agency on appropriate stamp paper.
- g) The agency should be a profit-making agency in each of the last three financial years.
- h) Individuals who have done piecemeal/freelance/job work are not eligible for this tender.
- i) The firm should submit the sample of latest creative work carried out in the last three years

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SECTION 4-INSTRUCTION TO BIDDING AGENCIES

- a) The Technical Proposal along with EMD shall be placed in a sealed envelope clearly marked "Technical Proposal".
- b) Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal".
- c) The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope clearly marked "PROPOSAL FOR CDM Partner for 44th FIDE Chess Olympiad, Chennai, India- 2022" and sealed.
- d) This outer envelope shall bear the Name of the Assignment, Submission address, etc. The Proposals must reach Director, Information and Public Relations, on or before the last date of submission mentioned in the notice inviting tender.
- e) Any Proposal received by Director, Information and Public Relations, after the deadline for submission shall be returned unopened. Director, Information and Public Relations, shall not be responsible for any postal or courier delays.
- f) All contents of the Proposal should be clearly numbered indexed and arranged in a sequence and shall be bound firmly.
- g) The Original Proposal (Technical Proposal) shall contain no interlineations or over writing, except as necessary to correct errors made by the official of Agency themselves.
- h) The person who signs the proposal must put initial against such corrections. Submission letters for both Technical Proposals should respectively be in the formats specified in this document.
- i) The proposals shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney/board resolution or in any other form demonstrating that the representative has been dully authorized to sign.
- j) The selection would be on the Quality Cum Cost Based Selection (QCBS) based on the final weighted score, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected agency.

- k) The Creative Agency should be able to provide a qualified servicing and creative team, for undertaking the creative work and campaigns. The creative agency team would work closely with the Director, Information and Public Relations, and should be available always at the call of the Management.
- l) Creative Agency team should include: Creative Director (1 no's), Copy writer (2 no's) , Visualizer (3 no's) , person for DTP servicing (2 no's).
 - a. The team must be stationed in Chennai during the entire project period. The creative team mentioned in the bid should necessarily be the same which would work on this account.
 - b. A confirmation letter from the Creative Agency for being able to provide the qualified team should be attached.
 - c. CVs of all the team members certified by the authorized signatory and clearing indicating educational and professional qualification and experience should be attached.
- m) The Agencies shall bear all costs associated with the preparation and submission of their proposals. Director, Information and Public Relations, is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to DIPR.
- n) The Technical and Financial Proposal to be submitted by the agency should be firm and valid for a period of 90 days from the last date of submission of the proposal.
- o) Agencies may seek clarifications on the guiding document, if any, at the time of pre bid meeting or before 7 calendar days from the due date of submission of the Proposals. Any request for clarification must be sent in writing, email or by fax to DIPR.
- p) At any time before the submission of Proposals, Director, Information and Public Relations, may amend this document by issuing an addendum, which shall be binding on the agencies.
- q) The agencies shall acknowledge the tender conditions and all subsequent amendments and submit along with their proposals duly signed. Therefore, the tender document signed by the authorized signatory should be the part of the technical proposal.

- r) Director, Information and Public Relations, will select the agency who has scored the highest as per the evaluation criteria – combined score of technical proposal and financial quote.
- s) The selected firm may be invited for negotiations, if felt necessary by DIPR.

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SECTION 5 -PREPARATION, SUBMISSION AND EVALUATION

A. Preparation of Technical Proposal

In addition to the documentary proof of the minimum qualification criteria listed in Section 3, it is suggested that the agency should submit the proposal covering the following invariably which would be considered for further evaluation as part of technical presentation.

- a) Dedicated Team Details – They Key members that would be working on the project should be indicated along with the career profile.
- b) List of the Clients and the work assignment as per the prescribed format should be provided.
- c) List of available infrastructures at the local office in Chennai for undertaking the Activities mentioned in the scope of work.
- d) Single point of contact: Please indicate the senior management personnel, who would be in regular touch with the State government for assignment.
- e) Bidder must submit single design of the following creatives relating to 44th FIDE Chess Olympiad, Chennai, India - 2022:
 - Sample brochure for 44th FIDE Chess Olympiad, Chennai, India- 2022 with Multi-Color printing
 - Sample Hoarding or Advertisement (printed in A4 size paper) for 44th FIDE Chess Olympiad, Chennai, India- 2022 and a Short video of 60-120 seconds promoting the same event.
 - Any one promotional literature from bidder's own end which will help to promote the event in a better way.

B. Preparation of Financial Proposal:

- a) In preparing the financial proposal, Creative Design and Media agencies are expected to consider the various requirement and conditions stipulated in this RFP document.
- b) The Financial Bid shall contain the lump sum financial quote covering the total fees/cost for the entire project including

GST/any other tax if applicable. The Financial Bid shall be for an overall amount for the entire project duration.

- c) The amount quoted should include all costs such as professional fees, consultancy fees, travel expenses, lodging, boarding, administrative charges, and all taxes/duties etc. Director, Information and Public Relations, will not reimburse any other expenses other than what is quoted in the Financial Bid.
- d) The Financial Bid shall be only in Indian Rupees.
- e) The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- f) The proposal should be submitted as per the standard Financial Bid submission form.
- g) Creative Design and Media Agencies must do their due diligence about the tax implications and the Client will not be liable for any tax incident other than the applicable GST.
- h) The proposals must remain valid for a period as specified in this RFP. During this period, the Creative Design and Media agency is expected to keep available the professional staff proposed for the Project. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, it may ask the Creative Design and Media Agencies to extend the validity of their proposals for a stated period. Creative Design and Media agencies, who do not agree, have the right not to extend the validity of their proposals

C. Payment Schedule:

- a) The agreed fees would be paid as per the payment schedule as specified in this RFP
- b) The payment would be made within 30 working days after submission of the bills. A brief report of the work carried out during the billing period should be submitted along with the bills.

- c) The final bill will be paid after submission of all the relevant documents, files, photographs, report, and any other material in hard/electronic format.

D. Opening of Bids:

- a) The Technical Proposal shall be opened at the prescribed date and time and shall be evaluated for satisfactory compliance of qualifications and conditions.
- b) Subsequently, for the pre-qualified agencies, a technical presentation would be arranged, where in the short-listed agencies would be invited to make the presentation on their concept to act as the Creative Agency before the Committee so constituted by DIPR, by giving due notice by email.
- c) Agency would have to bring in the requisite copies of the technical proposals in hard copies and in the suitable format of PPT, Movies, PDF, etc. for presentation to the Committee members. The presentation would be retained by Director, Information and Public Relations, for its records.
- d) Soft copy of the presentation to the Committee may, therefore, be made available to the Committee well in Advance, on the day of the presentation.

E. Technical Score would be calculated based on the following parameter:

- 1. Experience in Creative, Promotional Work
 - 5 years (Minimum) : 15 marks
 - 5-8 years : 20 marks
 - Above 8 years : 25 marks
- 2. Strength and spread of work carried out – 25 marks
- 3. Sample designs presented / submitted as mentioned in Clause – 25 marks
- 4. Team Composition & Experience of Key Professionals – 25 marks-
 - Upto 10 persons : 15 marks
 - 11-20 persons : 20 marks
 - Above 20 persons : 25 marks

5. Out of which 10 marks will be assigned for the qualifications of the Permanent Exclusive Team stationed in Chennai for the 44th FIDE Chess Olympiad, Chennai, India- 2022. (Please see Section 4 (l) (b).
- F.** The Committee after having evaluated the technical presentation would provide the technical score. The minimum score for the technical evaluation shall be 70 out of 100 marks. Agencies qualifying in the technical evaluation would then be eligible for the opening of the financial proposals.
- G.** Financial proposal would preferably be opened on the same day after the completion of the technical presentation. However, the final date of opening of the financial proposal shall be decided by DIPR. The proposals would be opened on given date and time, even if the representatives are not present.

H. Composite Evaluation of Score for Agencies:

Director, Information and Public Relations, will correct any arithmetical errors in Financial Proposals. While correcting arithmetical errors, in case of discrepancy between the amounts mentioned in words and figures, the amount quoted in words shall only

The Financial Score would be calculated as follows: Score calculation (B) = (Lowest Price quoted by an agency) X 100

(Price quoted by a bidder being evaluated)

The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score. The Assignment shall be awarded to the bidder scoring the highest final weighted score as decided by selection committee.

The Technical Score obtained, and the Financial Score obtained would be multiplied (in percentage) with the weightage (in percentage) to arrive at Composite Evaluation Score for each bid. The respective weightage for the Composite Technical Score and the Composite Financial Score is sent out in the table below:

No	Description of Parameters for composite evaluation score
	(A) Composite Technical Score – 70% - Weightage
	(B) Composite Financial Score – 30% - Weightage

I. Other Terms & Conditions:

- a) Right to accept/reject any applications.
- b) Director, Information and Public Relations, reserves the right to accept or reject any or all Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reasons.
- c) Amendment of RFP document.
- d) At any time, 48 hours prior to the deadline for submission of Applications, DIPR either on its own or on request of the Applicant may amend the RFP documents by issuing addendum or addenda including those issued after the pre bid conference. These addenda shall be posted at the website of Director, Information and Public Relations, and shall be treated as a part of the RFP Documents.
- e) Director, Information and Public Relations, may, at its discretion, extend the deadline for the submission of Applications.

J. Disqualification:

The following events and circumstances may result in disqualification of the applicant from the bidding process:

- a) Submission of Proposal after the Proposal Due Date
- b) If the Proposal contains misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) If the Proposal contains conditions other than the conditions mentioned in this document or any additional condition put in by the agency to the DIPR.
- d) If the Proposal submitted is not accompanied by the required documentation will be considered nonresponsive
- e) Agency is unable/fails to provide clarifications related to its Proposal.
- f) Creative Design and Media agency's Agencies who attempt to influence the qualification or selection process shall be disqualified from the process at any stage.
- g) Director, Information and Public Relations, reserves the right to reject or disqualify the proposal, if any detrimental information becomes known after the Creative Design and Media agency has been qualified.

- h) Director, Information and Public Relations, reserves the right to reject the Applicant, at the time, or at any time after such information becomes known.
- i) In case of such disqualification under any circumstances, the decision taken by Director, Information and Public Relations, shall be considered as final and binding.

K. Format and Signing of Proposal:

- a) The proposal should be short, concise & include all points indicated in the Document.
- b) The Proposal shall be typed or written in indelible ink and should be in English. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.

L. Confidentiality:

- a) Information relating to the examination, clarification, and evaluation for the Agency shall not be disclosed to any person not officially concerned with the process. The Government of Tamil Nadu representatives including its officials, directors, employees, and advisors will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence.
- b) The Government of Tamil Nadu representatives including its officials, directors, employees, and advisors would not divulge any other information related to financials, background etc. Unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

M. Conflict of Interest:

The Creative Design and Media agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Creative Design and Media agency and its affiliates shall not engage in consulting activities that conflict with the interest of the client.

N. Earnest Money Deposit:

- a) An Earnest Money Deposit (EMD) in the form of a Demand Draft, from a scheduled Indian Bank in favor of “Director of Information and Public Relations”, payable at Chennai, for the sum of Rupees Fifty Thousand only (Rs.50,000 only) will be required to be submitted by each Applicant along with the technical proposal.
- b) Bids received without the specified Earnest Money Deposit shall be summarily rejected.
- c) Earnest Money Deposits of unsuccessful applicants shall be returned, without any interest, within one month after signing the contract with successful applicant or when the selection process is cancelled by the Client.

O. Withdrawal of Proposals:

No modification or substitution of the submitted Proposal shall be allowed. A Creative Design and Media agency may withdraw its Proposal after submission, provided that the written notice of the withdrawal is received by Director, Information and Public Relations, before the due date of submission of Proposals. The withdrawal notice shall be prepared in original only and each page of the notice shall be signed and stamped by the Authorized Signatories.

The copy of the notice shall be duly marked “WITHDRAWAL”. No withdrawal will be permitted if the withdrawal request was received by Director, Information and Public Relations, after the last date of submission of proposal.

P. Negotiations:

- a) Negotiations will be held with the highest scorer to further reduce price and improve other parameters. The final negotiated consultancy fee shall be called the “Agreement Value”.
- b) Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference.

DIPR and selected Consultant/Firm will then work out agreed final Terms of Reference, staffing and bar charts

indicating activities, key and other support staff, time duration on the field and at the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract.

Q. Award of Contract:

Once the negotiation is finalized with the highest scorer, the successful bidder will be informed of the acceptance of the proposal and he will convey his acceptance within 7 days and will be expected to enter a written contract incorporating all the terms of the RFP within 10 days of such intimation.

R. Performance Security:

The Successfully CDM Partner shall, before entering contract, furnish a performance guarantee for satisfactory execution of the consultancy in the form of a bank guarantee for an amount equivalent to 5% of the Agreement Value. The Bank Guarantee shall be valid till January 31.2023.

S. Corrupt or Fraudulent Practices:

Director, Information and Public Relations, requires that Applicants under this RFP observe the highest standard of ethics. In pursuance of this policy, no bidder shall engage in any corrupt practice or fraudulent practice.

- a) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public servant; and
- b) “Fraudulent Practice” means a misrepresentation of facts in order to influence the decision to award the consultancy contract to the detriment of Director, Information and Public Relations, and targeted stake holders and includes collusive practice among Applicants (prior to or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Director, Information and Public Relations, and targeted stake holders of the benefits of free and open competition.
- c) Director, Information and Public Relations, will reject a bid for award of consultancy work if it is determined that the

Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

T. Forfeiture of EMD:

Director, Information and Public Relations, will declare an Applicant ineligible, either indefinitely or for a stated period, to be awarded a contract / contracts, if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract

- a) Failure by the Selected CDM Partner to accept the order issued by the Client with respect to award of the Contract, within seven days stipulated time from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of DIPR. However, Director, Information and Public Relations, reserves its right to consider at its sole discretion the late acceptance of the order by Selected CDM Partner.
- b) Failure to execute the Contract within **7 days** stipulated time of acceptance of the order by the Selected Consultant makes the EMD liable for forfeiture at the discretion of DIPR. In such a case, Director, Information and Public Relations, at its discretion may cancel the order placed on the Selected Consultant without giving any notice.
- c) Failure to submit the performance guarantee within stipulated period from the date of execution makes the EMD liable for forfeiture. In such instance, Director, Information and Public Relations, at its discretion may cancel the order placed on the Selected Consultant without giving any notice.

U. Breach Contract:

Save as provided hereunder any activity in violation of this Contract to be executed shall be termed as breach of Contract.

V. Force Majeure:

The failure of a Party to fulfil any of its obligations shall not be a breach of or default in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract. In the event of a Force Majeure event, the parties shall take the following measures:

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations here under with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- d) For the purpose of this RFP, " Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances by acts of God and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents' employees thereof, not (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

W. Termination for Default:

The Director, Information and Public Relations, may terminate the Contract if:

- a) The CDM Partner fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as the Director, Information and Public Relations, may have subsequently granted in writing.
- b) The CDM Partner becomes insolvent or bankrupt

- c) The CDM Partner fails to comply decisions / mandate of the DIPR.
- d) Any document, information, data or statement submitted by the CDM Partner in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- e) The acts of CDM Partner is found to have indulged in unethical practices by DIPR.
- f) The CDM Partner may also terminate the Contract for Default if the Director, Information and Public Relations, is in material breach of its obligations pursuant to the Agreement and has not remedied the same within fifteen (15) days (or such longer period as the Knowledge Partner may have subsequently agreed in writing) following the receipt by the Director, Information and Public Relations, of the CDM Partner's notice specifying such breach.
- g) In the event of termination for default, the party at default shall be liable to pay damages to the party not at fault. In addition, Director, Information and Public Relations, shall forfeit the Performance Security if the fault lies with the CDM Partner

X. Termination without Default:

Director, Information and Public Relations, shall be at liberty to terminate the Contract without assigning any reason by giving **7 ays** written notice to the other party.

Y. Penalty for delay:

If progress of the assignment or the quality of output is not as per the agreed scope of work, the Selected Bidder shall be liable to pay penalty to Guidance Bureau. For delay and poor quality, a penalty up to 10% of payment due for the monthly retainer ship will be deducted from the next due payment. This provision will be without prejudice to the right of Director, Information and Public Relations, to exercise its right to terminate the contract and claim damages.

Disputes Resolution:

In the event of any legal disputes between parties, the appropriate civil court in Chennai will have sole and exclusive jurisdiction to settle the disputes.

Confidentiality:

- a) The RFP document contains confidential information proprietary to Guidance Bureau. Director, Information and Public Relations, is bound by an agreement of confidentiality and secrecy with regard to the dealings of all stakeholders. The selected Consultant for the consultancy services may have access to some confidential information for the purpose of the project implementation.
- b) The CDM Partner shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The CDM Partner shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. Director, Information and Public Relations, is entitled to be indemnified by the Selected CDM Partner for any loss/damage to reputation and/or for any breach of confidentiality.
- c) The information referred to shall include but not restricted to any and every information concerning Director, Information and Public Relations, and its stakeholders which the CDM Partner comes to know only on account of his being associated with Director, Information and Public Relations, through the contract which the Selected CDM Partner otherwise would not have had access to.
- d) The Selected CDM Partner shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from DIPR. Any reproduction of this RFP by Xerox / Photostat / Electronic or any other means is strictly prohibited without prior consent of DIPR.

Z. Liability of the CDM Partner:

The CDM Partner's liability under the Contract shall be as provided by the Applicable Law. However, the aggregate liability of the CDM Partner under this RFP and Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the CDM Partner hereunder. The preceding limitation shall not apply to liability arising as a result of the CDM Partner's fraud or willful misconduct in performance of the services hereunder.

****sd**17.05.2022**

Director of Information and Public Relations
& Ex-officio Deputy Secretary to Government.

TECHNICAL BID (Annexure I)

A) TECHNICAL BID (Technical Bid should be submitted in separate envelope super-scribing "TECHNICAL BID for 44th FIDE Chess Olympiad, Chennai)

1	Name of the Work	Request for Proposal (RFP) for Selection of a Creative Design and Media Partner for Providing Services.		
2	Name and Address of Tender/ Agency			
3	Company Profile	Annexure		
4	Annual Turn Over (Attach Audited Balance Sheet for each year)	(i) 2019-20 (ii) 2020-21 (iii) 2021-22		
5	Experience of similar work (Attach work order & certificate of successful completion or proof of final payment)	Year	No. of Works	Total Amt. (In Lakh Rs.)
6	EMD Cost (Rs.50,000 only)	DD No. _____ Date _____ Name of the Bank _____		
7	Registered Address			
8	Phone No. with STD Code			
9	Fax No.			
10	Mobile No.			
11	Email ID			
12	Address for all communications during the execution of work			
13	List of Enclosures	(i) (ii) (iii) (iv)	(v) (vi) (vii) (viii)	
<p>I /We declare that I/We have examined the terms and conditions mentioned in the Tender and accordingly agree and accept the same for tender/bid filing.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <p>Seal of the firm/company</p> <p>Date:</p> </div> <div style="text-align: right;"> <p>Signature of the Authorized Representative of Bidder/ Tender</p> </div> </div> <p style="font-size: small; margin-top: 10px;">The above tender cum bid format should be typed on the official letter head of the bidder. Separate sheet is to be enclosed if the space provided is not sufficient for the data to be provided.</p>				

SECTION 6 – FINANCIAL PROPOSAL – STANDARD FORM

Financial Bid Submission Form

To: (Location, Date)

Director, Information and Public Relations,
Phone 044-25671300
Telefax: 044-25677777
e-mail: dipr@tn.gov.in

Dear Sir,

Sub: Selection of a Consultant for providing Creative,
Design and Media Consultancy 44th FIDE Chess
Olympiad, Chennai, India- 2022.

Sl. No	Events	Amount	Amount (in words)	GST

1. We, the undersigned, offer to provide the consulting services support to the Director, Information and Public Relations, in accordance with your Request for Proposal dated (Insert Date). Our Financial bid attached is for the sum of (Insert amount(s) in words and figures) inclusive of all taxes including GST.
2. Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e.(date)
3. Our Financial Bid covers remuneration for all the Key Personnel and other associated personnel (Expatriate and Resident, in the field, office etc.), accommodation, equipment travels etc. The Financial Bid is without any condition.
4. We undertake that, in completing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Authorized Signatory