

2022

**Request for Proposal (RFP) To Select
an Agency for providing
Planning, Designing, Organizing and
Conducting the Cultural Events
during the Opening Ceremony and
Closing Ceremony of 44th Chess
Olympiad 2022, Chennai**

**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 obtain 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 otherwise for any interpretation or opinion on law expressed herein. **DIRECTOR,**

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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 / Selected Agency **for Planning, Designing, Organizing and Conducting the Cultural Events during the Opening Ceremony and Closing Ceremony** means a reputed National/International Company/ Firm having the requisite qualifications and experiences may download the RFP document from the website of DIPR Bureau and apply for the same. The Consultant who succeeds in this RFP process shall also be referred to as “Selected Agency”.
- b) “Bid 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 organizing Opening and Closing Ceremony by **Planning, Designing, Organizing and Conducting the Cultural Events during the Opening Ceremony and Closing Ceremony of 44th FIDE Chess Olympiad 2022, Chennai** as described in the Scope of Work provided in this RFP Section 2 of this RFP.
- f) “RFP” means Request for Proposal. Selected Agency means the Successful bidder selected by DIPR.

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. Tamil Nadu has organized events like FIDE World Chess Championship 2013 in the state that intends to continue its legacy in organizing such events. In this context, the State plans to organize 44th International Chess Olympiad 2022 from July 28 to August 10, 2022.

Government of Tamil Nadu through DIPR proposes to engage the services of a professional firm for **Planning, Designing, Organizing and Conducting the** “Opening Ceremony for the 44th International Chess Olympiad 2022.

Sealed Proposals are hereby invited from reputed and experienced agencies to serve **as** Selected Agency for 44th International Chess Olympiad 2022 as per the terms and conditions provided in this RFP.

Schedule for Submission of the RFP:

EVENT	DATE
Date of issue of RFP	09 June 2022
Last date & time submission of bid proposals (Bid Submission Date)	14 June 2022 by 11 :00 am
Technical Bid opening	14 June 2022 at 12 :00 Noon
Opening of Financial bid of the shortlisted bidders will be intimated separately and will be opened in the presence of the bidders representative who choose to be present.	Will be intimated later to the selected bidders.

****Sd****

DIPR & Ex Officio Deputy
Secretary to Government

Section 2 - Scope of Work

(A) Scope of Work

The **Selected Agency** will be engaged for the following services in relation to 44th International Chess Olympiad 2022:

- i.** Create themes for the “Opening Ceremony” depicting the Rich Culture, Heritage, Arts, History, Agriculture, Trade, Archeology, Architecture, Administration by Great Kingdoms, Modernization etc., of Tamil Civilization from Sangam age to the Modern era.
- ii.** Designing the themes with appropriate props and technologies to entertain National and International audiences who will watch this panoramic Opening Ceremony in person, telecasted and posted through Media and social media all over the world.
- iii.** The content and themes so planned shall be approved by the committee constituted by Government of Tamil Nadu for this purpose.
- iv.** After approval of the content, the partner shall engage necessary Artists, Musicians, Dancers, Celebrities, choreographers, Martial Artists etc., who must be the excellent performers in their respective fields.
- v.** The Creative Content shall be fully responsible for all Cultural activities involved in the conduct of “Opening & Closing Ceremony” including props, artists, rehearsals, food, accommodation, transportation, safety and security of personnel during the main events as well as rehearsals at the venue.
- vi.** The Selected Agency shall also be responsible for finalizing the sequence of Events to be conducted during opening & Closing ceremony.
- vii.** They shall plan, design and place necessary decorative arches and materials as deem fit for the locations showing the rich culture and tradition of Tamil Nadu.

The Selected Agency is entirely responsible for converting the place earmarked for opening ceremony in all aspects.

1. Some of the important arrangements shall include making the floor ready for conducting performances.
2. Stage preparations.
3. Ensuring safety and stability of the venue by obtaining necessary certifications.
4. All electrical and electronic arrangements with safety protocol.
5. Ensuring uninterrupted power supply with proper power backup.
6. The props and dresses to be used by the artists must be of good quality and duly approved.
7. Ensuring Fire Safety Protocols at the venue.
8. Ensuring that the lights and air conditions are maintained at optimum level.
9. Ensuring advertisements in print and electronic mode displayed at the venue are duly approved by the competent authority.
10. The Selected Agency must engage workers and volunteers duly verified and certified by Tamil Nadu Police. They all have to be issued ID card by the Police Authorities.
11. The workers and volunteers engaged must have Good physical condition and health and should have been Double vaccinated for COVID-19.
12. No child artist and animals shall be engaged for the event.
13. All the persons to be engaged by the Selected Agency must be have Insured.
14. The Selected Agency must ensure that a Medical Team is available round the clock during when work is been carried and the performances are rehearsed.
15. The Selected Agency must obtain all Necessary statutory clearances from the authority concerned.

- viii.** The Selected Agency shall undertake all works related to branding of the Venue.
- ix.** The welcome arch to the entrances of the venue must be established with due approval of necessary authorities.
- x.** The Selected Agency must make all necessary arrangement at the venue for conduct of Flag March by country delegates in coordination with AICF.
- xi.** To arrange public address system at the venues
- xii.** To arrange Photography, videography and Drone videography .
- xiii.** Proper internet facility must be made available at the ceremony venue.
- xiv.** Any other creative work that may be assigned by Tender authority, Director, Information and Public Relations, from time to time.
- xv.** 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 International Chess Olympiad. Govt. of Tamil Nadu and Director, Information and Public Relations, reserves the right to change or modify the above period.
- xvi.** **Terms of Payment**

- a) The Selected 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	0%
Equal Monthly Retainer Payments	70%
One Month after completion of 44 th International Chess Olympiad	30%
Total	100%

- b) During the period of contract, the Selected Agency will be required to submit a Weekly Progress Report for the payment of consultancy fee every month.

- c) In the event of postponement of 44th Chess Olympiad 2022, the compensation would be mutually discussed and agreed upon.

****Sd****

DIPR & Ex Officio Deputy
Secretary to Government

Section 3-Qualification Criteria

A) General

- i. (i) The applicant is permitted to associate with other firms of not more than two either in the form of Joint Venture (JV) or Consortium. Copy of the valid MoU/ agreement for the JV/ consortium with lead member should meet 60% of the Minimum qualification criteria and 40% by the other members. A maximum 3 members including the Lead Bidder would be allowed to form consortium.
- ii. The application shall be submitted by the lead member of consortium. The applicant firm or members of JV should not have been blacklisted by any of the Government of Tamil Nadu, Government of Indian or any State Governments/ PSUs.
- iii. The applicant firm should have its own office in Chennai to regularly serve the intended purpose.

B. Experience:

- iv. The applicant firm should have been in the business in relevant the field at least in the last 5 years as on 01.06.2022.
- v. The applicant firm must have an average annual turn-over of at least Rs.2.00 Crores during 5 previous financial years (2016 -17 to 2020-21)
- vi. The applicant firm should have successfully completed at least 2 assignments of similar nature in the last 5 years (2017 to 2022)

- vii. The applicant firm should propose at least 5 Nationally/ Internationally recognized experts in their relevant field for the project.

C. Documents

The following documents shall be submitted by the applicant firm.

- (i) Constitution of the bidder firms.
- (ii) Audited Balance sheet for the last 5 years (2016-17 to 2020-21, certified by chartered accountant)
- (iii) Copy of the work order and satisfactory performance certificate from their client for similar assignments done in the last 5 years (2017- March 2022).
- (iv) Copy of valid MOU or agreement for the JV/Consortium, authorizing the Lead member to sign the bid.
- (v) Proof for having own office in Chennai.
- (vi) List of Nationally / internationally recognized experts in their relevant field proposed to be engaged for the Opening and Closing Ceremonies with their details such as names, number of years of experience, and major projects they had undertaken in the relevant field in the last five years.
- (vii) Permanent Account Number (PAN).
- (viii) GST Registration Number& GST Returns for the year 2020-21.

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 The Cultural Partner for 44th Chess Olympiad 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 Technical& Financial Proposals shall contain no interlineations or over writing.
- h) Submission letters for both Technical& Financial 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 duly 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 Selected Agency should be able to provide a qualified servicing and Promotional creative team, for undertaking the creative work and campaigns. The Selected agency team would work closely with the Director, Information and Public Relations, and should be available always at the call of the Management.
- l) The Technical and Financial Proposal submitted by the agency should be firm and valid for a period of 90 days from the date of opening of technical proposal.
- m) 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.
- n) 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.
- o) 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.
- p) The selected firm may be invited for negotiations, if felt necessary by DIPR.

****Sd****

DIPR & Ex Officio Deputy
Secretary to Government

Section 5 -Preparation, Submission and Evaluation

A. Technical Proposal

In addition to the documentary proof of the minimum qualification criteria listed in Section 3, the documents and presentations made by the Agencies in Response to EOI vide DIPR/2479/Tender/2022 dated 26 May 2022 is accounted for Technical Evaluation at the sole discretion of Tender Inviting Authority.

B. Preparation of Financial Proposal:

- a) In preparing the financial proposal, the firms 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) The bidder must do their due diligence about the tax implications and the DIPR 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 selected agency is expected to keep available the professional staff proposed for the Project. The DIPR will make its best effort to complete negotiations within this period. If the DIPR wishes to extend the validity period of the proposals, it may ask the bidders to extend the validity of their proposals for a stated period.

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 in the presence of the Bidders representative who choose to be present and shall be evaluated for satisfactory compliance of qualifications and conditions.
- b) The Financial proposals of the shortlisted/selected bidders will be opened later under prior intimation to the shortlisted bidders.

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

- 1. Experience (5 years -3 marks, more than 5 years – 5 Marks) –5 marks
 - 2. Turn Over (Rs. 2 Crores – 2 marks, more than Rs.2 Crores -5 Marks)- 5 Marks
 - 3. Assignments (2 assignments -2 marks, more than 2 assignments – 5 Marks) – 5 Marks
 - 4. Number of Nationally / Internationally recognized experts in their relevant proposed to be engaged (5 experts – 2 marks, more than 5 experts -5 Marks) – 5 Marks
 - 5. Creative content for the proposal - Maximum 20 marks
 - 6. Clarity of the Proposal – Maximum 20 Marks
 - 7. Design of the proposal – Maximum 20 Marks
 - 8. Execution Capability – Maximum 20 Marks
- 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 be opened subsequently after completion of evaluation of technical proposal. 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 choose to be 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 least amount shall only be considered.

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 as stated in the table below:

No	Description of Parameters for composite evaluation score
	(A) Composite Technical Score – 80% - Weightage
	(B) Composite Financial Score – 20% - Weightage

I. Other Terms & Conditions:

A. Right to accept/reject any applications.

- (i) 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.

B. Amendment of RFP document.

- (i) 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.
- (ii) 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 and time.
- b) Proposals contains misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) Proposals contains conditions other than the conditions mentioned in this document or any additional condition put in by the Bidder to the DIPR.
- d) The Proposal submitted is not accompanied by the required documentation
- e) If Bidder is unable/fails to provide clarifications related to its Proposal.
- f) If the Bidder who attempt to influence the qualification or selection process shall be disqualified from the process at any stage.
- g) The Bidder , reserves the right to reject or disqualify the proposal, if any detrimental information becomes known after the Bidderhas been qualified.
- h) The Bidder reserves the right to reject the Bidder, 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 DIPR 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 Successful Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The Successful Bidder 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 favour of “Director of Information and Public Relations”, payable at Chennai, for the sum of **Rs.50,000** (Rupees Fifty Thousand only) payable in Chennai shall be submitted by each Bidder along with the technical proposal.
- b) Bids received without the specified Earnest Money Deposit shall be summarily rejected.
- c) Earnest Money Deposits of unsuccessful **the Bidder** shall be returned, without any interest, within one month after signing the contract with successful applicant or when the selection process is cancelled.

O. Withdrawal of Proposals:

No withdrawal of the submitted Proposal shall be allowed.

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 successful Bidder to improve the Terms of Reference.

DIPR and selected Bidder 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 3 days shall enter into a written contract agreement in Rs.100/- Non Judicial Stamp Paper incorporating all the terms of the RFP within 5 days of such intimation.

R. Performance Security:

The successful Bidder shall, before entering contract, furnish a performance guarantee for satisfactory execution of the project in the form of a bank guarantee for an amount equivalent to 5% of the Agreement Value. The Bank Guarantee shall be valid till 31st October 2022.

S. Corrupt or Fraudulent Practices:

The DIPR, requires that successful Bidder 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 DIPR and targeted stake holders and includes collusive practice among Bidders (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) DIPR, will reject a bid for award of consultancy work if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- d) DIPR, will declare an Bidder ineligible, either indefinitely or for a stated period, to be awarded a contract / contracts, if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

T. Forfeiture of EMD:

- a) Failure by the Successful Bidder to accept the order awarding 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 the successful Bidder.
- 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 Bidder 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 Bidder 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 fulfill 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 fulfill 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 (3) 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 Successful Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (3) 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 Successful Agency becomes insolvent or bankrupt
- c) The Successful Agency fails to comply decisions/mandate of the DIPR.
- d) Any document, information, data or statement submitted by The Successful Agency in its Proposals, based on which the Successful Agency was considered eligible or successful, is found to be false, incorrect or misleading; or
- e) The acts of Successful Agency is found to have indulged in unethical practices by DIPR.
- f) The Successful Agency may also terminate the Contract for Default if the DIPR, is in material breach of its obligations pursuant to the Agreement and has not remedied the same within three (3) days (or such longer period as the Successful Agency may have subsequently agreed in writing) following the receipt by the DIPR, of the Successful Agency 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, DIPR, shall forfeit the Performance Security if the fault lies with the Successful Agency.

X. Termination without Default:

DIPR, shall be at liberty to terminate the Contract without assigning any reason by giving 7 days 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 Successful Agency shall be liable to pay penalty to Guidance Bureau. For delay and poor quality, a penalty up to 10% of total 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 DIPR, to exercise its right to terminate the contract and claim damages.

Z. 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.

AA. 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 Successful Agency for the assigned services may have access to some confidential information for the purpose of the project implementation.
- b) The Successful Agency 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 Successful Agency 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. DIPR, is entitled to be indemnified by the Selected Successful Agency 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 DIPR and its stakeholders which the Successful Agency comes to know only on account of his being associated with Director, Information and Public Relations, through the contract which the Successful Agency otherwise would not have had access to.
- d) The Successful Agency 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.

BB. Liability of the Successful Agency:

The Successful Agency liability under the Contract shall be as provided by the Applicable Law. However, the aggregate liability of the Successful Agency 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 Successful Agency here under. The preceding limitation shall not apply to liability arising as a result of the Successful Agency fraud or willful misconduct in performance of the services hereunder.

Director, Information and Public Relations
Secretariat, Fort St. George,
Chennai 600 009

Section -6 : Technical Proposal – Standard Form

Technical BidSubmissionForm

To: (Location,Date)

Director,InformationandPublicRelation
s,Phone044-25671300
Telefax:044-
25677777e-
mail:[dipr@tn.gov.i](mailto:dipr@tn.gov.in)
[n](mailto:dipr@tn.gov.in)

DearSir,

**Sub : Selection of an Agency for providing Planning, Designing, Organizing
and Conducting the Cultural Events during the Opening Ceremony and
Closing Ceremony of 44th Chess Olympiad 2022, Chennai**

1. We, (Name of the Bidder _____) submit the technical proposal for the subject project work with all necessary documents as called for in the RFP. We are aware that acceptance of our bid by the Tender Accepting Authority is solely at its full discretion and we have no right to prefer any claim for the same.
2. We confirm that the in the event of awarding the contract that we will undertake to pay 5% of the contract value as Performance Security in the prescribed mode.
3. We also undertake that our bid is unconditional in both Technical and Financial proposals and we agree to all terms and conditions of the RFP.

Authorized Signatory

SECTION 7 – 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 an Agency for providing Planning, Designing, Organizing and Conducting the Cultural Events during the Opening Ceremony and Closing Ceremony of 44th Chess Olympiad 2022, Chennai

Sl. No	Events	Amount	Amount (in words)	GST
1.	Opening Ceremony			
2.	Closing Ceremony			

1. We, the undersigned, offer to provide all the services as specified in the RFP to the Director, Information and Public Relations, in accordance with the 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

Cost Working Sheet for Financial Bid
(Opening & Closing Ceremony)

S.No.	Scope of Work	Cost Estimate (in Rs)	GST (in Rs.)	Total Cost (in Rs)
1	Venue Branding			
2.	Cultural Events for Opening & Closing Ceremony			
3.	Welcome Entrance arch			
4.	Flag March coordination (Opening ceremony)			
5.	Reception Arrangements			
6.	Stage Arrangements			
7.	Video, Photography			
8.	Drone Videography			
9.	Public Address System			
10.	Lighting Arrangements			
11.	Special Seating Arrangements for VIPs , Players & Guests			
12.	Internet Facility			
13.	Alternate Power Supply			
14.	Hospitality for Cultural teams			
15.	Signage's for Parking Areas			

16	Other arrangements			
	Grand Total			

Authorized Signatory