NOTICE INVITING ONLINE REQUEST FOR THE EMPANELMENT OF MULTIMEDIA AGENCIES

RFP No-3085

NAVA RAIPUR, DATED – 17/01/2025

Tender Fees: Rs. 5,900/-

EMD: Rs. 5,00,000/- for Tier-1 EMD: Rs. 1,00,000/- for Tier-2

(1) Date of Pre-bid Meeting:	23/01/2025 from 1:00 pm
	(Submission of Pre bid queries 27.01.2025
	till 5.00 pm Email: - cgsamvad@gmail.com)
(2) Last date of online submission of tender documents:	10/03/2025 before 03:00 pm
(3) Date of Opening of Technical Bids:	10/03/2025 from 04:00 pm
(4) Date of Technical Presentations:	Shall be Communicated to the Pre-qualified
	bidders
(5) Date of Opening of Financial Bids:	Shall be Communicated to the Technically qualified bidders



(An Associate organization of Department of Public Relation, Govt. of Chhattisgarh)
North Block, Sector-19, Nava Raipur-Atal Nagar,
District- Raipur (C.G.)

Web: - https://samvad.cg.nic.in/, Email: - cgsamvadadvt@gmail.com Ph: 0771-2512536, 2512539



(An Associate organization of Department of Public Relation, Govt. of Chhattisgarh)

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NOTICE INVITING ONLINE REQUEST FOR THE EMPANELMENT OF MULTIMEDIA AGENCIES

NIT no.: **3085** /C.G. Samvad/2025 Nava Raipur, Dated 17/01/2025

Chhattisgarh Samvad invites online tenders from reputed Multimedia agencies for empanelment for a period of 2 years. Which can be extended as for need and mutual agreement. The registered firm having proven track record of expertise in above field may submit their online proposal.

Tender document can be downloaded from website https://samvad.cg.nic.in/ cost of tender document of Rs. 5,900/- (non-refundable). Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspapers but shall be published in the above website only. The CEO, Chhattisgarh Samvad reserves the right to relax, change the terms and conditions, select/reject any application without assigning any reason thereof.

(1) Date of Pre-Bid meeting:	23/01/2025 from 1:00 pm (Submission of Pre bid queries 27 .01.2025 till 5.00 pm Email: - cgsamvad@gmail.com)
(2) Last date of online submission of tender documents:	10/03/2025 before 03:00 pm
(3) Date of Opening of Technical Bids:	10/03/2025 from 04:00 pm
(4) Date of Technical Presentations:	Shall be Communicated to the Pre-qualified bidders
(5) Date of Opening of Financial Bids:	Shall be Communicated to the Technically qualified bidders

Chief Executive Officer Chhattisgarh Samvad Nava Raipur Atal Nagar

1. INTRODUCTION:

Chhattisgarh Samvad is established by Government of Chhattisgarh under Society Registration Act 1973, with the objective of supporting department of Public Relations. Chhattisgarh Samvad is an Autonomous Body. The Primary function of Chhattisgarh Samvad is to promote, undertake, Publicity work and raise awareness about State Government and Central Government's schemes and programs in public interest vie print media, electronic media, social media and other outdoor media.

Chhattisgarh Samvad invites Tenders for Empanelment of Multimedia Agencies on Rate Contract basis for a period of 2 years from the date of opening of tender. Chhattisgarh Samvad Through the panel aims to identify and collaborate with agencies that possess a significance track records in multimedia field. This Agencies will be selected based on their Financial Stability, Proven Industry Experience and Capacity to handles high – Profile Assignment Effectively.

2 SCOPE OF WORK & SERVICES:

Brief Description of Services Required: Chhattisgarh Samvad seeks to empanel creative agencies to produce a comprehensive suite of publicity content. This content will support Chhattisgarh state government communication strategy and enhance awareness about the schemes/initiatives/programmes/policies of Government launched from time to time, through print and others media. The empaneled agencies will be responsible for the comprehensive management of the production process, which includes but not limited to conceptual development, design, execution, and final delivery of all creative assets to Chhattisgarh Samvad as per the specific needs of a campaign.

3 Schedule of Requirements:

- a. The Agency shall be responsible for developing comprehensive thematic campaign concepts, including but not limited to the creation of engaging slogans, distinctive logos, and multimedia messages. These elements are to be meticulously designed for integration into mass media creatives works to ensure cohesive and impactful communication across various platforms.
- b. The Agencies are required to submit detailed scripts, storyboards, and other draft designs of the creative materials for review and approval by Chhattisgarh Samvad. This submission process must include comprehensive documentation and visual representations to facilitate an informed evaluation and ensure alignment with Government's strategic communication/campaign objectives.
- c. The Agency will be tasked with producing creative materials in both Hindi and English, along with their corresponding Language Adaptation/Versions in Halbi, Gondi or any other local dialects as may be required. It will be the sole responsibility of the Agency to ensure the accuracy and quality of these Language Adaptation/Versions, including thorough proofreading and final vetting, to guarantee that all content meets the highest standards.

d. The Agency shall deliver the creative materials within the timeframe specified by Chhattisgarh Samvad which may be even of very short notice nature. The delivery schedule set forth by the Chhattisgarh Samvad shall be considered final and binding, and the Agency is required to comply with this schedule promptly and without delay, irrespective of any notice duration.

4 Type of Multimedia Tiers with Rate Card:

Chhattisgarh Samvad through the Panel aims to identify and collaborate with agencies in two categories Tier 1 and Tier 2 that possess a significant track record in managing large-scale campaigns. These agencies will be selected based on their financial stability, proven industry experience, and capacity to handle high-profile assignments effectively. This decision is driven by the need for specialized and capable partners who can deliver on complex and high-impact projects with the requisite expertise and resources.

5 Detailed Scope of Work and Services Required

Categories

- **a. Print and Outdoor Related Deliverables:** Production of Coffee Table Books and the Language Adaptation/Version of such produced content.
- **b. Research based report Deliverables:** Research based documentation Empirical research, non-empirical research, Report writing, Book writing, Production of info graphics, their adaptation to different static memes, Design of interactive eBooks etc.

6 PERIOD OF VALIDITY OF TENDER

The tender will be valid for 2 years from the date of opening of tender. Which can be extended as for need and mutual agreement. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender, which are not acceptable to the CEO, Chhattisgarh Samvad, the CEO shall without prejudice to any other right be at liberty to forfeit the tender deposit absolutely.

7 MINIMUM ELIGIBILITY CRITERIA FOR TECHNICAL BID:

A pre-qualification criterion will be applied to short-list the bidders for technical evaluation. The criteria along with the supporting documents required are listed below;

Pregualification for Tier -1

S. No.	Pre-Qualification Criteria	Supporting Documents
1	The bidder should be one of the following	- Certificates of Incorporation
	registered entities:	(Registration certificates.)
	i. A partnership firm registered under the	- Copy of MOA, AOA,
	Indian partnership Act, of 1932 (or)	Partnership deed etc.
	ii. A Limited Liability Partnership registered	- Registration Certificate of
	under the Indian limited Liability Partnership	Proprietorship firm
	Act, 2008 (or)	- Certificate of Society
	iii. A company registered under the Indian	Registration

	Companies Act, 1956/2013	
	iv. Proprietorship Firms registered under	
	relevant law	
	v. Societies Registered under relevant law	
	v. Societies Registered diluci relevant law	
	The Agency Must have been in operation for	
	a minimum of 5 years as on 30 Nov 2024	
2.	A minimum average turnover of 3 crores in the past 3 financial years (F.Y. 2021-22, 2022-23 & 2023-24).	CA certified turnover certificate with valid UDIN
3.	IT Returns for Financial year 2021-22, 2022-23 & 2023-24	Copy of Acknowledgement of Income Tax Returns
4.	GSTR – 3B for the month of November 2024	Copy of GST Returns – 3B
5.	State GST Registration	Copy of State GST Registration Certificate or the bidder must be submitted state GST Registration Certificate during the time of agreement for empanelment
6.	The Agency must have successfully completed at	(Completion Certificate/ Work
	least 5 works of similar nature of Central	Order/ Purchase
	Government/ State Government/ PSUs and in	Order o r C A certified certificate with
	the last 3 years having a cumulative value of 3	UDIN.
	crores of Government work experience	
	(FY: 21-22, 22-23, 23-24)	
7.	Tender Fee Rs. 5900/- (Nonrefundable) and	Must have deposited tender Fee and
	EMD Rs. 5,00,000 (Refundable without interest)	EMD through online/RTGS in Bank
		Account: -
		Account Name: Chhattisgarh Samvad
		Bank Name: <u>Indian Bank</u>
		Branch Name: Nava Raipur (C.G.)
		Saving Account No.: 20246301259
		IFSC Code No.: <u>IDIB000N571</u> (Original instrument should be
		submitted physically)
		Submitted physically)

Prequalification For Tier - 2

1.	The bidder should be one of the following	- Certificates of Incorporation
	registered entities:	(Registration certificates.)
	A partnership firm registered under the	- Copy of MOA, AOA,
	Indian partnership Act, of 1932 (or)	Partnership deed etc.
	ii. A Limited Liability Partnership registered	- Registration Certificate of
	under the Indian limited Liability Partnership	Proprietorship firm
	Act, 2008 (or)	- Certificate of Society
	iii. A company registered under the Indian	Registration
	Companies Act, 1956/2013	
	iv. Proprietorship Firms registered under	
	relevant law	
	v. Societies Registered under relevant law	
	The Agency Must have been in operation for	
	a minimum of 3 years as on 30 Nov 2024	
2.	A minimum average turnover of 50 Lakhs in the past 3 financial years (F.Y. 2021-22, 2022-23 & 2023-24).	CA certified turnover certificate with valid UDIN
3.	IT Returns for Financial year 2021-22, 2022-23 & 2023-24.	Copy of Acknowledgement of Income Tax Returns
6.	The Agency must have successfully completed at	(Completion Certificate/ Work
	least 5 works of similar nature of Central	Order/ Purchase
	Government/ State Government/ PSUs in the last	Order o r C A certified certificate with
	3 years and having a cumulative value of 50 lakhs	UDIN.
	of Government work experience	
	(FY: 21-22, 22-23, 23-24)	
7.	Tender Fee Rs. 5900/- (Nonrefundable) and	Must have deposited tender Fee and
	EMD Rs. 1,00,000 (Refundable without interest)	EMD through online/RTGS in Bank
		Account: - Account Name: Chhattisgarh Samvad
		Bank Name: Indian Bank
		Branch Name: Nava Raipur (C.G.)
		Saving Account No.: <u>20246301259</u>
		IFSC Code No.: <u>IDIB000N571</u>
		(Original instrument should be
		submitted physically)

8 GENERAL TERMS AND CONDITIONS:

- a. Tenderer shall submit the offer duly signed in every page by the Authorized Signatory.
 - b. Chhattisgarh Samvad shall in no circumstance what so ever, be held responsible or

liable in any manner whatsoever, for any costs or expenses incurred or any loss suffered by Bidder, in connection with or in consequence of the preparation or delivery of any bids, or compliance with any of the requirement so the Invitation for bids or in any other manner.

- c. Any concealment of a material fact or a misrepresentation shall lead to disqualification of the Bidder.
- d. Canvassing in any form shall render the bids liable to be rejected.
- e. The tenderer shall be deemed to have duly considered all terms of this Invitation for bids document and acknowledge that it intends to submit bids offer in accordance with the provisions of this document having accepted the terms and conditions as have been incorporated herein and/or that may be incorporated by Chhattisgarh Samvad through any Addendum(s).
- f. The decision of CEO, Chhattisgarh Samvad shall be final while short listing the bids entities.
- g. The tenderer has not been declared blacklisted/debarred/ defaulter in making payments by any government body at any stage. (As per prescribed format)
- h. The tenderer would be fully responsible to follow all labor welfare legislations in India and Chhattisgarh Samvad will not be responsible for any default/ violation of labor welfare legislations by the party.
- i. Tenderer shall be directly responsible for any/all disputes arising between him and his personnel/workers and shall keep Chhattisgarh Samvad indemnified against all losses, damages and claims arising thereof.
- j. Tenderer shall be solely responsible for payment of wages/ salaries/all applicable tax and allow ancestor their personnel that are applicable under the laws in force including any new act or order of Government that may be come applicable. Chhattisgarh Samvad shall have no liability whatsoever in this regard.
- k. Tenderer shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- Chhattisgarh Samvad reserves the right to award the work in full or in part through one or many tenderers and to reject any one or all the bids without assigning any reason.
- m. No change in the composition of tenderer will be permitted by the Chhattisgarh Samvad after the Bid or subsequently during execution.
- n. Notwithstanding anything contained in the Bid Document, the Chhattisgarh Samvad reserves the right to accept or reject any application and to cancel or withdraw or amend the bid, scope of work, bid process and reject all applications in full or in part, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- o. The Chhattisgarh Samvad reserves the right to reject any application, if at any time a material misrepresentation is made or uncovered. This would lead to the

disqualification of the application and further legal recourse for future.

p. The rates quoted in the financial bid should be inclusive of all other Expenses/ Taxes. only GST will be paid extra.

PAYMENT TERMS

The bill will be raised after successful completion of the given work. The payment shall be made upon verification by the authorized officer and after receiving payments from the respective department to Chhattisgarh Samvad. No advance payment will be made to the Agency. TDS deduction shall be as per law.

9 TENDER PROCESS:

All the required documents (self-attested) in support of eligibility criteria are to be online submitted along with the tender documents. All tender documents should be numbered serially.

Financial bid will be submitted online at http://samvad.cg.nic.in/. in the prescribed format.

10 EARNEST MONEY DEPOSIT & TENDER FEE:

a. The Bidder has to deposit an initial Earnest money of Rs. 5,00,000 (Rupees Five Lakhs only) For Tier-1 and Rs. 1,00,000 (Rupees One Lakh only) For Tier 2 and Tender fee of Rs. 5,900/- (Rupees Five Thousand nine hundred only) in the given Chhattisgarh Samvad bank account.

Bank A/C:

Account Name: Chhattisgarh Samvad

Bank Name: Indian Bank

Branch Name: Nava Raipur (C.G.)
Saving Account No.: 20246301259
IFSC Code No.: IDIB000N571

II EMD in respect of successful bidder shall be retained. NO Interest shall be payable on the EMD.

11 OPENING OF BIDS:

The technical bids will be opened on the date and time indicated in tender notice in the presence of the representatives of the bidders who wish to attend. Financial bids of the shortlisted applicants will be opened thereafter on the date, time and place as indicated.

12 BID EVALUATION:

- a. In the first stage, the Technical Bid will be evaluated for minimum eligibility criteria. Applicants fulfilling the minimum eligibility criteria will then further proceed for marking as per the technical marking sheet mentioned hereunder.
- b. Final technical score will be calculated based on the table given.
- c. Only those applicants obtaining a total score of 70 marks (out of 100 marks) or more in the Technical Bid on the basis of criteria for evaluation given below would be declared technically qualified.
- d. Financial bids of only those bidders which are declared technically qualified shall be opened publicly, on the date and time to be specified by the CG Samvad, in the presence of the bidders 'representatives who choose to attend.

e. One bidder can apply under only one of the two-tier categories. If any bidder participates in more than one TIER and qualify the technical bid in that case bid of lower TIER will be considered and EMD of higher TIER will be forfeited.

f. <u>TECHNICAL EVALUATION SHEET</u>

Tier- 1

Technical Evaluation Criteria	Points
1.The Agency must have been in operation for a minimum of 5 years as on 30 Nov 2024	20
Scoring Criteria	
5- 7 years - 10 Marks	
7 – 10 years – 15 Marks	
10+ years - 20 Marks	
2. The Agency must have minimum average Turnover of 3 crores in the financial year 2021-22, 2022-23 and 2023-24	20
Scoring Criteria 3 – 5 cr - 10 Marks	
5 – 7 cr - 15 Marks	
7 cr + - 20 Marks	
3. The Agency must have successfully completed at least 5 works of similar nature of Central Government/ State Government/ PSUs in last 3 years having cumulative 3 crores -FY (2021-22, 2022-23 and 2023-24)	30
Cumulative Scoring Criteria	
3 – 4 cr - 10 marks	
4 – 5 cr - 20 marks	
5 cr + - 30Marks	
 4. Technical PPT (not more than 10 minutes) Past similar work experience with government & private clients Company credentials, capabilities & achievements Understanding and comprehension of the scope of work, its sanctity, 	30
approach to elevate creative content development	
 Branding and creative strategy for the Government of Chhattisgarh 	
(The right of allotment of marks on PPT is result with the tender committee)	

Tier- 2

Technical Evaluation Criteria	Points
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1.The Agency must have been in operation for a minimum of 3 years as on 30 Nov 2024	20
Scoring Criteria	
3-4 years - 10 Marks	
4+ years - 20 Marks	
2.The Agency must have minimum average Turnover of 50 lakhs in the financial year 2021-22, 2022-23 and 2023-24 Scoring Criteria	20
50 – 60 lakhs - 10 Marks	
60 – 75 lakhs - 15 Marks	
75 lakhs + - 20 Marks	
3.The Agency must have successfully completed at least 5 works of similar nature of Central Government/ State Government/ PSUs in last 3 years having cumulative minimum 50 lakhs -FY (2021-22, 2022-23 and 2023-24)	30
Cumulative Scoring Criteria	
50 – 60 lakhs - 10 Marks	
60 – 75 lakhs - 20 Marks	
75 lakhs + - 30 Marks	
 4. Technical PPT (not more than 10 minutes) Past similar work experience with government & private clients Company credentials, capabilities & achievements Understanding and comprehension of the scope of work, its sanctity, approach to elevate creative content development Branding and creative strategy for the Government of Chhattisgarh 	30
(The right of allotment of marks on PPT is result with the tender committee)	

All the technically qualified bidders will be given points out of total 100 points by the committee for technical & the presentation on the basis of the topics mentioned above. The bidders securing minimum 70 out of total 100 marks shall be eligible for opening of financial bids. Based on lowest price bids, Category wise total cost of item rates shall be decided after comparison of shortlisted bidder after technical evaluation. All shortlisted bidders shall then be offered to work on the L1 item wise rates, Bidders agreeing to work at L1 rates shall then be empaneled for a period of 2 years which can be extended for further as for need and mutual agreement. The Tender Committee has reserved the rights to Negotiate the L1 rates with qualified bidders.

10 Project duration

The contract will be assigned for a period of 2 years which can be extended for further as for need and mutual agreement subject to satisfactory performance of the agency, and on the same terms & condition, without any cost escalation. The government of Chhattisgarh will evaluate and assess the performance of the agency periodically through its own mechanism and Chhattisgarh Samvad has Reserve the right to terminate the agreement at any time. The decision of the government of the CEO, Chhattisgarh Samvad regarding extension/ termination will be final and binding.

11 CONFIDENTIALITY:

Information relating to evaluation of bids and recommendation concerning awards shall not be disclosed to the Bidders who submitted the bids or to other persons not officially concerned with the process, until the publication of the award of contract. The Bidders qualifying for opening of the financial bids based on the evaluation of the technical bid may, if desired, attend the financial bid opening meeting of the evaluation committee. The undue use by any bidder of any information related to the process may result in the rejection of its bid and may be subjected to the provisions of the Ministry's antifraud and corruption policy.

12 DISPUTE RESOLUTION:

If a dispute of any kind whatsoever arises between the Chhattisgarh Samvad and the EMA in connection with or arising out of the bids or the execution of the logistics, whether during the execution of the event or after its completion and whether before or after repudiation or termination of the Agreement, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of the Chhattisgarh Samvad, the matter in dispute shall be referred in writing to the Chhattisgarh Samvad. Chhattisgarh Samvad shall give notice of its decision of the same to the Bidder/successful Bidder/EMA at the earliest. All rights are reserved with Chhattisgarh Samvad.

- 13 **Applicable law:** applicable law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the union of India and The State of Chhattisgarh.
- 14 Intellectual property rights: the agency shall insure itself against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the press clippings, photographs, av material or any part thereof in India or abroad. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of any material or any part thereof in India, the agency shall act expeditiously to extinguish such claim. If the agency fails to comply and the Chhattisgarh Samvad is required to compensate a third party resulting from such infringement, the agency shall be responsible for the compensation including all expenses, court costs, lawyer fees and will be liable for penalty/termination by the Chhattisgarh Samvad. The agency shall provide the Chhattisgarh Samvad with a notice of such a claim, if made, without delay.
- 15 **Suspension:** the Chhattisgarh Samvad may, in written notice to the agency, suspend all payments to it hereunder if the agency fails to perform any of its obligations under the contract including the carrying out of the services, provided that such notice of suspension,
 - > shall specify the nature of failure.
 - ➤ shall request the agency for a remedy of such failure within a period not exceeding thirty (30) days after the receipt of such notice of failure by the agency.

- 16 **Termination:** under the contract, the Chhattisgarh Samvad may, by written prior notice of 1 month can terminate the services of the agency in the following ways:
 - ➤ termination by default for failing to perform obligations under the contract or if the quality is not up to the specification or in the event of non-adherence to any time schedule that may be mentioned by the Chhattisgarh Samvad.
 - ➤ the Chhattisgarh Samvad by written notice sent to the agency, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Chhattisgarh Samvad's convenience, the extent to which performance of the agency under the contract is terminated, and the date upon which such termination becomes effective.
 - The Chhattisgarh Samvad may at any time terminate the contract by giving a written notice to the agency, if the agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Chhattisgarh Samvad.
 - ➤ if Chhattisgarh Samvad finds unsatisfactory performance of the agency or breach of any term and condition laid down in this tender, the performance security and EMD will be forfeited.
- 17 **resolution of disputes:** if any dispute arises between parties, then there would be two ways for resolution of the dispute under the contract.
 - ➤ amicable settlement: the performance of the contract is governed by the terms & conditions of the contract. However, at times dispute may arise over the interpretation of any term or condition of contract including the scope of work, etc. in such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If the dispute cannot be amicably settled within 45 days following the response of that party, then clause 'resolution of dispute below, for resolution of disputes shall become applicable.
 - ➤ resolution of disputes: in the case of dispute arising between the Chhattisgarh Samvad and the agency, which has not been settled amicably, any party can refer the dispute for arbitration under the arbitration and conciliation act, 1996, as amended from time to time, and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
 - ➤ the decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally by the Chhattisgarh Samvad and the agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. Arbitrator shall be appointed by the government of Chhattisgarh on recommendation of Chhattisgarh Samvad.
- 18 **conflict of interest:** the agency is required to provide professional objective and impartial advice and at all times holds the Chhattisgarh Samvad's interest's paramount, strictly avoid conflicts

with other assignment/jobs or their own corporate interest and act without any consideration for future work, without limitation on the generality of the foregoing, agency and any of its affiliates shall be considered to have a conflict of interest under any of the circumstances set forth below:

- ➤ conflicting activities: an agency or any of its affiliates, selected to provide Consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods of works or services resulting from or directly related to this project.
- conflicting assignment/job: an agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the agency to be executed for the same or for another employer.
- ➤ conflicting relationships: an agency that has a business or family relationship with a member of the Chhattisgarh Samvad staff who is directly or indirectly Involved in any part of the project shall not be awarded the contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Chhattisgarh Samvad throughout the selection process and the execution of the contract.

The agency has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of Chhattisgarh Samvad, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to Chhattisgarh Samvad, immediately. If the agency fails to disclose such situations and if the Chhattisgarh Samvad comes to know about any such situation at any time, it may lead to the disqualification of the agency during bidding process or the termination of its contract during execution of the assignment.

- 19 **Legal jurisdiction:** all legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Raipur Chhattisgarh only.
- 20 Penalty clause: the Chhattisgarh Samvad will evaluate the performance of the agency based on the quality & quantity of the services rendered, validation by the Chhattisgarh Samvad verification committee and feedback received by the officials concerned at the department. Any work done for offices apart from the Chhattisgarh Samvad will first be validated by officers concerned from such offices. The decision of the Chhattisgarh Samvad shall be binding in this regard.

All the documents/media assets/application etc. Prepared and developed by the bidder will be the property of the Chhattisgarh Samvad. All designs, reports, other documents etc. submitted by the bidder pursuant to this work order shall become and remain the property of the Chhattisgarh Samvad, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the Chhattisgarh Samvad, together with a detailed inventory thereof. If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligations, the Chhattisgarh Samvad may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.

In case of late/unsatisfactory/no services on a specific activity, in which the agency fails to

deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the agency shall be liable to penalty. The timeline/schedule of deliverables will be decided as and when the requirement/tasks activities arise. The Chhattisgarh Samvad will have the right to cancel the contract at any time without assigning any reason thereof.

For non-execution of work as per work order within time, which hampers the image of the Government of Chhattisgarh/ Department will attract a penalty of 10% of the award value for the particular work. In repetition of such case the Agency may be black listed for years. The decision of the CEO, Chhattisgarh Samvad shall be binding in this regard.

21 **Force majeure:** Not withstanding anything contained in the scope of work, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of force majeure.

For purposes of this clause "force majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the Chhattisgarh Samvad regarding force majeure shall be final and binding on the agency. If a force majeure situation arises, the agency shall promptly notify the Chhattisgarh Samvad in writing, of such conditions and the cause there of. Unless otherwise directed by the Chhattisgarh Samvad in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- 22 **Process confidentiality:** information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the Chhattisgarh Samvad, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the contract.
 - 23 Data confidentiality: the agency shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will the agency divulge/reveal/share such data for the purpose other than for meeting the Chhattisgarh Samvad's requirements. Any violation of this confidentiality clause may result in instant termination of the contract and blacklisting of the agency's services from the government of Chhattisgarh, the decision of the client shall be final in this regard and binding on the agency.

24 Channels of communications

- ➤ the Chhattisgarh Samvad, at all stages, will be the first point of contact for all communication from the creative agency.
- ➤ all communication that may require references or proof of occurrence of communication shall be made to the Chhattisgarh Samvad via electronic mail. Communication from the

- Chhattisgarh Samvad to the creative agency could be made telephonically, in writing, verbally or email.
- ➤ the point of contact on behalf of the Chhattisgarh Samvad for the creative agency or anyone representing the agency shall be a nominated officer of the Chhattisgarh Samvad/Directorate of public relations, Government of Chhattisgarh.

25 Fraud and corrupt practices

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA and during the entire project duration. Notwithstanding anything to the contrary contained herein, or in the LoA, the Chhattisgarh Samvad may reject a bid, withdraw the LOA, or terminate the association with the selected bidder, as the case may be, without being liable in any manner whatsoever to the bidder, if it determines that the bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the authority shall be entitled to forfeit and appropriate performance security, as damages, without prejudice to any other right or remedy that may be available to the Chhattisgarh Samvad under the bidding documents and/or the LOA, or otherwise.

Without prejudice to the rights of the Chhattisgarh Samvad under the clause 'fraud and corrupt practices' herein above and the rights and remedies which the Chhattisgarh Samvad may have under the LoA, or otherwise if a bidder, is found by the Chhattisgarh Samvad to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LOA or the project duration, such bidder shall not be eligible to participate in any tender or RFP issued by the Chhattisgarh Samvad for a period of 2 (two) years from the date such bidder, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this clause fraud and corrupt practices, the following terms shall have the meaning hereinafter respectively assigned to them:

- A. 'Corrupt practice' means (1) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Chhattisgarh Samvad who is or has been associated in any manner, directly or indirectly, with the bidding process or the LoA or has dealt with matters concerning or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Chhattisgarh Samvad, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) save and except as permitted under the clause 'performance security' (b) of this tender, engaging in any manner whatsoever, whether during the bidding process or after the issue of the LoA or during the project duration, as the case may be, any person in respect of any matter relating to the project or the LoA, who at any time has been or is a legal, financial or technical adviser of the Chhattisgarh Samvad in relation to any matter concerning the project;
- B. 'Fraudulent practice means a misrepresentation or omission of facts on suppression

- of facts or disclosure of incomplete facts, in order to influence the bidding process
- C. 'Coercive practice' means impairing or haring, or threatening to impair or harm, directly or indirectly, any person of property to influence any person's participation or action in the bidding process.
- D. 'Undesirable practice' means (1) establishing contact with any person connected with or employed or engaged by the Chhattisgarh Samvad with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and;
- E. 'Restrictive practice' means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- **SUBLETTING** The bidder shall not without the prior approval of the competent authority in writing, sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes under the RFP.

FORM-1

TENDERER'S INFORMATION SHEET

S No.	Particulars	Description	
	Select application Type (Tier1 or Tier 2)		
01	Name & Address of the Tenderer with Phone No., email		
	id and Fax no.		
02	Nature of constitution of Tenderer Firm (Whether		
	individual, proprietorship, partnership firm, company		
	registered under Companies Act, LLP, Society)		
	(Enclose registration certificate, Partnership Deeds, Copy of Society Registration etc.)		
03	Date and Place of Incorporation:		
04	Name and address of the proprietor/partner/Directors		
05	Details of authorized signatory/	Name	
	nominated representative for this TENDER	Position	
	response:		
		Telephone Direct	
		Mobile	
		Email Address	
		Postal Address	
06	Branch office details (full address, contact Number &		
	Email ID)		
07	Details of Registration		
	a) Shops & Office Establishment License		
	b) GST Registration Number		
	c) Income Tax PAN number		
08	Date of Commencement of Business		
09	Last three year's Turnover as per Audit Statement		
		<u> </u>	

Financial Year	Turnover (Rs. In Lacs)
2021-22	
2022-23	
2023-24	

10	Previous Experience of Central or State Government	
	departments/bodies. (Form – 5)	
11	Total Number of Employees on direct payroll	
12	Whether blacklisted by Central or State	
	Government departments/bodies (as per Form -4)	
13	Any other relevant Information	

Name of the Agency : Signature of Authorized Signatory: Name of Authorized Signatory : Address : Phone Number : Fax Number : E-mail : Date :

FORM-2

Technical & Professional Employee Details:

Seria	Name of Employee	Qualificatio	Area of	Work	EPF/ESIC No.
l No.		n	Expertis	experience	
			e	(In years)	

Authorized Signatory

Form-3

E PAYMENT

S.	Particulars	Details
No.		
1.	Beneficiary name	
2.	Account Type	
3.	Bank Account No.	
4.	Name & Address of Bank	
5.	Bank Telephone/ fax No. with STD Code	
6.	Bank Branch MICR Code	
7.	Bank Branch IFSC Code	
8.	Firm e-mail address	

I/ We confirm that I/We will bear the change, if any, levied by my/our bank for the credit of NEFT Accounts in my/our account.

Thanking you,	
For	

Authorized Signatory

We confirm that we are enabled for receiving NEFT/ RTGS credits and further confirm that the A/c No. of (Firm's Name). The signature of authorized signatory and the MICR and IFSC Code of our branch mentioned above are correct.

Bank's Verification

(Manager's/ Officer's Signature) With Bank's Stamp

Form-4

AFFIDAVIT

	(On Rs.100/- (Rupees hundred only) Non-Judicial Stamp Paper Duly Nota					otarized
I	.S/o	Aged	years	resident	of	
(address)	J	•			
(For and on behalf	of), do here by	and herewith solemnly	
affirm/state on oat	th that: -					

- All documents and Information's furnished are correct in all respects to the best of my knowledge and belief.
- I have not suppressed or omitted any information as is required.
 - I am/we are/ none of our partner or director neither blacklisted nor debarred by Govt. of India/Other State Govt. Departments/ Semi Govt. Departments.
 - I or any of the partner of the firm or any of the director of the company are neither partner of any such firm or director of any such company which has been debarred/black listed by Government of India/other state Govt. Department/Semi Govt. Departments.

Deponent (
Authorized			
signatory/ for and on			
behalf of			
(Affix seal)			

<u>Form - 5</u>

Work Experience Details

Sr. No.	Name of Client	Name	Date of work order	Work Description:	Value of Work Order

Authorized Signatory

<u>FORM – 6</u>

FINANCIAL BID

a) PRINT AND OUTDOOR RELATED DELIVERABLES [SUB MATRIX 3]

Deliverable	Description	Rate (in INR without GST)
	COFFEE TABLE BOOK	
Coffee Table Book with exclusive photography	Designing includes the creation of high-quality, visually compelling books designed for conveying inspiring stories, achievements etc. Cost includes research, concept development, front/back page cover design, chapter/index layout, creative layout design elements for the pages, content adaptation based on brief, acquisition of high-quality stock photographs and capture of exclusive photographs, editing, proof-reading etc.	
[cost to be quoted for a coffee table book of up to 50 pages]	Must provide e-Book version of the coffee table book.	
	Note: This rate would be used for pro-rata cost calculation for design of a Coffee Table Book beyond 50 pages. [Cost per page = L-1 Rate of this deliverable divided by 50]	
Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages]	Designing includes the creation of high-quality, visually compelling books designed for conveying inspiring stories, achievements etc. Cost includes research, concept development, front/back page cover design, chapter/index layout, creative layout design elements for the pages, content adaptation based on brief, editing, proof-reading etc. Must provide e-Book version of the coffee table book. Note: This rate would be used for pro-rata cost calculation for design of a Coffee Table Book beyond 50pages. [Cost per page = L-1	
	Coffee Table Book with exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50	Coffee Table Book with exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography Coffee Table Book with exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages] Coffee Table Book without exclusive photography [cost to be quoted for a coffee Table book of up to 50 pages] Coffee Table Book photography [cost to be quoted for a coffee T

3	Language Adaptation/Versio n of Coffee Table Book of up to 50 Pages [cost per coffee table into	Language Adaptation/Version of a coffee table book including e-Book.	
	one language]		ļ .

		SPECIAL PUBLICATIONS	
	Design of	Content would be provided by the	
4	Catalogues/Annual Reports of up to 100 pages including cover design.	Department/Ministries. Designing of Catalogue/Annual Report involves identification of a visual style, layout structuring, page composition, adding data visualization elements like charts and graphs etc., adding photographs and illustrations, typesetting content in easy-to-read manner, editing and proof-reading. Must provide e-Book version of the report.	
		Note : Beyond 100 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100	

5	Design of Booklets of up to 100 pages including the cover.	Content would be provided by the Department/Ministries. Designing of booklets involves identification of a visual style, layout structuring, page composition, adding data visualization elements like charts and graphs etc., adding photographs and illustrations, type- setting content in easy-to-read manner, editing and proof-reading.	
		Note : Beyond 100 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	

b) Research based Report Writing Related Deliverables

S. No	Deliverable	Description	Rate (in INR without GST)
	Report \	Writing Related Deliverables	

1	Empirical Research based report writing	Empirical research-based report writing that includes report writing and book	
	[cost to be quoted per 50-100 pages]	writing	
	h	Note: Beyond 100 Pages, pro rata cost	

	1		
		would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
	Empirical Research	Empirical research-based report writing that includes report writing and book writing	
	based report writing		
2	[cost to be quoted per 100-200 pages]	Note: Beyond 200 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
3	Empirical Research based report writing	Empirical research-based report writing that includes report writing and book writing	
	[cost to be quoted per 200-400 pages]	Note : Beyond 200 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
4	Non-Empirical Research based report writing	Non-Empirical research-based report writing that includes report writing and book writing	
·	[cost to be quoted per 50-100 pages]	Note : Beyond 100 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
5	Non-Empirical Research based report writing	Non-Empirical research-based report writing that includes report writing and book writing	
	[cost to be quoted per 100-200 pages]	Note : Beyond 200 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	

6	Non-Empirical Research based report writing	Non-Empirical research-based report writing that includes report writing and book writing	
	[cost to be quoted per 200-400 pages]	Note : Beyond 400 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
7	Additional Research based report writing [cost to be quoted per 100 pages]	Research based report writing that includes report writing and book writing	

	II.		
8	Adaptation of a document/PDF/eBook of any size into a Flip Book [cost per Flip Book]	Cost must include adapting the content in the document (already designed/available) into a Flip Book format.	
9	Interactive eBooks [cost to be quoted for an eBook of up to 100 pages]	eBooks with interactive elements that incorporate multimedia features, interactive components, or enhanced functionalities beyond traditional text and images such as, Embedded Audio and Video, images, Hyperlinks, Animations and Graphics, Navigation Features, Text- to-speech functionality etc. EPUB, Desktop App, Mobile App and Web App compatible formats should be provided. Note: Beyond 100 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
10	Al Generated Infographics [cost per infographic]	Infographics advertisements where visuals are generated through AI along with data and information represented in an organized manner for quick and attractive output with limited manual intervention.	

(The above rates are deemed to include other all expense excluding GST)

Signature of the Tenderer with Seal

FORM-7

Tier-2 FINANCIAL BID

a) PRINT AND OUTDOOR RELATED DELIVERABLES [SUB MATRIX 3]

S. No	Deliverable	Description	Rate (in INR without GST)
1	Coffee Table Book with exclusive photography	Designing includes the creation of high-quality, visually compelling books designed for conveying inspiring stories, achievements etc. Cost includes research, concept development, front/back page cover design, chapter/index layout, creative layout design elements for the pages, content adaptation based on brief, acquisition of high-quality stock photographs and capture of exclusive photographs, editing, proof-reading etc.	
	[cost to be quoted for a coffee table book of up to 50 pages]	Must provide e-Book version of the coffee table book.	
		Note: This rate would be used for pro-rata cost calculation for design of a Coffee Table Book beyond 50 pages. [Cost per page = L-1 Rate of this deliverable divided by 50]	
2	Coffee Table Book without exclusive photography [cost to be quoted for a coffee table book of up to 50 pages]	Designing includes the creation of high-quality, visually compelling books designed for conveying inspiring stories, achievements etc. Cost includes research, concept development, front/back page cover design, chapter/index layout, creative layout design elements for the pages, content adaptation based on brief, editing, proof-reading etc. Must provide e-Book version of the coffee table book.	

	1		,
		Note : This rate would be used for pro-rata cost calculation for design of a Coffee Table	
		Book beyond 50pages. [Cost per page = L-1	
		Rate of this deliverable divided by 50]	
	Language		
	Adaptation/Version of Coffee Table	Language Adaptation/Version of a coffee	
3	Book of up to 50	table book including e-Book.	
	Pages [cost per		
	coffee table into		
	one language]		
		SPECIAL PUBLICATIONS Content would be provided by the	
	Design of	Content would be provided by the	
	Catalogues/Annual	Department/Ministries. Designing of	
4	Reports of up to 100	Catalogue/Annual Report involves	
	pages including	identification of a visual style, layout structuring, page	
	cover	of a visual style, layout structuring, page	
	design.	composition, adding data visualization	1
		elements like charts and graphs etc.	,
		adding	
		photographs and illustrations, type- setting content in easy-to-read	
		manner, editing and proof-reading.	
		Must provide e-Book version of the report.	
		Note : Beyond 100 Pages, pro rata cost	
		would be given based on cost per page = L-	
		1 Rate of this deliverable divided by 100]	
		Content would be provided by the	
		Department/Ministries. Designing of	
		booklets involves identification of a visual	
		style, layout structuring, page composition, adding data visualization elements like	
_	Design of Booklets	charts and graphs etc., adding photographs	
5	of up to 100 pages including the cover.	and illustrations, type- setting content in	
	including the cover.	easy-to-read manner, editing and proof-	
		reading.	
		Note : Beyond 100 Pages, pro rata cost	
		would be given based on cost per page = L-	
		1 Rate of this deliverable divided by 100]	

S. No	Deliverable	Description	Rate (in INR without GST)
	Report Writing Related Deliverables		

1	Empirical Research based report writing [cost to be quoted per 50-100 pages]	Empirical research-based report writing that includes report writing and book writing Note: Beyond 100 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
	Empirical Research based report writing	Empirical research-based report writing that includes report writing and book writing	
2	[cost to be quoted per 100-200 pages]	Note : Beyond 200 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
3	Empirical Research based report writing [cost to be quoted per 200-400 pages]	Empirical research-based report writing that includes report writing and book writing Note: Beyond 200 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
4	Non-Empirical Research based report writing [cost to be quoted per 50-100 pages]	Non-Empirical research-based report writing that includes report writing and book writing Note: Beyond 100 Pages, pro rata cost would be given based on cost per page = L- 1 Rate of this deliverable divided by 100]	
5	Non-Empirical Research based report writing	Non-Empirical research-based report writing that includes report writing and book writing	
	[cost to be quoted per 100-200 pages]	Note : Beyond 200 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	

6	Non-Empirical Research based report writing	Non-Empirical research-based report writing that includes report writing and book writing	
	[cost to be quoted per 200-400 pages]	Note : Beyond 400 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
7	Additional Research based report writing	Research based report writing that includes report writing and book writing	
	[cost to be quoted per 100 pages]		

	II	NTERACTIVE E-BOOKS	
8	Adaptation of a document/PDF/eBook of any size into a Flip Book [cost per Flip Book]	Cost must include adapting the content in the document (already designed/available) into a Flip Book format.	
9	Interactive eBooks [cost to be quoted for an eBook of up to 100 pages]	eBooks with interactive elements that incorporate multimedia features, interactive components, or enhanced functionalities beyond traditional text and images such as, Embedded Audio and Video, images, Hyperlinks, Animations and Graphics, Navigation Features, Text- to-speech functionality etc. EPUB, Desktop App, Mobile App and Web App compatible formats should be provided. Note: Beyond 100 Pages, pro rata cost would be given based on cost per page = L-1 Rate of this deliverable divided by 100]	
10	AI Generated Infographics [cost per infographic]	Infographics advertisements where visuals are generated through AI along with data and information represented in an organized manner for quick and attractive output with limited manual intervention.	

Signature of the Tenderer with Seal