

NOTICE INVITING ONLINE REQUEST FOR THE SELECTION OF A CREATIVE AGENCY

RFP No 3084

NAVA RAIPUR, DATED – 17/01/2025

Tender Fees: Rs. 5,900/- (Non Refundable)

EMD: Rs. 5,00,000/- (Refundable Without Interest)

(1) Date of Pre-bid Meeting:	23/01/2025 from 12:00 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:	07/03/2025 before 03:00 pm
(3) Date of Opening of Technical Bids:	07/03/2025 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



CHHATTISGARH SAMVAD

(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 :- cgsamvad@gmail.com

Ph: 0771-2512536, 2512539



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NIT no. : **3084** /C.G. Samvad/2025

Nava Raipur, Dated 17/01/2025

Chhattisgarh Samvad invites online tender from reputed creative agencies for selection 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.

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**Chief Executive Officer
Chhattisgarh Samvad
Nava Raipur Atal Nagar**

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 via print media, electronic media, social media and other outdoor media.

Chhattisgarh Samvad invites Tenders for selection of a Creative Agency for a period of 2 years +1 year + 1 year from the date of opening of tender. Chhattisgarh Samvad through the Executive panel aims to identify and collaborate with agency that possess a significant track record in creative field. This agency will be selected based on their Financial Stability, Proven Industry Experience and Capacity to handle assignments effectively.

PROJECT BACKGROUND

The department of Chhattisgarh Samvad plays the role of bridge between the government and the public. The Chhattisgarh Samvad is responsible to convey information about various development related programs, schemes, etc. In the public interest by the government through various media, for this, the Chhattisgarh Samvad intends to undertake regional, national & international media campaigns through print, electronic digital, radio, outdoor and other available form of media. Such campaigns and communications require attractive, eye-catching and focused creatives, which effectively portray the vision and achievements of the government of Chhattisgarh and the Hon'ble Chief Minister of Chhattisgarh.

The objective of the mandate is to generate awareness about the efforts of the government of Chhattisgarh through media dissemination of informational and creative content, conveying the intended benefits of various initiatives to the population in terms of awareness and affordable access to government welfare schemes, citizen centric services, etc.

In this context, the Chhattisgarh Samvad invites e-bids for the 'selection of a creative agency'. Interested applicants shall submit the e-bids, the scope of work and the terms and conditions of which is mentioned in this tender document.

SCOPE OF WORK

The agency shall act as the creative Agency for the Chhattisgarh Samvad and be responsible for Conceptualizing, Designing and Production of Artwork, Creatives, Media Assets like Print Ads, Outdoor Ads, Digital Ads, Posters, AR integration into print Advertisement/Calendar/Flyer/ Coffee Table Book and other such print material or hoarding, outdoor media etc. Through a 3D Model of logo, mascot, statue, bridge, roads, buildings, landmarks, product or similar single element etc. Videos And Other Marketing Collateral for the Government of Chhattisgarh. The agency will be required to design and develop media assets on various developmental schemes, decisions, projects, policies, initiatives, success stories, etc., of the Government of Chhattisgarh, and its multiple functions.

The broad scope of work includes, but not limited to:

Content Creation: To include but not limited to:

- Content creation for various programs/projects of the government of Chhattisgarh and its

various departments/authorities/agencies in all form of media.

- To carry out research for generating insights for development of creative inputs.
- To design and create multi-media campaigns dissemination strategy.
- To develop specific execution materials for mass media campaigns for television, radio, outdoor, print media, digital media, other form of media (as required by the government of Chhattisgarh), with requirement of converting the content to regional languages also.
- To create advocacy materials to engage policy makers at the state/central level, influencers and those involved in program delivery at state and district level.
- Conceptualize, design and develop:
 1. Media materials for television, radio, YouTube, etc. In different formats like spots/jingles, cinema ads, short films/documentaries, training films, interactive shows, audio visual material in any other formats as per requirement.
 2. Pre-press work for print materials like brochures, booklets, primers, guidelines, policies, folders, leaflets, posters, calendars, reports, etc.
 3. Copy of the print advertisements, audio visual media, scripts for testimonials/ads/jingles on various activities/events of the government of Chhattisgarh and its agencies.
 4. Materials for dissemination of information through online media, mobile, etc. And execution thereof (as directed by the Chhattisgarh Samvad)
 5. Presentations and collaterals for conferences, exhibitions (including stall design, fact sheets, reports, policies, emailers), workshops and similar events at national, state and regional levels.
 6. Artwork for brand identity at mediums like websites, digital ads, physical spaces, stationary, merchandise, souvenirs, etc. (as directed by the Chhattisgarh Samvad).
- Any other creative or media support needed by the Chhattisgarh Samvad from time to time.
- Preparing speeches for Hon'ble Chief Minister.

Translation: While the language of communication will largely be Hindi, the agency is expected to translate all creative and media assets into English or any other regional language (as and when required by the Chhattisgarh Samvad). The agency is responsible for all related tasks like rewriting in the target languages and ensuring that the meaning of the source text/audio/video is retained (message is culturally and linguistically adapted to suit the reader), proofread, editing and producing a grammatically correct, well-expressed final version of the translated assets. Additionally, the agency is also expected to translate contents from English to Hindi and Hindi to English as & when required by the Chhattisgarh Samvad.

Indicative List of Media Assets: While the agency will be responsible for designing and developing any form of media assets for the stated mandate (as directed by the Chhattisgarh Samvad), listed below is a non-exhaustive and indicative list of media assets to be produced:

S.NO.	ITEM	SIZE
1	Print ad	Standard size
2	Magazine print ad	Standard full page
3	Brochure	A4, size 10 pages
4	Flyer	A4, size 6 pages
5	Leaflet	A4, size 4 pages
6	Poster	Standard Size

7	Folder	Standard Size
8	Wall Calendar	Standard Size
9	Presentation design	Standard Size
10	Diary	Standard Size
11	Greeting card	Standard Size
12	Coffee Table Book	Standard Size
13	Newsletter	Standard Size
14	Photographs/image bank	Standard size in high resolution and high definition
15	Branded Merchandise	AS REQUIRED
16	Translating of miscellaneous content from Hindi to English and English to Hindi	AS REQUIRED
17	All types of books	AS REQUIRED

- * Adaptations of print ad in multiple sizes and for hoardings/backdrop/ digital banners, AR integration into print Advertisement/calendar/Flyer/ Coffee Table Book and other such print material or hoarding, outdoor media etc. Through a 3D Model of logo, mascot, statue, bridge, roads, buildings, landmarks, product or similar single element etc. is included in the scope.

The agency in the lumpsum financial quote must include the total cost for each of the listed media assets in the required units per year (ideation, designing, editing, revision and submission of the final design asset) including manpower. The Chhattisgarh Samvad, upon selection of the successful bidder will demand the itemized cost from the awarded financial quote for each of the listed line item and desired individual manpower.

Storage of content:

- Storage of raw footages/content and processed content for the purpose of archive in digital formats.
- The archive content should be available for at least 3 years
- Content bank creatives/photos/videos/audios with cataloguing needs to be maintained of high quality and high-resolution aesthetic work of all activities and events.

Adaptations: The agency will be responsible for adaptation and replication of various media assets into the supported format for any given outreach. This will include, but not limited to video adaptations in various formats and durations, artwork adaptations in different sizes and languages and similar tasks.

Chhattisgarh Samvad committee verification: All the work done and reports submitted by the agency, as part of the scope of work, will be verified and validated by a Chhattisgarh Samvad committee, under the chairmanship of CEO, Chhattisgarh Samvad / Commissioner of Directorate of Public Relation and Director of Directorate of Public Relation.

Manpower deployment: The agency needs to deploy the following resources, within One week of the award of the contract, onsite Chhattisgarh Samvad, Nava Raipur Atal Nagar. The team will have to work onsite for daily coordination with the Chhattisgarh Samvad, Directorate of Public Relation & other offices and deliver daily operational tasks.

The team component and the eligibility/experience with responsibility matrix is listed below:

S.No.	PROFILE	ELIGIBILITY&EXPERIENCE
1	Project leader (1) (Leading assigned mandate, taking client's brief, suggest ideas & produce time bound creative assets to fulfill the communications efforts, coordination with the Chhattisgarh Samvad & other offices client servicing & project delivery)	<ul style="list-style-type: none"> Graduate in any discipline Preferably graduate degree or PG diploma in marketing/ communications /multimedia. 10 years of work experience in branding and creative strategy, with a creative agency with excellent knowledge of creative content development, media formats, media buy, advertising and client servicing.
2	Creative leader (2) (Content development across all media formats)	<ul style="list-style-type: none"> Graduate in any discipline. Preferably graduate degree or PG diploma in marketing/ communications/multimedia. 10 years of work experience in branding and creative strategy, with a creative agency with excellent knowledge of creative content development, media formats and client servicing.
3	Copywriter-English (1) (Copywriting for creative communication, in English)	<ul style="list-style-type: none"> Graduate, preferably in English language/literature. Preferably post-graduate in communications/marketing. 3 years of content/copywriting experience, excellent writing and editing skills in English
4	Copywriter-English (1) (Copywriting for creative communication, in English)	<ul style="list-style-type: none"> Graduate, preferably in English language/literature. Preferably post-graduate in communications/marketing. 5 years of content/copywriting experience, excellent writing and editing skills in English
5	Copywriter-Hindi (2) (Copywriting for Creative Communication, in Hindi)	<ul style="list-style-type: none"> Graduate, preferably in Hindi language/literature. Preferably post-graduate in communications /marketing) digital media certification preferred. 3 years of content/copywriting experience, excellent writing and Editing Skills in Hindi
6	Copywriter-Hindi (2) (Copywriting for Creative Communication, in Hindi)	<ul style="list-style-type: none"> Graduate, preferably in Hindi language/literature. Preferably post-graduate in communications/marketing) digital media certification preferred. 5 years of content/copywriting experience,

		excellent writing and Editing Skills in Hindi
7	Designer (6) (Producing artwork, videos, graphic & video and image editing, visualization work to develop creative content)	<ul style="list-style-type: none"> ▪ Degree/diploma in graphic designing /animation, or similar academic field. ▪ 5 years of experience in designing & developing creative content, video and image editing skills. ▪ Working expertise in Canva, adobe, Corel, Photoshop, illustrator to manage design work. ▪ Excellent working skills on different software required for designing creative content.
8	Photo/videographer (2) (Photo/video shoot of events & meetings, live stream photo/video editing)	<ul style="list-style-type: none"> ▪ Graduate (any discipline). ▪ Professional course in photography. ▪ 5 years of experience in professional photography, Preferably government assignments. ▪ knowledge of photo & video editing software and must have own camera & lens equipment.
9	Video editor (2) (Edit video pieces, review script/raw stock footage to create screenplay, trim footage segments and put together the sequence, input music, dialogues, graphics, and effects, create rough and final cuts, production to post-production process and implement new editing technologies)	<ul style="list-style-type: none"> ▪ Graduate (any discipline). ▪ Preferably graduate degree/ diploma in design, cinematography or related filed. ▪ 5 years of experience in video editing and motion graphics. ▪ Professional mastery of video and audio editing software and programs-final cut pro, premiere, after effects, etc. ▪ Knowledge of sound effects, cinema 4d, info graphics and post- production
10	Speech writer (1)	<ul style="list-style-type: none"> ▪ Post-graduation in any discipline preferably in Hindi literature ▪ 5 years of experience in Government Communication and Government speech writing
11	Speech writer (1)	<ul style="list-style-type: none"> ▪ Post-graduation in any discipline preferably in Hindi literature ▪ 10 years of experience in Government Communication and Government speech writing

The resume of all proposed resources needs to be attached in the technical bid. The final deployment of resources will only happen after they have been personally interviewed by the Chhattisgarh Samvad for fitment. The deployment of the proposed resources will be at the discretion of the Chhattisgarh Samvad and will be notified to the successful bidder.

Chhattisgarh Samvad will provide seats for all of the above listed resources at an appropriate physical office in Chhattisgarh Samvad, Nava Raipur Atal Nagar. The agency must ensure that the on-site

deployed resources have their own technology supplies like laptop, necessary software, etc., to perform day-to-day tasks. The proposed team should not be changed during the execution of the project. If needed, replacement to be made with another resource of similar educational & professional credentials.

Note: The team must be available, capable and equipped to respond 24x7, keeping in mind the mandate & objective of creative communication outreach efforts and its time sensitive ecosystem. The agency is expected to perform tasks as listed in the 'scope of work above. In addition to the above scope of work, the agency will also be responsible for any additional work assigned under the ambit of creative content development.

Note: The agency will be required to conduct photo/video shoots, from time to time, as required by the Chhattisgarh Samvad. It is projected that the agency will have to undertake an average of 2 such visits each month (maximum of 2 members, including 1 photo/videographer) and the estimated cost of such travel must be factored in the financial quote of the bidder. The eligible expenses for any additional travel, over and above the projected 2 visits per month (to be approved by the Chhattisgarh Samvad in advance) will be reimbursed on actual by the Chhattisgarh Samvad.

Note: The agency in the financial quote must provide total cost of providing creative content development services to the Chhattisgarh Samvad , for a period of one (1) month, the quote must include cost of all specific and broad deliverables listed in the scope of work, the total cost for each of the media assets listed in table 1 in the required units per year, manpower deployment in Nava Raipur Atal Nagar.

Note: The Chhattisgarh Samvad will demand additional manpower or the number of manpower may decrease as per Requirement , if need be, on the same terms and conditions.

Note: The successful bidder, upon selection, will be required to provide an itemized costing of the lumpsum financial quote to the Chhattisgarh Samvad and Individual costing of the manpower. The heads for itemized costing will be provided by the Chhattisgarh Samvad to the successful bidder

Note: All content/asset created as part of the project will be the sole property of the Chhattisgarh Samvad.

Project duration

The contract will be assigned for a period of two (2) years, which may be extended for an additional 1 year at a time (up to a maximum of 2 years), 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 CEO, Chhattisgarh Samvad regarding extension/ termination will be final and binding.

Payment

The agency shall be paid on a monthly basis for its services at the completion of each month, against deployed manpower and an itemized invoice for each month. The payment will be based on rates finalized for the award of contract to the successful bidder. 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.

For any published incorrect/misleading information, which hampers the image of the government of Chhattisgarh will attract a penalty of 10% of the award value for the particular month. Such incidents include, but not limited to, factually incorrect information about the state government, incorrect artwork/creative, etc. In case of non deployment of manpower as per tender Chhattisgarh Samvad may deduct proportionate amount and penalty from bill for the particular month. The decision of the Chhattisgarh Samvad shall be binding in this regard.

Instruction to bidders

The selected bidder shall function as the creative agency for the Chhattisgarh Samvad and its scope would be extended to items listed in the scope of work. The proposal will be evaluated on the basis of the evaluation criteria set out in this tender document in order to identify the successful bidder ('successful bidder'). The successful bidder will be issued a work order by the Chhattisgarh Samvad.

Any bidder who submits more than one proposal for the assignment shall be disqualified. Any joint venture/consortium is not eligible for this tender process, the proposal shall remain valid for a period of not less than 180 days from the proposal due date (proposal validity period). The Chhattisgarh Samvad reserves the right to reject any proposal, which does not meet this requirement.

Earnest Money Deposit & Tender Fee:

- I The Bidder has to deposit an initial earnest money of RS. 5,00,000/- (Rupees Five Lacs only) and Tender Fees of Rs. 5,900/- (Five Thousand Nine Hundred only) in the below Chhattisgarh Samvad 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.

Performance security

The successful bidder shall at his own expense will deposit with the Chhattisgarh Samvad , within ten (10) days after the receipt of notification of award of the work order (letter of award) from the Chhattisgarh Samvad, an unconditional and irrevocable performance security in form of Bank Guarantee (BG) amounting to 5% of the award value from a scheduled commercial bank acceptable to the Chhattisgarh Samvad, payable on demand, for the due performance and fulfillment of the agreement by the bidder. This performance guarantee will be for an amount equivalent to 5% of the award value. All incidental charges whatsoever such as premium, commission, etc. With respect to the performance security shall be borne by the bidder. The performance security shall be valid at least for 1 month post completion of the project satisfactorily. Subject to the terms and conditions in the performance security, at the end of 1 month, the performance bank guarantee may be discharged/returned by the Chhattisgarh Samvad upon being satisfied that there has been due performance of obligations of the bidder under the agreement. In case the contract is extended, the agency will have to provide a new performance security equivalent to 5% of the award value of the extension term, valid for at least 1 month post completion of the project, however, no interest shall be payable on the performance security.

Failure of the successful bidder to comply with the requirements of performance security clause shall constitute sufficient grounds for the annulment of the work order/LOA and forfeiture of the EMD. In such an event, the Chhattisgarh Samvad reserves the right to:

- A. Either invite the next best bidder to match with the financial proposal of the successful bidder, or;
- B. Take any such measures as may be deemed fit in the sole discretion of the Chhattisgarh Samvad, including annulment of the bidding process and blacklisting of the firm from the Chhattisgarh Samvad for any future work.

Not with standing anything contained in this tender document, the Chhattisgarh Samvad reserves the right to accept or reject any proposal, or to annul the bidding process or reject all proposals, at any time without any liability or any obligation for such rejection or annulment.

The bidding process shall be governed by, and construed in accordance with, the laws of India and the courts in Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and or in connection with the bidding process.

Eligibility criteria and evaluation methodology

Bidders which are registered on the Samvad Website are eligible to participate in this tender process. E-bids submitted by any other bidders will be treated as non- responsive and will not be considered against this tender. New bidders who wish to participate should initiate new registration on the Samvad Website to be able to participate in the process.

Pre-qualification criteria

Note: qualitative comparative evaluation of work credentials amongst the participating bidders may be applied. Work credentials will be considered as on last date of submission of e-bids. Since the characteristics of the project is critical in nature, the Chhattisgarh Samvad will perform sufficient analysis & checks on the technical capability, credentials of the bidders and qualitative assessment of the proposed team members.

S.NO.	CRITERIA	DOCUMENTARY EVIDENCE
1	<p>The bidder should be one of the following registered entities:</p> <ul style="list-style-type: none"> i. A partnership firm registered under the Indian partnership Act, of 1932 (or) ii. A Limited Liability Partnership registered under the Indian limited Liability Partnership Act, 2008 (or) iii. A company registered under the Indian Companies Act, 1956/2013 iv. Proprietorship Firms registered under relevant law v. Societies Registered under relevant law <p>The Agency Must have been in operation</p>	<ul style="list-style-type: none"> ▪ Certificates of Incorporation (Registration certificates.) ▪ Copy of MOA, AOA, Partnership deed etc. ▪ Registration Certificate of Proprietorship firm ▪ Certificate of Society Registration

	for a minimum of 5 years as on the date of submission of E -bid	
2	MINIMUM AVERAGE ANNUAL TURNOVER OF INR 50 CRORE OR MORE IN THE LAST THREE FINANCIAL YEARS (IE. 2021-22, 2022-23 AND 2023-24).	<ul style="list-style-type: none"> ➤ CA Certified turnover certificate with valid UDIN. ➤ Audited balance sheets for the last three financial years (i.e. 2021-22, 2022- 23 and 2023-24) to support the claim ➤ It return of last 03 financial years (i.e. 2021-22, 2022-23 and 2023-24) ➤ Profit and loss statement for the last three financial years (i.e. 2021-22, 2022-23 and 2023-24).
3	The bidding entity must have positive net worth in the last three financial years (i.e. 2021-22, 2022-23 and 2023-24).	CA/auditor certificate certifying the net worth in last in the last three financial years (i.e. 2021-22, 2022-23 and 2023-24).
4	GST Return of financial year (i.e. 2021-22, 2022-23, and 2023-24).	Copy of the GSTR-9
5	State GST Registration	.copy of State GST Registration Certificate or the bidder must be submit State GST Registration Certificate at the time of signing of agreement.
6	Minimum of at least 30 employees on payroll of the Organization	<ul style="list-style-type: none"> ▪ EPF or ESIC records of employee
7	<p>Minimum 2 branding and creative projects of duration 6 months+ and value INR 1 crore+, in the last 5 years with the state or central government/ state department / PSUs.</p> <p>Scope to include ideation, design and creative content development across all media formats, branding and creative strategy. (Project with media buy only will not be considered as eligible)</p>	<ul style="list-style-type: none"> ▪ LOA/agreement/contract/work order. Duly certified by the authorized signatory of the bidding company ▪ Supporting literature, public pages to validate the work credential
8	The bidding entity must not be Blacklisted/ terminated/debarred by any state or central government or their agencies and should not have been found guilty of any criminal offence by any court of law, in the last 5 years.	<ul style="list-style-type: none"> ▪ Affidavit (appendix -G format only) by the authorized signatory
9	The bidding entity must have an in-house facility for production and editing of creative content in all media formats, experienced manpower and technology/ software support.	<ul style="list-style-type: none"> ▪ Undertaking on company's letterhead

The agency fulfilling the above pre-qualification criteria will be considered eligible bidder. Failure to comply with pre-qualifications criteria shall render the bidder ineligible. The technical and financial proposal of ineligible bidder shall not be considered.

TECHNICAL EVALUATION CRITERIA

S. No.	Evaluation Criteria	Score
Total Marks		100
1	<p>Minimum average annual turnover of Rs. 50 crore or more in the last three financial years (i.e., 2021-22, 2022-23 and 2023- 24).</p> <p>Marking: RS. 50-60 crore: 10 marks RS. 60-75 crore: 15 marks RS. 75 crore and above: 20 marks</p> <p>Documentary evidence:CA Certified turnover certificate with valid UDIN</p>	20
2	<p>Branding and creative projects of duration 6 months+ and value Rs. 1 crore+ in the last 5 years with the state or central government/state department/PSUs.</p> <p>Scope to include ideation, design and creative content development across all media formats, branding and creative strategy. (Project with media buy only will not be considered as eligible)</p> <p>Marking:1 project: 10 marks (up to a maximum of 30 marks for 3 projects)</p> <p>Documentary evidence:</p> <ul style="list-style-type: none"> ▪ LOA/Agreement/Contract/work order, duly certified by the authorized signatory of the bidding company ▪ Supporting literature, creative, public pages to validate the work credential ▪ Experience certificate/ completion certificate from client OR CA Certificate, indicating the total payment received by the bidding company. 	30
3	<p>MANPOWER DEPLOYMENT</p> <p>(1 mark per resource, with max score of 20)</p>	20
<p>(Resume of each of the proposed resource, fulfilling the required eligibility criteria and professional experience need to be attached in the technical bid for evaluation. Supporting degrees and experience letter should also be attached as part of resume. The final deployment of resources will only happen after they have been personally interviewed by the Chhattisgarh Samvad for fitment)</p>		

S.NO.	TECHNICAL PRESENTATION	30
4	<p>Technical PPT (not more than 10 minutes)</p> <ul style="list-style-type: none"> ▪ 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 ▪ Following dummy assets for the above theme: print ad, digital banner ad, poster, radio jingle in Hindi (30 seconds) and video ad in Hindi (60 seconds) <p>(Resume of all proposed resources need to be made available (in print hardcopy) on the days of the technical Presentation)</p> <p>(The right of allotment of marks on PPT is result with the tender committee)</p>	30

The technical score (PE) for the technical proposal will be the arithmetic sum of the marks assigned to the bidders under each of the parameters listed above. The bidder is required to achieve a minimum technical score of 70 marks (benchmark score) for opening of financial bids.

Evaluation methodology

The financial proposals shall be given scores as follows:

► financial score (PF) $100 \times \text{financial proposal of lowest bidder} / \text{financial proposal of bidder under consideration}$

The composite score shall be computed as follows:

► composite score $(PE \times 0.80) + (PF \times 0.20)$

The evaluation methodology will be based on quality and cost-based selection method (Q.C.B.S.), with 80% weightage on technical score and 20% weightage on financial score. The bidder obtaining the highest composite score would be declared as the selected bidder.

Example: If in response to this tender, three bids, A, B&C were received and the evaluation committee awarded them 75, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B&C were Rs. 120, 100 & 110 respectively, then the following points for financial bids may be given:

A: $100/120 \times 100 = 83$ points

B: $100/100 \times 100 = 100$ points

C: $100/110 \times 100 = 91$ points

For combined evaluated points, the process would be as follows:

Bid A: $75 \times 0.8 + 83 \times 0.2 = 76.6$

Bid B: $80 \times 0.8 + 100 \times 0.2 = 84$

Bid C: $90 \times 0.8 + 91 \times 0.2 = 90.2$

Bid C, in this case would be considered as H1 (highest total points). The evaluation committee will correct any computation errors, in case of discrepancy.

Negotiations: CEO, Chhattisgarh Samvad/ Commissioner of Directorate of Public Relation has right to Negotiation with H1 Bidder.

Competent authority's right to vary items/activities at the time of award: the competent authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The competent authority will give such intimation to the successful bidder, and additional cost/deduction in the bid prices, based on the price schedule submitted by him, will be worked out with the bidder. In case, the bidder does not agree for such alterations, the competent authority will be free to award the contract to the next eligible bidder.

Important note: The financial quote must not be quoted anywhere in the technical bid. Submission of forged documents will also result in summary rejection of the bid.

Chief Executive Officer
Chhattisgarh Samvad
Nava Raipur Atal Nagar

APPENDIX A

COVERING LETTER (ON THE LETTERHEAD OF THE BIDDER)

DATE:

To:

REF: 'SELECTION OF A CREATIVE AGENCY'

DEAR SIR,

Being duly authorized to represent and act on behalf of (hereinafter referred to as the bidder') and having reviewed and fully understood all of the proposal requirements and information provided and collected, the undersigned hereby submits the proposal on behalf of (name of bidder) for the captioned project in one (1) original, with the details as per the requirements of the tender document, for your evaluation. We confirm that our proposal is valid for a period of 180 days from _____(insert proposal due date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal, we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed scope of work, which forms a part of the tender document provided to us. We hereby certify and confirm that in the preparation and submission of our proposal, we have not acted in concert or in collusion with any other bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

YOURS FAITHFULLY,

FOR AND ON BEHALF OF (NAME OF BIDDER)

DULY SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER
(NAME, TITLE AND ADDRESS OF THE AUTHORIZED SIGNATORY)

APPENDIX B**DETAILS OF BIDDER
(ON THE LETTER HEAD OF THE BIDDER)**

1.	NAME OF THE PROJECT		
2.	NAME OF THE BIDDER FIRM		
3.	REGISTERED OFFICE	ADDRESS (WITH PIN CODE)	
		TELEPHONE NOS.	
		E-MAIL ID	
		WEBSITE	
4.	GSTIN (COPY TO BE ENCLOSED)		
5	PAN CARD NO (COPY TO BE ENCLOSED)		
6 A.	NAME AND DESIGNATION OF THE CHIEF EXECUTIVE OF THE FIRM		
6 B.	ADDRESS		
7 A.	NAME AND DESIGNATION OF THE AUTHORITY THAT IS AUTHORIZED TO SIGN THE E-BID DOCUMENT		
7 B.	ADDRESS		
8.	EMD AMOUNT (DETAILS OF THE FDR)		
9.	OTHER ELIGIBILITY DOCUMENTS ATTACHED:		
9 A.	DOCUMENTS IN EVIDENCE OF PAST EXPERIENCE		
9 A I.	LIST OF IMPORTANT CLIENTS		
9 A II.	PROOF OF ASSOCIATION LIKE ACCREDITATIONS, MEMBERSHIPS AND CERTIFICATES FROM IMPORTANT PAST CLIENTS		

APPENDIXC

Power of attorney (On stamp paper of INR 100/-)

Know all men by these presents, we..... Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for 'selection of a creative agency including signing and submission of all documents and providing information/responses to the Chhattisgarh Samvad of in all matters in connection with our proposal for the said assignment.

we hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

dated this the for day of 2025

(Name and designation of the person(s) signing on behalf of the bidder)

Accepted

(signature)

(Name, title and address of the attorney)

Date:

Note:

1. To be executed only if the bidder is a company, agency or firm.
2. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of attorney,
3. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this power of attorney for the delegation of power hereunder on behalf of the bidder.

APPENDIX D**FORMAT FOR PROJECT DATA SHEET**

NAME OF THE FIRM: _____

PROJECT NAME:		COUNTRY
PROJECT LOCATION WITHIN COUNTRY:		PROFESSIONAL STAFF PROVIDED BY THE FIRM:
NATURE OF CLIENT		NO. OF STAFF:
		NO. OF PERSON MONTHS:
START DATE (MONTH/YEAR)	COMPLETION DATE(MONTH/YEAR)	APPROX. VALUE OF SERVICES (IN INR):
NAME OF SENIOR STAFF INVOLVED AND FUNCTIONS PERFORMED:		
DESCRIPTION OF THE PROJECT:		
DESCRIPTION OF ACTUAL SERVICES PROVIDED:		

APPENDIX E

Financial capacity of the bidder (Chartered Accountant Certificate)

Bidder	Annual turnover			
	2021-22	2022-23	2023-24	Average annual turnover

Name & address of bidder:

Instructions:

The bidder shall submit a Chartered Accountant certified turnover certificate only with UDIN. The certificate should mention:

1. CA certification regarding annual turnover for the last three financial years (2021-22, 2022- 23, 2023-24).
2. It return of last 03 assessment years (AY 2022-23, 2023-24 and 2024-25)

APPENDIX F

Guidelines for technical presentation

Technical PPT to include, but not limited to:

- 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 on the theme “_____”
- following dummy assets for the above theme: print ad, digital banner ad, poster, design for outdoor media.

(Resume of all proposed resources need to be made available (in print hardcopy) on the days of the technical presentation)

APPENDIXG

Non-debarment affidavit (On stamp paper of INR 100/-)

Date:

To: CEO, Chhattisgarh Samvad(Associate Organization of Department of Public Relation, Government. of Chhattisgarh)

Reference: Selection of a creative agency

Dear sir,

I/we hereby declare that statements, project documents, credentials, documentary evidence, financial statements and other tender documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/we, for the purpose of the said tender, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, the Chhattisgarh Samvad, has the right to verify the authenticity of the proposal submitted by us.

I/we fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by the Chhattisgarh Samvad.

I/we, also declare that I/we have not been blacklisted/terminated/debarred by any state or central government or their agencies, and have not been found guilty of any criminal offence by any court of law, in the last 5 years.

All above mentioned points are true, authentic to the best of my/our knowledge.

Yours faithfully,

Name of the bidder

Signature of the authorized person

Name of the authorized person

APPENDIX H

Table A
Financial tender proposal
(To be submitted online)

S. No.	Description	Flat monthly rate (GST extra)
		Amount Rs. (In figures and words)
1	<p>Objective and scope of the tender proposal invited for the service of creative, constructive and multidimensional works as per Point no. 2:-</p> <ul style="list-style-type: none">▪ Creative and constructive work, Hindi-English creative writing work. All advertising and creative related publicity work will have to be prepared in Hindi and English. Also, as per requirement, it will have to be prepared in regional language and dialect like Gondi, Halbi, Surgujia etc.▪ Articles in Hindi and English for publicity, creative writing, Advertisements and advertorials (writing and designing), poster, brochure, books, leaflet, coffee table book, hoarding, web story, GIF, L-Band, LED Screen and Content and creative writing, setting and designing etc. for promotion through other mediums.▪ Hindi to English translation, English to Hindi translation work.▪ Preparing media plan for publicity of important government events, government schemes and programs.▪ Preparing power-point presentations/slides etc. for meetings, workshops, road-shows etc.▪ To do other desired constructive and creative work as per the requirement of Chhattisgarh Samvad/Public Relations Directorate.▪ Articles, promotional work and translation work for regional/national media in Hindi, English, Gondi, Halbi, Surgujia and local dialect.	

Signature
(Full name)

Name and seal of the organization

Table: B

S. No.	Description	Flat monthly rate (Exclusive of all taxes)
		Amount Rs. (In figures and words)
1	Project Leader	
2	Creative Leader	
3	Copywriter- English	
4	Copywriter- Hindi	
5	Designer	
6	Photo/videographer	
7	Video editor	
8	Speech Writer	

Signature
(Full name)

Name and seal of the organization

General terms & conditions selection of a creative agency
Chhattisgarh Samvad, Nava Raipur Atal Nagar

Application: These general conditions shall apply to the extent that provisions in other parts in this tender do not supersede them. For interpretation of any clause in the contract agreement, the interpretation of the Chhattisgarh Samvad shall be final and binding on the agency.

Relationship between parties: nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent between the 'agency' and 'Chhattisgarh Samvad'. The agency has complete charge of personnel performing the services executed by the agency from time to time. The agency shall be fully responsible for the services performed by it at all times.

Standards of performance: the agency shall provide services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The agency shall always act in respect of any matter relating to this tender as faithful to the Chhattisgarh Samvad and abide by all the provisions/acts/rules etc. Of government processes prevalent in the country. The Chhattisgarh Samvad shall evaluate the performance of the agency based on the quality of the services rendered as well as feedback received by the officials concerned at the Chhattisgarh Samvad.

Delivery and documents: as per the time schedule agreed between parties for specific projects given to the agency from time to time, the agency shall submit all the deliverables to the Chhattisgarh Samvad. The agency shall not, without Chhattisgarh Samvad's prior written consent, disclose contract, literature, drawings, specifications, plans, patterns, samples or other documents to any person or organization other than an entity employed by the agency for the performance of the contract, in consultation with the Chhattisgarh Samvad.

In case of the termination of the tender, all the documents prepared by the agency under the contract shall become property of the Chhattisgarh Samvad. The agency must not use any of the material or content anywhere, without taking permission, in writing, from the Chhattisgarh Samvad. The Chhattisgarh Samvad reserves the right to grant or deny any such request.

Agency personnel: the agency shall employ and provide such qualified and Experienced personnel as may be required to perform the services under the specified project, the personnel who have adequate knowledge and experience in the domain related with this project. It is desirable that the agency shall utilize the services of domain specialists, if required, to work on the project effectively.

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 that of state of Chhattisgarh.

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.

Suspension: 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.

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.
- 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.

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.

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.

Legal jurisdiction: all legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Raipur Chhattisgarh only.

Penalty clause: 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 and software 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 fulfill 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 any published incorrect/misleading information, which hampers the image of the government of Chhattisgarh will attract a penalty of 10% of the award value for the particular month. Such incidents include, but not limited to, factually incorrect information about the state government, incorrect artwork/creative, etc. The decision of the Chhattisgarh Samvad shall be binding in this regard.

Liquidated Damages : In Case of delay in completion/ error of services or breach of contract terms and conditions, liquidated damages not exceeding an amount equal to 10% of the contract value per month, subject to a maximum of 10%(ten percent) of the contract value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. Once the 10% amount of the total contract value shall be achieved, Chhattisgarh Samvad shall have the right to terminate the contract at the risk and cost of the agency/bidder.

Force majeure: notwithstanding 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.

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.

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.

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.

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 or 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.

Roles & responsibilities of stakeholders

Chhattisgarh Samvad

- provide necessary guidance, support, approvals and strategic suggestions as and when required, through periodic review for the duration of the contract.
- ensure that the agency conducts work as specified in the scope of work.
- validate the work performed by the agency, based on monitoring the scope of work for payments.

Creative agency

Over and above the mentioned pre-requisites of the agency in the 'scope of work', the agency shall have to ensure optimal performance by dispersing key responsibilities as follows:

- The agency will appoint 'project lead' to be the nodal point for coordinating with the client. The person identified must be available over phone/email at all times.
- the agency will sign a 'non-disclosure agreement with the Chhattisgarh Samvad for running the project. The non-disclosure agreement will cover all the data that has been provided by the Chhattisgarh Samvad for operations along with the data that is generated during the operation of the project.
- the agency will arrange, install and maintain equipment for transmission of data and images to the Chhattisgarh Samvad or anywhere, as instructed by Chhattisgarh Samvad.
- the agency will provide all relevant clippings, media assets, hard drives and content repository and data as and when required by the Chhattisgarh Samvad.
- any expenses pertaining to the manpower deployed in the process along with maintenance cost of hardware/software, facility charges etc. Will be borne by the agency.
- the agency is solely responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- the agency will treat as confidential all data and information obtained during execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Chhattisgarh Samvad.