Govt of odisha.

Information and Public Relations Department

LETTER OF INVITATION

RFP No:	1074	Dated: 0-12-17

Name of the Assignment: Selection of Public Relations Agency.

- Director, I&PR Department, Govt. of Odisha (The Client) invites sealed proposal from eligible bidders for "Selection of PR Agency". More details on the proposed assignment are provided at Section-3: Scope of Work of this RFP Document.
- A Consultant will be selected under Combined Quality and Cost Based Selection (CQCBS) procedure
 as prescribed in the RFP Document in accordance with the policies and procedures accompanying the
 Guideline of Finance Department, Govt. of Odisha for "Engagement of Consultants" circulated vide
 Office Memorandum No. 42280/F, Dated: 26.09.2011of Finance Department, Govt. of Odisha.
- 3. The proposal complete in all respect as specified in the RFP Document must be accompanied with a Non-refundable amount of Rs. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee and a Refundable amount of Rs. 5,00,000/- (Rupees Five Lakh only) towards EMD in form of Demand Draft / Banker's Cheque in favour of "DDO, I & PR Department" drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha failing which the bid will be rejected.
- 4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed post / Registered Post / Courier only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
- 5. The last date and time for submission of proposal complete in all respects is Dt 22-12-2017 at 3.00 P.M. and the date of opening of the bid is Dt 23-12-2017 at 3.00 P.M. in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (SI. no.13). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
- 6. This RFP includes following sections:
 - a. Letter of Invitation [Section 1]
 - b. Information to the Bidder [Section 2]
 - c. Scope of Work [Section 3]
 - d. Technical Proposal Submission Forms[Section 4 (Part A & B)]
 - e. Financial Proposal Submission Forms (Section -5)
 - f. Annexure (Section 6)
- 7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The Client reserves the right to accept / reject any/all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

8. The details of RFP are available in the Govt. "website www.odisha.gov.in"

Information and Public Relations Department

Memo No SN 3/17	10712 Dt	t: <i>@P4@</i>	01-12-17

Copy forwarded to Dy. Director (Advt.) / Advt. Section-III for information and necessary action. They are requested to make arrangements for publication of the text in one national Daily, Times of India(Mumbai, Kolkata, Bhubaneswar, Delhi edition) and two Odia dailies , The Samaj & The Sambad on 02/12/2017. This has been approved by the Director.

Dy. Director-cum- Dy. Secy. to Govt.

Copy forwarded to System Analysist for information and necessary action. He is requested to make arrangements for loading of RFP in the Govt. website "website www.odisha.gov.in" immediately.

Dy. Director-cum- Dy. Secy. to Govt.

REQUEST FOR PROPOSAL

SELECTION OF PUBLIC RELATIONS AGENCY



GOVT. OF ODISHA
I & PR DEPARTMENT

November, 2017

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DISCLAIMER

This Request for Proposal (RFP) is issued by the Director, I & PR Department, Govt. of Odisha.

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by on behalf of the Authority or any of their employees or advisors, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each part who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assumptions, assessments, statements or information contained therein or deemed to form part of this RFP or arising in any way in the Selection process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for service and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Director, I&PR Department, Govt. of Odisha shall be the sole and final authority with respect to selection of a consultant through this RFP.

BIDDER DATA SHEET

SI. No.	Particular	Details
1.	Name of the Client	Director, I&PR Department, Govt. of Odisha
2.	Method of Selection	Combined Quality and Cost Based Selection (CQCBS) Method
3.	Date of Issue of RFP	Т
4.	Pre-Bid Meeting	T + 10
5.	Last Date and Time for submission of Bid	T + 21
6.	Date of opening of Technical Proposal	T + 22
7.	Date of Technical Presentation	T + 35
8.	Tentative Date of opening of Financial Proposal	T + 35
9.	Expected Date of Commencement of Assignment	January, 2018
10.	Bid Processing Fee (Non-Refundable)	10,000/-INR in shape of Banker's Cheque / Demand Draft in favour of "DDO, I & PR Department" drawn in any scheduled commercial bank payable at Bhubaneswar
11.	Earnest Money Deposit (EMD) (Refundable)	5,00,000/ - INR in shape of Banker's Cheque / Demand Draft in favour of "DDO, I & PR Department" drawn in any scheduled commercial bank payable at Bhubaneswar
12.	Address for Submission of Proposal	The Director Information & Public Relations Department, Government of Odisha, Lok Sampark Bhawan Bhubaneswar, PIN-751001 Odisha Telephone No-2394890/ 2398610(Fax), Email: iprenews@gmail.com Mode of Submission: Speed Post / Registered Post / Courier only to the address as specified above during the office hour only. Submission of bid through other mode and late bid will be rejected.
13.	Place of Opening of Technical Proposal:	Conference Hall of I&PR Department

For details on the selection Process, please visit: www.inpr.odisha.gov.in

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

RFF	P No: Dated:
Nan	ne of the Assignment: Selection of Public Relations Agency.
1.	Director, I&PR Department , Govt. of Odisha (The Client) invites sealed proposal from eligible bidders for "Selection of PR Agency". More details on the proposed assignment are provided at Section-3: Scope of Work of this RFP Document.
2.	A Consultant will be selected under Combined Quality and Cost Based Selection (CQCBS) procedure as prescribed in the RFP Document in accordance with the policies and procedures accompanying the Guideline of Finance Department, Govt. of Odisha for " Engagement of Consultants " circulated vide <i>Office Memorandum No. 42280/F, Dated: 26.09.2011</i> of Finance Department, Govt. of Odisha.
3.	The proposal complete in all respect as specified in the RFP Document must be accompanied with a Non-refundable amount of Rs. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee and a Refundable amount of Rs. 5,00,000/- (Rupees Five Lakh only) towards EMD in form of Demand Draft / Banker's Cheque in favour of "DDO, I & PR Department" drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha failing which the bid will be rejected.
4.	The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed post / Registered Post / Courier only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5.	The last date and time for submission of proposal complete in all respects is Dt. and the date of opening of the bid is Dt. in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (SI. no.13). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6.	 This RFP includes following sections: a. Letter of Invitation [Section - 1] b. Information to the Bidder [Section - 2] c. Scope of Work [Section - 3] d. Technical Proposal Submission Forms[Section - 4 (Part - A & B)] e. Financial Proposal Submission Forms (Section - 5) f. Annexure (Section - 6)
7.	While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The Client reserves the right to accept / reject any/all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Director

Information and Public Relation Department

SECTION: 2

INFORMATION TO THE BIDDER

Pre-Qualification / Eligibility Criteria:

Bidders must conform to the eligibility criteria given below and to this effect must produce the required supportive documents /information as indicated against each as part of their technical proposal:

SI.No	Eligibility Criteria	Supporting Documents Required
2	Single entity legally registered under appropriate authority in India. <i>Consortium or Joint Venture is not allowed.</i> The agency should have been in the business of providing Communication and PR services in India to the Government bodies and / reputed corporate bodies for at least 10 years from the date of opening of the bid.	Certificate of Incorporation / Registration of the PR Agency Proof of Certificate of Incorporation of the PR Agency
3	The agency should have an annual turnover of Rs. 60.00 Cr from PR business (and not allied communication services) in any of the three financial years during the last immediate preceding five financial years (12-13, 13-14, 14-15 & 15-16 and 16-17).	Copies of audited balance sheet for the last three financial years and CA certificate certifying that the PR Agency had an annual turnover more than Rs 60.00 cr. in any of the three financial years during the last five financial years from Communications and PR Services in India. (As per the format at TECH A – 3)
4	Successfully completed / undertaken preferable 5 PR Services assignments (having Contract Value ≥ Rs. 2.00 Crore and Duration ≥ 6 Month) under Central / State Govt / Autonomous bodies operating under Govt. administrative control / Corporate bodies during the immediate preceding five financial years. (12-13, 13-14, 14-15, 15-16 & 16-17).	Work orders/ Contract Document / Completion Certificate if any from the previous Clients
5	The agency should have serviced at least 5 Multi National Clients (MNCs) with an annual turnover of at least Rs.100.00 Cr. The contract with MNCs should be for PR services. Such clients should preferably be spread across Sports Bodies, FMCG, Electronics and Governments. Preference shall be given to those agencies which have provided services to at least 3 reputed local clients (located within the State Boundaries) with a preferably combined work order value of not less than Rs. 5.00 Cr.	Copies of the contract paper / work order / Successful Completion Certificate from the MNC Clients.
6	The Firm/ Agency should have fully functional office in Bhubaneswar for the past 5 years with a strong network of associates across the state in at least 10 districts. The Firm/ Agency shall also have at least 10 offices Pan India across State Capitals and across Tier 2 cities.	Valid Address Proof of the local office (Electricity Bill / Telephone Bill / Rent Deed etc.)
7	The PR Agency is not having any concurrent contract with any state government / political parties at the time of bid submission.	Self Declaration from the Bidder as per format (TECH A-6)

Documents to be submitted along with TECHNICAL PROPOSAL (PART-A):

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH A 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (GSTIN)
- Copies of IT Return for the last three assessment years (AY 2014-15, 2015 -16 & 2016-17).
- General Details of the Bidder(TECH A − 2)
- Financial Details of the bidder (**TECH A 3**) along with all the supportive documents such as Balance Sheet and Income/ Expenditure Statement duly signed as per the instruction.
- Power of Attorney (**TECH A 4**) in favour of the person signing the bid on behalf of the bidder. In case of partnership firm, please attach the resolution of the partners on the same.
- List of completed assignments of similar nature (Past Experience Details, **TECH A 5)** along with copies of contracts / work orders / completion certificate from previous clients.
- Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organisation in the recent past.
- Self Declaration for not having any concurrent contract with any state government / political parties at the time of bid submission. (TECH A-6)

NB: Bidders should submit the supporting documents-mentioned as above. Bids of agencies not conforming to the eligibility criteria listed above will be summarily rejected. Submission of forged documents will also result in rejection of the bid.

1. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 10000/- (Ten Thousand Only) in shape of DD / BC from any scheduled commercial bank in favor of "DDO, I&PR Department" payable at Bhubaneswar. Proposals received without bid processing fee will be rejected.

2. Earnest Money Deposit (EMD):

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to Rs. 5,00,000/- (Five Lakh Only) in shape of DD/BC from any scheduled commercial bank in favour of "DDO, I & PR Department" payable at Bhubaneswar. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract

The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - provide clarifications
 - agree to decisions of the contract negotiation meeting
 - sign the contract in time
 - furnish required Performance Bank Guarantee.
- Any other circumstance which holds the interest of the Client during the overall selection process.

3. Validity of the Proposal:

Proposals shall remain valid for a period of <u>90 (Ninty Days)</u> from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

4. Pre Bid Meeting:

A Pre-Bid meeting will be organised by the Client to address the queries relating to the overall selection process and scope of the work. To this respect, bidders can submit their queries in respect to the RFP if any, as per the prescribed format (Annexure-II), to Director, I & PR Department through e-mail to iprenews@gmail.com till 3.00P.M. of 10.12.17. Queries submitted beyond the deadline will not be entertained during the pre-bid meeting. The Pre-Bid meeting will be held on Dt. 11.12.17 at 3.00P.M.. The client will address the queries submitted by the bidders. Representatives (Maximum 2 member from each bidder) with due authorization letter are allowed to attend the meeting. Clarifications to the submitted queries will be uploaded in the Department website for information of the bidders. Request for alternation / change in existing terms and conditions of the RFP will not be considered.

5. Submission of Proposal:

Bidder must submit their proposals by Registered Post / Speed Post / Courier only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and signed by the representative of the bidder in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected. Bids with conditional offer shall be out rightly rejected.

The procedure for submission of the proposal is described below:

i) <u>Technical Proposal (PART – A) (Original) & (PART –B) (Original + 1 Copy + Soft Copy in word format in CD):</u>

The envelope containing technical proposal (Part-A) and (Part-B) shall be sealed and superscripted as **Technical Proposal –Selection of PR Agency**". Two different parts i.e. **Part-A and Part-B** should be **bound together and furnished inside one envelope**. The duly filled-in technical proposal submission forms, soft copy in Word format in CD (Part-B) along with all the supportive documents and information have to be furnished as part of technical proposal as per the requirement.

ii) Financial Proposal (Original + 1 Copy + Soft Copy in pdf form):

The envelope containing financial proposal shall be sealed and superscripted as "Financial Proposal – Selection of PR Agency". The duly filled-in financial proposal submission forms should contain the detailed price offer for the proposed assignment and have to be furnished as per the prescribed format only along with soft copy in pdf form in CD as part of financial proposal.

The "Technical Proposal" and "Financial Proposal" must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned

in the RFP Document. The first envelope must be marked as "TECHNICAL PROPOSAL (NAME OF THE ASSIGNMENT)" and it should contain Technical Proposal (Part- A) and (Part - B).

The second envelope must be marked as "FINANCIAL PROPOSAL (NAME OF THE ASSIGNMENT) and it should contain Financial Proposal only. Both the above envelopes have to be sealed and placed inside a third main envelope with proper labeling of following information in bold:

NAME OF THE ASSIGNMENT: RFP NUMBER AND DATE: DEADLINE FOR SUBMISSION OF BID: NAME AND ADDRESS OF THE BIDDER:

6. Opening of the proposal:

The FIRST ENVELOPE containing <u>TECHNICAL PROPOSAL</u> will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing <u>FINANCIAL PROPOSAL</u> of the technically qualified bidders will only be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

7. Evaluation of Proposal:

A three stage process will be adopted as explained below for evaluation of the proposals. :

- Preliminary Evaluation (1st Stage): Preliminary evaluation of the proposals will be done to determine
 whether the proposals are in order & complete and the requisite documents have been properly
 furnished by the bidder or not. Submission of following documents / information will be verified:
 - ✓ Filled in Bid Submission Check List in Original (Annexure-I)
 - \checkmark Covering letter (TECH A 1) on bidder's letterhead requesting to participate in the selection process.
 - ✓ Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
 - ✓ Copy of Certificate of Incorporation/ Registration
 - ✓ Copy of PAN
 - ✓ Copy of Goods and Services Tax Identification Number (GSTIN)
 - ✓ Copies of IT Return for the last three assessment years (AY 2014-15, 2015 -16 & 2016-17).
 - ✓ General Details of the Bidder(TECH A 2)
 - ✓ Financial Details of the bidder (TECH A 3) along with all the supportive documents as applicable duly signed as per the instruction.
 - \checkmark Power of Attorney (TECH A 4) in favour of the person signing the bid on behalf of the bidder.
 - ✓ List of completed assignments of similar nature (Past Experience Details, TECH A 5) along with copies of contracts / work orders / completion certificate from previous clients.
 - ✓ Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organisation in the recent past.
 - ✓ Self Declaration for not having any concurrent contract with any state government / political parties at the time of bid submission. (TECH A-6)
 - ✓ All the pages of the proposal and enclosures are signed or not by the authorised representative

Any deviation from the prescribed procedures / formats / conditions /requirements shall result in outright rejection of the proposal. Bids with conditional offer shall be out rightly rejected. All the pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Technical Evaluation (2nd Stage): Technical proposal will be opened and evaluated for those bidders
who qualify the preliminary evaluation stage. Detailed evaluation process will be adopted for
evaluation of the proposals. The proposals will be evaluated as per the following parameters:
PREVIOUS

Technical Proposal Evaluation Parameters	Maximum Mark
Past Experience of handling PR activities for GOI / State governments/Departments/ Corporate Bodies	20
Profile of the Proposed Resources (Qualification & Experience)	25
The Firm/ Agency should have functional office in Bhubaneswar for the past 5 years with a strong network across the state in at least 10 districts. The Firm/ Agency shall also have at least 10 offices Pan India across State Capitals and across Tier 2 cities.	15
Proposed PR Plan for the Client (Written Proposal + Technical Presentation)	40
Grand Total	100

Bidders will make a presentation before the Client during the technical evaluation stage. The objective of the presentation is to enable the Client to evaluate the bidders about their understanding and preparedness for the proposed assignment. Clarifications, if any, as required by the Client will also be discussed during the meeting. The detail schedule along with an outline for presentation will be intimated to the concerned bidders before 4 days from the date of technical presentation. The financial proposals of the technically qualified bidders will be opened on same day / subsequent working day. Hence, the bidder should make themselves available for the same. The bidder whose technical proposal secures a score above the minimum qualifying mark of <u>75</u> in the technical evaluation stage will be qualified for opening of the financial proposal.

• **FINANCIAL EVALUATION (3rd Stage):**The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

8. Evaluation Process:

Combined Quality and Cost Based Selection (CQCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (S_T) in accordance to the marks obtained during the technical evaluation stage. There shall be 70 % weightage to technical score and 30 % weightage to financial score.

The individual bidder's financial score (S_F) will be evaluated as per the formula given below:

S_F= [Fmin / Fb] * 100 (rounded off to 2 decimal places)

where.

S_F= Normalized financial score of the bidder under consideration

Fmin= Minimum financial guote among the technically qualified bidders

Fb= Financial quote of the bidder under consideration

Combined Score (S) = $S_T * 0.7 + S_F * 0.3$

Where S_T = Technical score secured by the bidder

The bidder securing the highest evaluated **Combined Score** (S) will be awarded the contract observing due procedure. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the consultant including overhead expenses, such as travel, accommodation, logistics, report preparation, printing & other secretarial expenses.

9. Performance Bank Guarantee: (PBG)

Within 7 days of notifying the acceptance of proposal for the award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to 10% of the contract value from a scheduled commercial bank situated in Bhubaneswar in favour of "DDO, I & PR Department", as per the format at Annexure-I, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

10. Contract Negotiation:

Contract Negotiation will be held at a date, time and address as intimated to the selected bidder. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirms availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notify all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 7 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract would be valid for <u>1 Years</u> from the date of effectiveness of the contract and will be extended up to another 1 year on mutual consent. *Sub-contracting is not allowed under this assignment.*

11. Conflict of Interest:

Conflict of interest exists in the event of: (i) conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder; (ii) Consultants, agencies or institutions (individuals or organisations) who have a business or family relation with the Client directly or indirectly; and (iii) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

12. Disclosure:

- Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- b. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where

they have been found by any regulator or professional body to have committed professional misconduct:

- corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract:
- failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

13. Anti-corruption Measure:

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

14. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language only. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

15. Cost of bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

16. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only.

17. Penalty for Delay:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Govt of India / Govt of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ 1% per week subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

18. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through I & PR Department website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposal.

20. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders. Misrepresentation/improper response/ by the bidder may lead to the disqualification of the bid. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the client reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the selection Process.

21. Copyright, Patents and Other Proprietary Rights:

Director, I& PR Department, Govt. of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

22. Replacement of Key Personnel:

The Key professionals to be deployed under this contract must be dedicated in nature. No replacement of key resources is allowed within the lock in period of **6 month** from the date of signing of the contract. However, the client reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within seven (7) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Client at least fourteen (14) days in advance, and obtain the approval prior to making any substitution. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Change in Key Resources within the lock in period will attract a penalty of 10% of the bid value.

23. FORCE MAJEURE:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency

If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

24. ARBITRATION

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the Commissioner-cum-Secretary, I & PR Department, Govt. of Odisha. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in Bhubaneswar.

SECTION: 3

TERMS OF REFERENCE

3.1 Back Ground

The Government of Odisha, during the last decade, has played a proactive role in implementing multiple people – centric welfare schemes and social initiatives. Apart from this, the government also undertakes various activities / initiatives from time to time to promote "ODISHA: An Unstoppable Urge For Transformation".

Some of these initiatives include:

- ➤ Comprehensive & Inclusive Agricultural Policy Promotion of Agricultural Activities
- > Skilled-in-Odisha Promotion of self employment through quality skill development training to youth
- > ODISHA: Soul of Incredible India Promotion of Tourism Development
- > Rashtriya Khel Protsahan Purashkar 2017 Promotion of Sports and Allied Activities
- National Rural Livelihoods Mission (NRLM) Bring down rural poverty by promoting diversified and gainful self-employment to the rural poor
- > **Ujjwal & Utkarsh** Provision of quality education
- > Niramaya Provision of free medicine
- > ODISHA New Opportunities Investment in Odisha
- > Odisha Youth Innovation Fund promoting innovative entrepreneurship among the youth

All these initiatives have received acclaim both nationally and overseas and brought numerous glories to the state government.

The Information & Public Relations Department plays a significant role in communicating pro-people schemes of the State Government to all the sections of the society. It acts as a two-way communication bridge between the Government and people, as it effectively transmits information of Governments welfare schemes and programmes to people and acquaints the beneficiaries about it, and at the same time communicates the common man's feedback to the Government.

To facilitate propagating and broadcasting the work, the department also uses the official website www.odisha.gov.in for its press releases, special articles and photographs that are shared with the electronic and print media, as soon as an event is covered.

The advent and reach of Information Technology has changed the way people communicate. In the age of numerous 24 hour news channels and the internet, the I & PR Department requires a strong information, education and communication management organization in order to effectively propagate and publicize the initiatives and achievements of the Government of Odisha through national and international media.

3.2 Project Objectives

The Information and Public Relations Department , Government of Odisha, intends to seek the services of a qualified PR Agency to bring in awareness among the people of Odisha about the various welfare schemes and development programmes implemented by the State Government; showcase the achievements and success stories of government programs and display the progress made by the State in various fields and for shaping media highlights on various public initiatives of Government of Odisha, nationally as well as internationally, (collectively the "Consultancy"). With a view to inviting bids for the purpose, the Director, I&PR Department intends to select the PR agency through a competitive bidding process. The project would be implemented in accordance with the terms and conditions stated in the contract document to be entered into between the Director, I & PR Department, Govt. Of Odisha and the PR Agency in accordance with the Terms of Reference specified in details in the scope of the work. The basic role of the PR Agency is to:

To provide information, education and communication services to the department to bring about awareness on the different schemes and programmes of the Government among the people of Odisha, to encourage two-way communication between the Government and people of Odisha for better programme service demands and service delivery. To effectively disseminate information about Odisha Government's various activities to national and international media.

- To carve a distinct identity for the state of Odisha through meaningful media engagement across
 the state, across the nation and internationally and to position Odisha as one of India's leading
 states across sectors by increasing visibility and enhancing 'top of mind' recall so as to make it an
 ideal destination amongst various stakeholders.
- To ensure a communication strategy at the top and that this be seamless and speak in one voice across departments, and in turn across media and help the Government in Crisis Communication.
- Preparing integrated communication strategies and programs / plans for the Client.
- To effectively disseminate information about Odisha Government's various activities / initiatives to national and international media.
- To position the state and the government at forums like India Today conclave, Leadership Summits, CII conclaves nationally and internationally at the World Economic Forum. Help in creating a landmark conclave in the state on the lines of a Leadership Summit
- To engage with media across business, sport, tourism, political media and showcase progress and transformation and in turn invite leaders in each of these sectors along with key media in the said sector and showcase the state. For instance, a business conclave together with business editors.
- To ensure that the agency manages PR at a national, global and local level for 8 to 10 key state events: Konark Festival, Konark Marathon, Hockey World Cup and mega events of that nature.
- To undertake media consumption survey in the state and undertake surveys to understand digital consumption, traditional media consumption across rural and urban, as and when required by State Government in this regard. To further work alongside in formulating a media plan.
- To provide Third party intellectual property based services and vendors such as hiring of professional Photographers, song writers, poets, cartoonists, digital editors, outdoor agencies and any others. Since these will be proprietary services the cost will be reimbursed on actual basis to the PR Agency as and when required. These services shall be hired only after prior approval of the client on case to case basis.
- Formulating and implementing a Creative Strategy for the I & PR Department for future needs and requirements. The Creative strategy would subsequently align with the Media strategy of the Client.
- The PR Agency shall make available of the required Key Professionals and other experts in accordance to the scope of the work.
- Any other creative work that may be assigned by the Client from time to time.

3.3 Project Scope:

In order to provide information, education and communication services to the department to bring about awareness on the different schemes and programmes of the Government among the people of Odisha, to encourage two-way communication between the Government and people of Odisha for better programme service demands and service delivery and help shape media highlights on various public initiatives of Government of Odisha, both nationally as well as internationally, the PR Agency shall perform, inter - alia, in consultation with the Director, I&PR Department, the following tasks:

- Selected PR agency will work under the guidance and instruction of Secretary / Director , I & PR Department, Government of Odisha
- Make all arrangements necessary for the media coverage of any events of Government / I & PR Department / Other Line Departments from time to time.
- The PR Agency shall acquaint the media with the initiatives, growth and developments happening in the state at regular intervals, or as and when asked to do so by the Client.
- Monitor the presence of, and discussions about, social and political issues of the State Government This can be achieved through, among other activities, continuously monitoring and tracking all national and regional newspapers, magazines, TV channels, the inter-web, blogs and other channels of external communication at regular intervals and Reporting the above findings to the Client through an efficient feedback system
- The PR Agency shall acquaint media with the initiatives, growth and developments happening in the state at regular intervals, or as and when asked to do so by the

- Commissioner / Director, I& PR Department, Govt of Odisha
- The PR Agency shall be responsible for creating fresh and bespoke knowledge content at the state level for various events. The content should cover topics related to state focus sectors, regions, projects, social and socio-political initiatives. etc. The PR Agency shall also be responsible for the timely updation of said knowledge content.
- The PR Agency should also work on relevant ideas and concepts currently in use of international community which would provide suitable leverage for the state across various platforms.
- The PR agency will draw up an annual calendar and work backwards.
- The PR Agency shall be responsible for conceptualization, design and development of creative knowledge products on the events and selected programs/initiatives relevant to the state. Such knowledge products will include brand elements, visual imagery in accordance with the envisioned brand image, content such as sector and region brochures, event brochure and state website etc. as per requirement and satisfaction of the Commissioner / Director, I& PR Department, Govt. of Odisha
- These products will also be customised for distribution during designated media functions.
- The PR Agency shall plan for press conferences during state level events such as one-to-one
 meets, road-shows or any other such activities in consultation with the Client or as and when
 required. In addition, the PR Agency shall conceptualize, design and develop advertisements for
 print and digital media in close coordination with the Client.
- The PR Agency shall also undertake tracking and analysis of such relevant media coverage. It shall appraise the client on key news and happening from prominent trade, business and general press on regular basis and monitor the presence of, and discussions about, the state in all national and regional newspapers, magazines, TV channels, the inter-web, blogs and other channels of external communication at regular intervals.
- The PR Agency shall put in place an efficient feedback system and also undertake preparation of detailed clippings dockets on issues relevant to the Government on customized periodicity.
- The PR Agency should have a proven capacity to carry out the activities as listed above. PR
 programs and delivery mechanism based on requirements of Client, would accordingly includes
 interalia;
 - ✓ Press Releases
 - ✓ Press Interviews:
 - ✓ Media Meetings:
 - √ Features article placement
 - ✓ Regional Media
 - ✓ Vernacular Media Magazines
 - ✓ Speaking opportunities such as roundtable conferences / lectures.
 - ✓ Electronic Channel Coverage
 - ✓ Press Conferences / Media briefing.
- The agency is expected to have a close liaison with correspondents, reporters, editors, photographers, think tanks, critics, trend setters and other such opinion leaders

3.4 Composition and Staff Structure:

Position	Qualification & Experience	Responsibility
Chief Public Relations Coordinator cum Media Strategist (1) (Can be Based out at the Head Office of the Agency & may not necessarily have to be based at Bhubaneswar) However, he shall travel as and when necessary and required by the Client	He / She should preferably hold a Masters degree in Mass Communication and Journalism / Development Journalism from a reputed institute of journalism with at least 20 years of relevant media experience in Odisha and minimum 10+ years with national media. He/ She should have at least 10 years of relevant experience in managing Public Relations issues for MNCs, PSUs and such other similar clients.	 He/ She shall be in overall charge of the team based at Bhubaneswar. He will be the main strategist for Public Relation exercise of Govt. and shall advise, strategise and ensure execution of the strategies. He shall maintain close liaison with senior Government officials and shall be responsible for the development of core PR strategies. He / She shall guide the team based in Bhubaneswar in handling crisis/ critical situations. He shall work in close coordination with the local team and ensure that media reports, not based on facts are immediately appropriately and adequately responded
Quick Response Media Coordinator (1) (To be located at Bhubaneswar)	He / She should preferably hold a Masters degree in Mass Communication and Journalism / Development Journalism from a reputed institute of journalism with at least 20 years of relevant media experience in Odisha and minimum 10+ years with national media. Should be on first-name basis with entire media in Odisha across print, electronic and digital. Should be well-connected with national media. It would be preferable if the person has held the position of Editor/ Associate Editor of any reputed National Daily or National weekly or fortnightly magazine.	 He will be responsible to interact with senior officials on public relations and related issues, and should hold a decision making position in the selected Agency. A ideator who can breathe life in to regular day-to-day work. He/ She shall be primarily responsible for quickly responding to crisis situations, prepare responses on critical issues, handle critical situations and ensure effective management and communication of information, counter response in the media to place facts before citizens. He will be overall in-charge of the team and shall be responsible for the development & execution of PR strategies and to manage the media relations. He shall review and edit knowledge products and handle crisis communications efforts.

Senior Media Specialist (1) (To be located at Bhubaneswar)	At least 15 years experience as Chief Media Strategist at a national media level with experience in Crisis / quick response communication management. Core expertise in media relations across sectors / beats It would be desirable if the person has held the position of Editor/ Associate Editor of any reputed National Daily	 He shall be in overall charge of Handling the Media (Vernacular, National & International) Shall maintain cordial liaison with all Media houses on a one to one basis. Shall ensure contact with Senior govt. officials on a regular basis, obtain feedback on schemes, policies, decisions and develop stories/information for media for outreaching to the people of the State. Shall assist the Quick Response Media Coordinator in handling critical situations and ensure correct and proper response in critical situations.
Media specialist (2) Content Development Specialist (2) English language (1)	Minimum 10 years experience as Media Strategist at State level media. Proven experience and results with global media and global media forums namely WSJ, Forbes, Time, Economist etc Bachelor's degree preferably in English/ Odia / Mass Communication and Journalism/ Development Journalism/ Social Sciences.	 Engage weekly and monthly with media in Odisha across districts by one on one meetings, press releases and road shows. Across mediums: television, print, radio and digital. Develop key network of bloggers and digital media specialists in Odisha to connect with local youth Continually analyse new media opportunities to develop and engage with both at a state and national level. Create a FACT SHEET for Odisha for the state, shortlisted departments and ministers and teams leading the departments. A downloadable press kit that captures Odisha at a glance
Odia Language (1) (To be located at Bhubaneswar)	Minimum 7 year experience in writing. Preferably in a former national media journalist with a flair for writing, independently conceptualizing and executing information, education and communication initiatives / campaigns. Should be able to write across sectors / beats namely: Industry and business sector, Tourism, Policy, Developmental issues and schemes on varied sectors, sport and youth among others.	 Work with website team to enhance the state portal and make it easily navigable for global media Create white papers on state and department achievements every quarter Such that these are positioned across kernifluencers. Continually consider creative ideas for pitches, proposals and promotions. Creation of knowledge products in writter form such as editorial articles, promotions marketing material, collaterals, slogans campaign promotional material etc. with the elements of observation and analysing an artistic portrayal.

Event Management Expert (1)

(May be located at Head Office of the Agency. However, he/she shall have to be located at Bhubaneswar at least a month before the commencement of any event and shall stay till at least a fortnight after the completion of event.)

Post Graduate / Graduate degree in any discipline

5-8 vears relevant work experience with government or NGOs; Highly motivated and experienced in coordinating and planning events for national / state level: Ability to liaise with government, donors stakeholders in a professional and friendly manner; Strong analytical and writing skills. Flexible in working hours-ability to work evening and weekends if necessary. Ability to plan and prioritize work duties as well as work competently under pressure and tight deadlines. Excellent English / Odia language skills

- ➤ Smooth logistical preparation and execution of the event; Prepare, send out, and confirm invitations; Arrange needed procurements of meeting packages, venue booking, and other supporting materials and stationeries, prepare list of participants, confirmation with invitees prior to the event; Assist the production of meeting proceedings;
- ➤ To be the person-in-charge in logistics during the forum, including but not limited only to the following tasks: Participants registration Venue and meeting package preparation including meals and lunches Forum materials Liaise with Government counterparts under the direction and supervision of the Client Arrange note taking, ensure the records are made Reporting. Daily update on the progress status to the Client and other team members of the unit and keep all relevant parties informed on issues and challenges faced for further solution/decision;
- Any other tasks assigned by I & PR Department from time to time.

NB:

- . Communication from the Client to the PR Agency should be made by telephonically, fax or electronic mail
- . The point of contact on behalf of the Client will be Director, I&PR Department
- The PR Agency shall mobilise and demobilise its Professionals with the concurrence of the Client and shall maintain the time sheet/attendance sheet of the working of all Personnel in the Project Office.
- The Firm shall arrange for office space in Bhubaneswar or utilize its existing office space. The Director, I & PR
 Department shall not provide any assistance in this regard.
- The Client may increase number of personnel of any category and also relocate them at Bhubaneswar or any other location within the state / other states / metro cities during the project duration at clients cost.

3.5 Deliverables and Documents

- The selected PR Agency would provide continuous ongoing support to the Client for all its information, education, communication, public relations and social media activities for a period of 12 months from the date of signing of the contract, which may be extended on mutual consent on same terms and conditions. The Public Relations (PR) Agency is required to execute the deliverables as agreed in the contract.
- As per the time schedule agreed between parties for specific projects given to the PR Agency from time to time, the PR Agency shall submit all the deliverables. The PR Agency shall not, written without the other party's prior consent, disclose contract, drawings, specifications. plans, patterns, samples or other documents to any person or organization during the contract period.
- In case of the termination of the contact, all the documents prepared by the PR Agency under this
 contract shall become property of the Client. The PR Agency may not use any of the material or
 content anywhere, without taking permission, in writing, from the Client, which reserves the
 right to grant or deny any such request.

• Time Frame for the Deliverables:

SL.	Mile Stone	Time of Completion
No		
1	Effectiveness of Contract and	T+7
	Mobilization of Resources	
2	Existing Field Analysis and Submission of Public Relations and Communication Strategy / Plan	T+15
3	Other Recurring Deliverables	As per targets set in the work order by the client from time to time.

3.6 Duration and Payment Schedule

- The contract shall initially be for <u>1 year</u>, and may be extended as per need of the Client up to another one year, on mutual consent subjected to performance review and satisfactory performance of the PR Agency.
- Advance Payment will not be considered.
- The PR Agency shall be paid on a bi-monthly basis for its services at the completion of the specific period. The payment will be released in 6 equal installments of 15% each (of the contract value) based on achievement of milestones. The final 10% will be released on submission of Final Report of all PR activities / events successfully executed during the contract period and submission of work completion certificate from the client.
- All payments are subject to TDS.
- The PR Agency shall furnish the client with the bills of expenses it incurred for the travel/accommodation/food for the journalists or any other expenses incurred in the arrangement of events arranged with prior approval of client.
- A committee appointed by the Secretary, I & PR Department will monitor the performance of the PR Agency based on the quality of the services rendered as well as feedback received, at the end of every quarter of the contract period.

3.7 Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the

levels of service which shall be provided by the PR Agency to the Client of Information for the duration of the contract against the stated scope of work. The Client shall regularly review the performance of the services being provided by the PR Agency and the effectiveness of this SLA. The Client shall evaluate the performance of the PR Agency based on the quality of the services rendered as well as feedback received by the officials concerned at the department level. The decision of the Client shall be binding in this regard.

3.8 Reporting

The PR Agency is expected to provide the Client with the following reports on the activities undertaken and completed by it in order to achieve the objectives stated above:

- Details of IEC activities handled by the PR Agency upon completion of any event, press-conference
 or any other activity undertaken by the PR Agency.
- Detailed bi-monthly reports containing press clippings, print and broadcast media coverage and any other PR activity undertaken by the PR Agency.
- Summarized monthly reports containing press clippings, print and broadcast media coverage and any other PR activity undertaken by the PR Agency

3.9 Data Confidentiality

The PR Agency shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will the PR Agency divulge/reveal/share such data for the purpose other than for meeting the client's requirements. Any violation of this confidentiality clause may result in instant termination of the contract and blacklisting of the PR Agency's services from the Government of Odisha. The decision of the client shall be final in this regard and binding on the PR Agency.

3.10 Roles and Responsibilities

I & PR Department

- Receive and appraise proposals / suggestions from the PR Agency for project implementation
- Provide necessary guidance, support, approvals and strategic suggestions as and when required, through periodic review.
- Ensure that the PR Agency conducts work as specified in the scope of work.
- Extend necessary policy level support to develop a sustainable framework for regulation and promotion of the successful implementation of the project
- Validate the activities performed by the PR Agency based on the SLA monitoring and make regular payments
- Designate the Contact Person on behalf of the Client

PR Agency

Over and above the mentioned pre-requisites of the PR Agency in 'Scope of Work' (Section 3), the PR Agency shall have to ensure optimal performance by dispersing key responsibilities as follows:

- The PR Agency will appoint a person to be the nodal point for coordinating with the client
- The PR Agency will sign a non-disclosure agreement with the Client for running the project.
 This non-disclosure agreement will cover all the data that has been provided by the Client for operations along with the data that is generated during the operation of the project
- The PR Agency must have a local office in Bhubaneswar.
- The PR Agency will arrange, install and maintain the necessary hardware and licensed application software including computers, printers, scanners, broadband internet connections,

- networking etc. at the local office in Bhubaneswar.
- The PR Agency will arrange, install and maintain equipment for transmission of data and images
 to the Client or anywhere as instructed by Client. The PR Agency will provide all relevant
 clippings, AV recordings, CDs and other necessary details and data as and when required by
 the Client.
- 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 PR Agency
- The PR Agency is solely responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- The PR Agency will treat as confidential all data and information obtained during execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Client.

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECHNICAL PROPOSAL

(PART - A)

COVERING LETTER

(ON BIDDERS LETTER HEAD)

[Location, Date]

10.		Ī	О	
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The Director I&PR Department, Govt. of Odisha Bhubaneswar - 751001

Subject: SELECTION OF PR AGENCY. [TECHNICAL PROPOSAL: PART – A]
Dear Sir,
I, the undersigned, offer to participate in the selection process for i accordance with your Request for Proposal No.:, dated We ar hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separat envelopes.
I hereby declare that all the information and statements made in this Technical Proposal and Financial Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.
I hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. I case any provision of this RFP are found violated, then your department shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the full said earnest money deposit absolutely
I remain,
Yours faithfully,
Authorized Signatory with Date and Seal:
Name and Designation:
Address of Bidder:

TECH A -2 Bidder's Organisation (General Details)

SI No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel: Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.: Email id:	
4	Registration / Incorporation Details Registration No: Date & Year.:	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: BC/DD No.: Date: Name of the Bank:	
7	EMD Details Amount: BC/DD No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out the assignment as per the scope of work of the RFP	YES
11	Accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory with	tn Date and Seal:
Name and Designation:	
Address of Bidder:	

TECH A -3

Bidder Organisation (Financial Details)

Details	Financial Information in INR				
Details	FY2012 -13	FY2013 -14	FY2014 -15	FY2015 -16	FY2016 -17
Turnover from PR Services (in Cr)					
Supporting Documents:	1	<u> </u>	<u> </u>	<u> </u>	
Audited certified financial statements of copies of Income & Expenditure Sthis form)					
Filled in information in this form representative of the bidder and proposal will be out rightly rejecte	to be furnished i	n original along w	vith the technica		
proposal will be out rightly rejecte	ed. No Scanned Co	opy will be entertal	nea.		
gnature and Seal of the Company A	Auditor with Date	in original			
	Seal·				
thorized Signatory with Date and S	Jean.				
thorized <i>Signatory with Date and</i> \$					

[NB: No Scanned Signature will be entertained]

TECH A- 4

FORMAT FOR POWER OF ATTORNEY

(On Bidders Letter Head)

I,, the(Designation) of (Name of the
Organisation) in witness whereof certify that <name of="" person=""> is authorized to execute the</name>
attorney on behalf of <name of="" organisation="">, <designation of="" person="" the="">of the company acting</designation></name>
for and on behalf of the company under the authority conferred by the < Notification/ Authority
order no.>Dated <date of="" reference="">has signed this Power of attorney at <place> on this day of</place></date>
<day><month>, <year>.</year></month></day>
The signatures of <name of="" person=""></name> in whose favour authority is being made under the attorney given below are hereby certified.
Name of the Authorized Representative:
(Signature of the Authorized Representative with Date)
CERTIFIED:
Signature, Name & Designation of person executing attorney:
Address of the Bidder:

TECH A-5

(BIDDER'S PAST EXPERIENCE DETAILS)

Table -1 (List of 5 completed assignments only of similar nature during last 5 years)

SI.	Period	Name of the	Name of	*Contract	Date of Award /	Date of	Remarks
no.		Assignment	the Client	Value (in	Commencement	Completion	if any
		with details		INR) and	of assignment	of	
		there of		Duration		assignment	
				in Month			
Α	В	С	D	E	F	G	Н
1							
2							
3							
4							
5	_		_				

[*Contract Value = Rs. 2.00 Cr.]

Table -1 (List of 3 completed assignments only of similar nature in Odisha)

SI. no.	Period	Name of the Assignment with details there of	Name of the Client	Contract Value (in INR) and Duration	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
Α	В	С	D	in Month F	F	G	Н
1					•		••
2							
3							
Grant T	otal (**Cumu	lative Contract Value in	ı Cr.)				

[**Cumulative Contract Value should be more than = Rs. 5.00 Cr.]

Note: Bidders are requested to furnish the list of the assignments undertaken during the last 5 Financial Years (12-13, 13-14, 14-15, 15-16 & 16-17) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Authorized Signatory with Date and Seal:	
Name and Designation:	_
Address of Bidder:	

TECH A-6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6). If yes, please furnish details of any such activities.
If no, please certify,
IN BIDDERS LETTER HEAD
I, hereby declare that our agency as Individual / as a member of any consortium has not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6).
I, also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.
Authorized Signatory [In full initials with Date and Seal]:
Full Name of the Authorised Signatory:
Communication Address of the Bidder:

TECHNICAL PROPOSAL

(PART - B)

COVERING LETTER

(On Bidders Letter Head)

[Location, Date]

To:

The Director I&PR Department, Govt. of Odisha Bhubaneswar - 751001

Subject: SELECTION OF PR AGECNY. [TECHNICAL PROPOSAL: PART - B]

Dear Sir.

I remain

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal. I am hereby submitting the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **90 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this Technical Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR are found deviated, then your department shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that I have the authority to submit the proposal and to clarify any details on its behalf. I understand that you are not bound to accept any proposal you receive.

Yours faithfully,	
Authorized Signatory with Date and Seal:	
Name and Designation: Address of Bidder:	

BIDDER ORGANISATION (Brief Profile)

[Provide here a brief description regarding professional background of the organisation	1

Authorized Signatory wi	th Date and Seal:
Name and Designation:	
Address of Bidder:	

[NB: Bidder needs to restrict the above information within 3-5 pages only]

TECH B - 3 (I)

Bidder's Experience

Table -1
(List of completed assignment of similar nature during last 5 years)

SI. No.	Period	Name of the Assignment with details thereof	Name of the Client	Contract Value in INR	Date of Award / Commencem ent of assignment	Date of Completion of assignment	Remarks if any
Α	В	С	D	E	F	G	Н
1							
2							
3							
4				_			
5							

<u>NB:</u> Bidders are requested to furnish the information up to 5 projects only. Completed Projects having contract value \geq Rs. 2.00 Cr and duration \geq 6 Months during the last 5 years will be taken into consideration for evaluation. Copies of Work Order / Contract Document / Completion Certificate for the respective assignments need to be furnished along with the technical proposal.

Authorized Signatory with Date and Seal:	
Name and Designation:	
Address of Bidder:	

TECH B -3(II)

Bidder Experience

[Using the format below, provide information on each assignment for which your organisation was legally contracted as **single entity** for carrying out consulting services similar to the ones requested under this assignment during last **three financial years**]

Assignment name:	Value of the contract (in INR):
Location:	Duration of assignment (months):
Name of Client:	
Address:	Total No. of staff-months of the assignment:
Start date (month/year): Completion date (month/year):	Nº of professional staff-months provided by associated Consultants:
Description of actual services provided by	your staff within the assignment:
Authorized Signatory with Date and Seal:	
Name and Designation:	
Address of Bidder:	

[NB: 5 Best Assignments in any sector other than the relevant sector, write up restricted to 1 page only]

Comments and Suggestions of the Consultant on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference / Scope of Work:
[Present and justify here any modifications to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your technical proposal.]
B: On Input and Facilities to be provide by the Client:
[Comment here on inputs and facilities to be provided by the Client according to Information to the Consultant and Scope of Work]
Authorized Signatory with Date and Seal:
Name and Designation:
Address of Bidder:

DESCRIPTION OF APPROACH, METHODOLOGY STATEMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. *Please do not repeat/copy the ToR here.*

- B. <u>Description of Approach:</u>
- C. PR Plan for the Client:

D. Staff Deployment Strategy:

Authorized Signatory with Date and Seal.

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it.

Taking in a digital of the party and down	
Name and Designation:	
Address of Bidder:	

NB: Bidders are requested to furnish the above information limiting it up to 5-7 pages only with Arial Font Size-10.

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position:

2. Name of PR Agency:
3. Name of Staff:
4. Profession:
5. Date of Birth:
6. Years with PR Agency:
7. Nationality:
8. Membership in Professional Societies:
9. Detailed Tasks Assigned:
Key Qualifications:
[Give an outline of staff members experience and training most pertinent to tasks on assignment. Describe level of responsibility (Managerial, Supervisory etc.) held during relevant previous assignments and give dates and locations.]
Education:
[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.]
Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since PG, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last 5 years , also give types of activities performed and Client references, where appropriate.]
Languages:
[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]
Certification:
I, the undersigned, certify that to the best of my knowledge and belief this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any mis-statement herein leads to disqualification of CV.
Date:
Signature of Key Professional with Date
Authorized Signatory with Date and Seal: Name and Designation: Address of Bidder:
NB: CV write-up restricted to 3 pages only with quality information relevant to the key professional requirements.

Team Composition and Task Assignment

SI. No.	Name of Key Professional	Position Assigned	Task assigned
1			
2			
3			
4			
5			

(Please provide the details of all the Key Professionals and Support Staff to be deployed for the proposed assignment as per the format.)

Authorized Signatory with Date and Seal:
Name and Designation:
Address of Bidder:

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

<u>FIN-1</u>

COVERING LETTER

(In Bidders Letter Head)

[Location, Date]

TO:

The Director I&PR Department, Govt. of Odisha Bhubaneswar, 751001

Subject: SELECTION OF PR AGENCY. [FINANCIAL PROPOSAL]

Sir
I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal No, Dated: Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures*]. This amount is inclusive of the taxes applicable as per GST. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.
Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of 90 days . I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.
I understand that you are not bound to accept any proposal you receive.
I remain,
Yours faithfully,
Authorized Signatory [In full and initials]:
Name and Designation of Signatory with Date and Seal:
Address of the Bidder:
*Amount must match with the one indicated in Fin-2 (Table-1).

FIN-2 SUMMARY OF FINANCIAL PROPOSAL

[TABLE – 1]

SI. No.	Fee Particulars	Amount in INR
		AIIIOUIII III INK
Consulta	ncy Charges	
A.1	Retainer Cost towards PR Services to be provided by the selected Agency per year (as mentioned in <i>Section:3 Scope of Work (Per year)</i>	
A.2		
	Over Head Charges per year	
A.	Total	
	Fee for PR Activities	
SI. No.	Description of Item	Unit Cost in INR
B.1	Ensuring adequate coverage of various current political / economic / social issues in leading print / electronic media	
B.2	Content development and releasing of a cover story in a leading national level magazine	
B.3	Facilitating Media Workshop for sharing of information about major government programs, achievements and exposures among the major media personnel / stake holders	
B.4	Formulation of campaign program on various government schemes / achievements to be published / widely dispersed through various mediums like Radio / TV / Private Broadcasting Agencies / Satellite TV / Web Media / Blog spot etc.	
B.5	Need Base Requirement of Media Specialists: Deployment of resource pool Media Specialist having expertise in other sectoral areas; such as Tourism, Government, Business including finance and FMCG, Sport and Entertainment etc. to meet the immediate need on case to case basis of client.	
B.6	Organizing Event Conclave involving 150-200 participants with required logistics arrangement at State Level National Level	
B.7	Organising major events , roadshows at State / National Level for I&PR Department / Stake Holder Departments	
B.	Total	
C.	Total (A+B) per year	
D.	GST @ of C	
Grand To	otal (C+D)	
In Words	3	

NB:

- > The evaluation of the financial bid will be done based on total cost towards the retainer fee and development of Editorial per year which would be sum total of (C) as mentioned above. Taxes would be payable at the applicable rates as it may be from time to time.
- Note: This does not include the costs of conducting events (press conferences, events, exhibitions, performances, shows, other Below the Line activities etc.) and the expenses like transport/stay/food provided to the journalists. It will be paid as actual and with prior approval of the competent authority in I & PR Department. The expenses on the shows, performances, exhibitions, other Below the Line activities conducted by the selected agency will be paid as per the actual on submission of certified Invoice and supporting documents.

Authorized Signatory wit	n Date and Sear:
Name and Designation: _	
Address of Bidder:	

SECTION - 6

ANNEXURE

BID SUBMISSION CHECK LIST

Slno	Description	Submitted (Yes/No)	Page No.
TECHI	NICAL PROPOSAL		
(PAR	Γ – A)(ORIGINAL)		
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH A -1)		
3	Bid Processing Fee of Rs. 10000 /- in form to DD/ BC		
4	EMD of Rs. 500000 /- in form of DD/BC		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 AYs (14-15, 15-16& 16-17)		
9	General Details of the Bidder (TECH A - 2)		
10	Financial details of the bidder (TECH A - 3) along with all the		
	supportive documents such as copies of Income-Expenditure		
	Statement and Balance Sheet for the concerned financial year.		
11	Power of Attorney (TECH A - 4) in favour of the person signing the		
	bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience		
	Details) (TECH A - 5) along with the copies of work orders for the		
	respective assignments		
13	Undertaking for not have been black-listed by any Central / State		
	Govt./any Autonomous bodies during its business career.		
14	Self Declaration regarding not being engaged with any other State		
	Government / Political Party (TECH A-6)		
	- B) (ORIGINAL +1 COPY+ SOFT COPY IN CD IN WORD FORMAT)	
1	Covering Letter (TECH B -I)		
2	Bidder Organisation(TECH B -2)		
3	Bidder Experience (TECH B - 3)		
4	Comments and Suggestions (TECH B –4)		
5	Description of Approach, Methodology & Work Plan (TECH B –5)		
6	CV of Key Professionals (TECH B -6)		
7	Team Composition and Task Assignment (TECH B –7)		
	CIAL PROPOSAL (ORIGINAL + 1 COPY + SOFT COPY IN PDF FOR	RMAT)	
1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		

Undertaking:

- All the information have been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized Signatory with Date and Seal:	
Name and Designation:	
Address of Bidder:	

Pre- Bid Queries Format

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to <Name, Address, Fax and email id of the Contact Officer> by email on or before <Date & time.

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			
6.			

The queries should necessarily be submitted as per the above format only failing which the query will not be entertained during the pre bid meeting. The Client shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time as per the Instruction sheet shall not be entertained by authority.

Authorized Signatory with Date and Seal:
Name and Designation:
Address of Ridder:

PERFORMANCE BANK GUARANTEE FORMAT

To,

DDO I & PR Department Govt. of Odisha

WHEREAS
AND WHEREAS it has been stipulated by(Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby declare that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of
We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This performance bank guarantee shall be valid until the day of, 2018
Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our .Bhubaneswar branch on or before Dtotherwise bank shall be discharged of all liabilities under this guarantee thereafter.
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank & Branch