



Request for Proposal (RFP)

For

Selection of Agency for

Establishing Communication Cell

In ST & SC Development, Minorities & Backward

Classes Welfare Department

RFP No. 01

Date of Issue 30th March 2022

Last Date of Submission of Bids 16th April 2022

**Schedule Tribe & Scheduled Caste Development,
Minorities & Backward Classes Welfare
Department, Govt. of Odisha**



Expression of Interest

Selection of Agency for “Establishing Communication Cell” In ST & SC Development, Minorities & Backward Classes Welfare Department

ST & SC Development, Minorities & Backward Classes Welfare Department intends to establish a Communication Cell in the Department to upscale and strengthen the documentation and communication, social media outreach by the use of technology and digital platforms. The Department invites interested Agencies having prior experience in this field to participate in the Bidding process.

The Bid Document can be downloaded from the official website <https://www.stsc.odisha.gov.in> / <http://117.247.252.119> and the responses of this Request for Proposal (RFP) shall be deemed to have done after careful study and examination of this document and full understanding of its modalities, process of execution and activities to be performed and relevant deliverables. The bids are to be submitted by Post (Registered / Speed / Courier), and also can be submitted by hand on or before the closing date and time in the address mentioned in the document. The twopart (Technical & Financial) bids submitted by the Bidder will be opened in the presence of the bidders present in the Meeting. Detailed information regarding important dates, address for submission of bid and other requisite information is available in the Information Factsheet of this Bid Document.

**Director (SC) Welfare
ST & SC Development Department**



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Information Factsheet

Sl.	Milestone	Details
1	Nature of Work	Request for Proposal (RFP) For Selection of Agency for Establishing Communication Cell in ST & SC Development Department
2	Name of the Issuer of this Request of Proposal (RFP)	ST & SC Development, Minorities & Backward Classes Welfare Department
3	Website for downloading documents regarding RFP	https://stsc.odisha.gov.in http://117.247.252.119
4	Issue of RFP	31 st March 2022
5	Pre Bid Meeting	6 th April 2022 : 4:00 PM – 5:30 PM Conference Hall, OSFDC Ltd. , Lewis Road, Bhubaneswar, Odisha
6	Last Date & Time of Submission of RFP by Bidders	16 th April 2022 – 5:00 PM
7	Address for Correspondence & Submission of Two-Part Bids (Technical & Financial)	OSFDC Ltd. , Lewis Road, Bhubaneswar, Odisha, Pin – 751014 ☎: 0674 -2432107 E – Mail : stscdev@gmail.com, osfdc.odisha@gmail.com
8	Bid Acceptance, Opening of Technical Bids Date, Time & Venue	Date : 18 th April 2022 Time : 11.00 A.M – 2:00 PM Conference Hall, OSFDC Ltd. , Lewis Road, Bhubaneswar, Odisha, Pin – 751014 Bidders will be communicated in advance for the Bid Opening Meeting to be conducted in Virtual mode or as Physical presence depending on the pandemic situation.
9	<ul style="list-style-type: none"> • Presentation by Bidders and discussion • Opening of Financial Bids 	Will be officially intimated later by the Department
10	Mode of Selection	LeastCost Based Selection (LCBS)
11	Validity of Proposal	The proposal shall be valid for a period of 180 days from the last date of submission of bid / proposal

*** Note :** The Department reserves the right to change any schedule items / dates. Please refer to the websites mentioned in the RFP regularly for updates. Proposals must be received not later than the date & time mentioned in the Information Sheet. Proposals that are received after the scheduled date and time mentioned will not be considered and will be summarily rejected without mentioning any reasons thereof. Department reserves the right to accept or reject bid process without assigning any reasons thereof.



1) Definitions and Interpretations

- A. **Agreement** means the Contract to be signed between the Department and the successful Bidder including all the important information, guidelines, implementation modalities, requisite attachments, appendices and other documents incorporated by reference thereto together with any subsequent modifications, the RFP, the Bid Offer, the Acceptance and all related correspondences, clarifications and notices.
- B. **First Party / Department** refers to the ST & SC Development, Minorities & Backward Classes Welfare Department
- C. **Second Party** refers to the Bidder offering the solutions, services and materials / deliverables related to Communication Cell.
- D. **Bidder / Agency** means any Agency selected for offering the solutions, services and materials related to Communication Cell as mentioned in the RFP. The word Bidder when used in the span of contract shall be synonymous with the Agency with whom the Department signs the agreement for providing the services, solutions and materials / deliverables.
- E. **Contract** is used synonymously with the Agreement signed by the Department with the Agency during the Contract Period within the validity of the Contract.
- F. **Designated Officer** refers to the Officer appointed by the Department to act on its behalf for overall supervision and coordination of the Project along with monitoring at regular intervals.
- G. **Committee** means the group of Officers formed under the Chairpersonship of a Department Head constituted for a purpose of work / designated to perform some tasks any period of time.
- H. **Effective Date** means the Date on which the Contract is signed



- I. **Validity Period or Contract Period** means the period from Effective Date to the Date which the Contract either finishes / ceases to exist / is terminated.
- J. **Scope of Work** means all the Goods and Services along with any other deliverables as required to be delivered / works to be done / services to be rendered during the Validity Period or Contract Period. The goods or materials to be delivered / works to be done / services to be rendered are required to be provided by the Agency.
- K. **Goods / Services/ Deliverables** means all the Goods and Services along with any other deliverables as required to be delivered / works to be done / items to be supplied / services to be rendered by the Agency pursuant to the RFP and to the Contract signed by the parties in pursuance of any specific assignment awarded by the designated authority. In addition to this, the definition would also include other related / ancillary services that may be required to execute the Scope of Work under the RFP or Contract.
- L. **Timelines** means the project milestones for performance of the Scope of Work & delivery of the Goods or Services as described in the RFP or Contract.



SECTION – I

1. Background

Communication is the foundation of showcasing the activities pertaining to the Department at all levels – State Level, District Level, ITDA level and Village level. Communication is the basic requirement of any organization through which it is able to communicate its activities, performance, achievements, case studies and success stories to the audience which may include their own internal staff or the common public as a whole. Similarly, the ST & SC Development Department also will adopt the same practices so as to highlight their activities and works to the audience that would include the beneficiaries, district level staff, state level staff, other departments, higher authorities, national level departments, CSOs and NGOs and also to common public. This would also bring in a factor of social inclusion and involvement across all the levels for the upliftment of the Department in a convergent model. Also, the ST, SC, OBC and Minorities would be empowered with the knowledge and awareness by social inclusion through this communication framework that would be targeted in bringing about upliftment and development of these disadvantaged sections of society.

The Department, being the nodal department for the welfare of Tribal communities, is taking earnest efforts to improve the socio-economic attainment among tribal through its range of enabling awareness, knowledge and social inclusion. Through this communication framework the programmes / schemes could also perform in a transparent manner, thereby attaining the objectives of the 5T approach, which is a mandate of Government of Odisha. This communication hub and their activities would play a major role in framing the communication framework and making a working model which would be an example for the other departments and organizations to follow.

The Department has taken many efforts and innovative practices to enhance the livelihoods and literacy levels of the tribal people across the State. The communication hub and its framework should be envisaged to be designed so as primarily bring in awareness and social inclusion across all levels thereby bringing a cumulative effort for upliftment of the tribal communities in the State. This should also be a visionary model that could be upscaled in a broader aspect.



2. Objective of the Assignment:

Effective communication is key to the successful design & delivery of Government projects and services. Public Relations and Social Media strategy is essential to regularly convey information about the activities and projects implemented / managed by the Department and other components to diverse stakeholders and create awareness, through direct & indirect engagement. It plays an important role in helping all stakeholders to understand their roles and responsibilities in project life cycles. Awareness & Communication programs help in ensuring that the relevant information reaches the right stakeholders at the right time, attracts attention of the users, create awareness about issues and finally influences the behavior of all concerned in the desired direction. An effective awareness & communication program results in changes in the attitude and habits of the people. Some of the main objectives of this assignment :

- Continuous visibility of Department's projects & activities, its target areas and beneficiaries in various print, electronics and social media handles.
- Popularizing, measuring & managing the perception of various programs among stakeholders and in public.
- Brand building through a comprehensive Public Relation Plan and Social Media Communication Strategy.
- Proper and effective use of technology and digital platforms in an integral manner for bringing a better positive impact in a wider range.

3. Location of Work / Service

The selected Agency with whom the Agreement would be signed is required to depute the desired professionals to perform their duties for the Department. The team



should be functioning in the ST & SC Development, Minorities & Backward Classes Welfare Department or any location desired by the Department, as deemed fit. The Agency should be in preparedness to depute the team members and also to provide a replacement of any team member in case of any casualty. The team would be governed by the rules said the Department and the team should work in a close coordination with the Department so as to achieve the said goals and objectives. All the team members would be functioning and reporting to the Designated officer of the Department on day to day basis.

4. Contract Period

The Agreement would be signed with the Selected Bidder, otherwise termed as Agency for a period of 1 year initially. The contract may be extended if the Department further requires the services of the Agency or is there is a need of the said deliverables. If required, the contract may be extended based on the performance of the Agency. The Agency shall not be permitted to make any claims for extension of contract for services rendered by the organization as a whole or for any of its consultants deputed during the contract, having done so this would be treated as a criterion for ineligibility.



SECTION – II

General Instructions to Bidders

5. Requirement, Scope of Work, Deliverables & Timelines

ST & SC Development, Minorities & Backward Classes Welfare Department invites Request for Proposal (RFP) from eligible bidder for Establishing Communication Cell under the administrative control of ST & SC Development Department.

This contract includes all activities pertaining to Establishing the Communication Cell in the administrative control of ST & SC Development, Minorities and Backward Classes Welfare Department for a period of 1 year. The purpose of this RFP is to ascertain that the requirements for the same are performed by the selected agency. The agency is selected through proper bidding process, scrutiny and selection procedures done by the Department.

- Continuous visibility of Department's projects & activities, its target areas and beneficiaries in various print, electronics and social media handles.
- Popularizing, measuring & managing the perception of various programs among stakeholders and in public.
- Brand building for DIC through a comprehensive Public Relation Plan and Social Media Communication Strategy.

a. Timelines

The milestones, deliverables and time schedule for the implementation of project shall be for a period of 1 year. It should be noted that any delay in the project timelines shall attract Liquidated Damages to the Agency.



6. Instructions to Bidders

This section specified the procedures to be followed by bidders for the preparation and submission of their Bids. It is important that the Bidders carefully reads and examines all the terms and conditions of this RFP

6.1 Availability of RFP Document

The RFP document on Establishing Communication Cell will be available on the Official websites <https://www.stsc.odisha.gov.in/> and <http://117.247.252.119> Bidders can download the document from the official website and also get the updates from the websites. The document comprises of the background information, requirement analysis, general instructions and procedures for filling up the bid document and annexing the requisite documents for applying in the bidding process. The prospective bidders are requested to download the bidding document from the websites and follow the bidding steps as prescribed. The Bid Notice is also published in leading newspapers for wider circulation.

The Bidders have to adhere to the timelines as prescribed in the Information Factsheet so as to avoid delayed submissions of their bids. At any time before the submission of Proposals, the Department may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the official website and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals and if the amendment is substantial, the Department may extend the deadline for the submission of Proposals. Any alterations / modifications done in the said timelines as mentioned will be informed according by addendum / corrigendum that will be hoisted in the official website. Bidders have to keep themselves updated with the latest information and updates being sharing in the website from time to time on regular basis.



Bidders are requested to kindly read the whole RFP document carefully along with the requisite terms and conditions and procedures for applying in the bidding process. Non availability of the required documents, non-compliance of the requisite information, data wrongly quoted may lead to securing lesser marks in the scoring sheet or information wrongly cited may lead either to disqualification of the bid.

6.2 General Instructions

1. From the time of Bid advertisement to the time of Contract award, if any Bidder wishes to contact the Office of the ST & SC Development, Minorities and Backward Classes Welfare Department for any clarifications on any manner related to the Bid, it should be done in the address mentioned in Bidding Data Sheet.
2. The Officer notified by the Department will endeavour to provide timely response to the queries. However, it is to ascertain that no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the department undertake to answer all queries that have been posed by the bidders.
3. The bidder shall bear all costs associated with the preparation and submission of the Bids, and the department shall not be responsible or liable for those costs, regardless of any conduct or outcome of the bidding process.
4. Bidder shall submit only one Bid. Multiple bids if submitted will be tagged into a single bid and the lowest quoted amounts will be considered as quoted value.
5. The Bids shall remain valid for a period of 180 days after the bid submission deadline date prescribed by the department
6. In exceptional circumstances, prior to the expiration of the bid validity period, the Department extend the period of validity of their bids
7. The Department deserves the right to amend or cancel the bid at any point of time before awarding the contract.



6.3 Document Fees, EMD and Performance Guarantee

1. **Document Fees** : Due to the COVID situation and the financial rules during this period the bidders are exempted from purchase of document or document processing fees. The bidders will not have to submit any type of cheque / bank draft / cash transaction / challan in regard to purchase of document or document processing fees.
2. **Earnest Money Deposit**: Due to the COVID situation and the financial rules during this period the bidders are exempted from Earnest Money Deposit (EMD) or any other amount to be submitted in manner along with the Bid Document. The bidders will not have to submit any type of cheque / bank draft / cash transaction / challan in regard to submission of Earnest Money Deposit (EMD) along with the Bid Document.
3. **Performance Guarantee** : After completion of the whole bidding process, the selected Agency will be awarded the contract. The Agency will be requested to sign the Contract at the agreed contract value.
 - The Agency will have to submit the Bank Guarantee in shape of Bank Guarantee while signing the Contract agreement with the Department. The value of the Bank Guarantee shall be equal to 3% of the Total Contract Value for which the agreement is being signed. The Bank Guarantee from any Nationalized Bank / Schedule Bank in the Performa given should be valid for a period of 1year beyond the duration of Contract as specified in the document.
 - The proceeds of the performance bank guarantee shall be payable to the Department as compensation for any loss / penalties resulting from the successful bidder / Agency who would be failing to complete its obligations under the Contract along with the timelines mentioned in the Contract.
 - This Bank Guarantee will be returned to the Agency after successful completion of the Contract.



- Non submission of the Bank Guarantee would be considered as a factor of non-compliance and will be construed as non-willingness by the Agency for signing of MoU.
- Should the assignment period, for whatever reason be extended, the bidder shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended/revised Bank Guarantee to the Department before the expiry date of the Bank Guarantee originally furnished.

6.4 Confidentiality

1. Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, the Department shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a) Impede enforcement of any law
 - b) Affect the security or strategic interests of India
 - c) Affect the intellectual property rights or legitimate commercial interests of bidders
 - d) Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
2. The Department shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
3. The Department may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (1) above.



6.5 Recoveries from Agency

1. Recovery of liquidated damages, non-performance, non-submission of requisite deliverables shall be made ordinarily from bills.
2. Department is liable to withhold amount to the extent of equivalent to the liquidated damages, non-performance, non-submission of requisite deliverables unless these are submitted / replenished satisfactorily.
3. The balance, if any, shall be demanded from the Supplier/ Agency and when recovery is not possible, Department shall take recourse to law in force.

6.6 Taxes & Duties

1. The GST if applicable shall be deducted at source.
2. The TDS is applicable shall be deducted at source
3. For Goods/Equipment supplied from outside India, the successful bidder / Agency shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
4. For Goods/Equipment supplied from within India, the successful Agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

6.7 Packing and Documents

For any deliverables of Goods by the Agency to the Department, the Agency is solely responsible for proper packaging and delivery of the items and no extra cost will be paid against the same. The Agency is not liable to claim for any reimbursements in this regard from the Department.



6.8 Termination

Department may at any time terminate the Contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter. The Department reserves the right to cancel the Contract in the event of happening one or more of the following conditions :-

- a) Failure of the successful bidder to accept the contract.
- b) Delay in delivery beyond the specified period.
- c) In addition to the cancellation of the contract, Department reserves the right to appropriate the damages.
- d) Department would not be liable to pay any damages to the Agency in cases comprising termination for default.

6.9 Settlement of Disputes

1. General: If any dispute arises between the successful bidder / Agency and the Department during the execution of a Project that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the successful bidder / Agency on the points of dispute. The representation so received shall be examined by the concerned Committee which sanctioned the tender. The Committee may take legal advice of a counsel and then examine the representation. The successful bidder / Agency will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the successful bidder / Agency.
2. Settlement of Disputes: If a question, difference or objection arises in connection with or out of the Order issued or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual



discussions or the decision of tender sanctioning Committee, it shall be referred to the empowered authority for decision.

6.10 Payment of Goods & Services Tax

GST shall be shown extra by the bidder in their invoices for the items applicable. The same shall be paid by Department as per actual after verification. If there is any tax savings, the same shall be reduced from the payable amount. In case of any new incidence of tax or increase in existing tax rates taking place during the Project Period, that shall be borne and payable by the Department over and above the agreed price for each item as may be applicable as per the Invoice raised by the agency on the Department. Similarly, any reduction in taxes shall be to the benefit of Department.

6.11 Penalty

Penalty will be charged @ 0.5% of the Project value per week subject to maximum of 5% of total order value, in case of delay in establishing of communication cell and deputation of required manpower.



Section - III
Invitation for bids (IFB)

7. Pre-Qualification / Eligibility Criteria

The bidders participating in the bidding process shall possess the following pre-qualification / eligibility criteria as tabulated below. Any bidder failing to meet the stated criteria shall be summarily rejected and will not be considered for Technical Evaluation. The bidder shall fulfil the following preconditions and must also submit the documentary evidences in support of fulfilment of these conditions while submitting the Technical Bid. Claims without documentary evidences will not be considered.

SI	Pre-Qualification Criteria	Description of the Criteria	Documents to be submitted
1	Legal Entity	The bidder must be a company registered in India under Indian Companies Act 1956/2013 and must have GST registration & up-to-date Income Tax Return, PAN Number as on 31st March, 2021.	a. Valid copy of certificate of incorporation and registration certificates. b. Copy of GST registration. c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.
2	Turnover	The average annual turnover of the bidder during the last 3 financial years ending with 2020-21 should not be less than Rs. 50Lakhs in communication activities (as per the last audited balance sheets).	- Audited Balance Sheets of last three financial years - CA Certificate
3	Working Experience with Govt. Departments	Should have executed in total atleast 3 projects during the last 3 financial years.	Copy of Work Orders
3	Blacklisting	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Self Declaration letter duly signed by authorized signatory on company letter head



8. Submission of Bids

8.1. Preparation of Bids

The Bidder have to submit their bids in separate sealed envelopes as mentioned

- e) First sealed envelope containing covering letter, duly filled in formats and the supporting documents pertaining to Technical Bid
- f) Second sealed envelope containing covering letter, duly filled in formats and the supporting documents pertaining to Financial Bid

8.2. Sealing and Marking of Bids

The bidder has to properly seal and mark the bids as mentioned

- a) The bids (outer envelope) shall be submitted in separate sealed cover, which shall be marked as “Establishing of Communication Cell in ST & SC Development Department”
- b) The 2 inner envelope containing Technical Bid and Financial Bid shall be marked as “Technical Bid for Establishing of Communication Cell in ST & SC Development Department” and “Financial Bid for Establishing of Communication Cell in ST & SC Development Department”
- c) The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, if desired.
- d) Bid can be sent by post (Registered / Speed / Courier) and also can be submitted by hand before the deadline of submission of documents. The postal address for sending the bids or submission of documents is mentioned in the Bidding Data Factsheet
- e) Each and every page of the technical and financial bid shall have the signature and seal of the appropriate authority of the bidder.



8.3. Financial Bid

1. The Financial Bid shall be submitted in the format as given in Annexure
2. The financial bid shall indicate the total cost for the project / assignment (in Indian Rupees)
3. Quoted prices should be inclusive of service tax or other tax / charges applicable.
4. Prices quoted by the bidder shall be fixed for the period of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non responsible and will be rejected.
5. Rates shall be valid for at least 1 year from the last date of bid submission prescribed by the Department

8.4. Deadline for submission of Bids

1. Bids must be received at the address given in the Bidder Data Factsheet not later than the time and date specified in it. In the event of the specified date for the submission of bids being declared as holiday, the bids will be received up to the appointed time on the next working day.
2. The Department may at its discretion extend the deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Department and bidders previously subjected to the deadline will thereafter be subject to the deadline as extended.
3. Normally, the date of submission and opening of Bids will not be extended. In exceptional circumstances or when the bidding documents are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original Bidding Document. It shall be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The Department shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document in the official website. If the last date of submission or



opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

8.5. Late Bids

Any bid received after the deadline for submission of bids prescribed by the Department will be marked as “LATE SUBMISSION” and will be kept unopened.

8.6. Period of validity of Bids

Bids submitted by the bidders shall remain valid for a period of 180 Days from the date of submission of RFP. A Bid valid for a shorter period shall be rejected by the procuring entity as nonresponsive Bid.

Prior to the expiry of the period of validity of Bids, the Department, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and the bid will be treated to be cancelled.

8.7. Format and Signing of Bids

1. All the Bids submitted by the bidders must be submitted with the checklist.
2. Each page of the bidding document shall be kept with the office seal and signature by the authorized representative from the Bidder.



8.8. Cost & Language of Bidding

1. The bidder shall be responsible for all costs incurred in connection with participation in the bid process, including site visits but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions / presentations, preparation of bid, in providing any additional information required by Department to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process. Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

8.9. Lack of Competition

1. A situation may arise where, if after evaluation of Bids, the proposal evaluation committee may end-up with one responsive Bid only. In such situation, the Committee would check as to whether while floating the Bid all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the tender would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:-
 - a. the Bid is technically qualified
 - b. the price quoted by the bidder is assessed to be reasonable
 - c. the Bid is unconditional and complete in all respects
 - d. there are no obvious indicators of cartelization amongst bidders; and the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document



2. The Evaluation Committee shall prepare a justification note for approval by the next higher authority and may decide either to retender the RFP or to sanction the single bid after recording the reasons thereof.

8.10. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

8.11. Department's Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the Department reserves the right to:-

1. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
2. Change any of the scheduled dates stated in this tender.
3. Reject proposals that fail to meet the tender requirements.
4. Increase or decrease the quantity of the items
5. Remove any of the item at the time of placement of order.
6. Increase or decrease no. of resources supplied under this project.
7. Should the Purchaser be unsuccessful in negotiating a contract with the Agency, the Department will begin contract negotiations with the next best value bidder in order to serve the best interest.
8. Make typographical correction or correct computational errors to proposals
9. Request bidders to clarify their proposal.



9. Bid Opening, Evaluation and Selection

9.1. Opening of Bids :

The Committee constituted in the Department to oversee and evaluate the bids shall open the bids in the presence of the bidders or their authorized representatives who choose to be present.

1. The opening of bids will be done on the date as mentioned in the Information Factsheet. The technical bids of all the bidders will be opened and evaluated based on the technical evaluation parameters set in the RFP Document.
2. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
3. The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
4. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the bids are submitted complete in all respects as desired.
5. Bid is valid for the period, specified in the bidding document. Bid is unconditional and the bidder has agreed to give the required documents and relevant information and other conditions, as specified in the bidding document are fulfilled.
6. The Financial Bid cover shall be opened after opening of Technical Bids.



9.2. Bid Evaluation

1. The Committee constituted in the Department will evaluate the responses of the Bidders in the technical scoring sheet after evaluating all the parameters and the supporting documents / documentary evidences.
2. The decision of the Committee in the evaluation of the responses to the RFP shall be final. No correspondences will be entertained outside the process of evaluation with the Committee.
3. When necessary, the Committee may seek clarification on any aspect of the bid from the Bidder and may give the bidder an opportunity to submit clarification on the documents submitted.
4. The Committee reserves the right to
 - a) Reject any or all the bids submitted
 - b) Accept any bid whole or in part
 - c) Invalidate any proposal of the bidder, who in the opinion of the Committee, is not in a position to perform the contract
 - d) Negotiate with the performing bidder

9.3. Technical Evaluation

1. On the date of technical bid opening, the documents submitted by each bidder shall be evaluated for compliance with the Eligibility Criteria and other specifications as per this RFP. Only those bidders who are in full compliance will be invited for technical presentations.
2. Conditional bids are liable to be rejected
3. The bidder's representatives present there shall sign the attendance evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.
4. During the technical presentation, the bidder shall focus on the following points :
 - a. Details of the Bidder
 - b. Credentials of the Bidder
 - c. Past achievements, if any
 - d. Any other points worth mentioning



5. The committee shall check technical eligibility of the bidder based on criteria given in the table. Bidders who will not comply technical evaluation criteria will be summarily rejected and the Department reserves the right to do so without mentioning any reasons thereof. The disqualified bidder is not permitted to seek reason for disqualification from the Department in any manner and seeking clarification will also be considered as a factor for disqualification of the bid of the concerned bidder.

**Technical Evaluation Criteria (Phase – I) for Establishing of Communication Cell
in the administrative control of
ST & SC Development, Minorities and Backward Classes Welfare Department**

SI	Description (Evaluation Criteria)	Submission of Supporting Documents
1	Legal Entity: The bidder must be a company registered in India under Indian Companies Act 1956 / 2013 and must have GST registration & up-to-date Income Tax Return, PAN Number as on 31st March, 2021.	<p>a. Valid copy of certificate of incorporation and registration certificates.</p> <p>b. Copy of GST registration.</p> <p>c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.</p>
2	Annual Turnover : Average annual turnover in last three years ending 31 st March 2021	<p>a. Audited Balance Sheets of last three financial years</p> <p>b. CA Certificate</p>
3	Previous Experience in executing similar works. The bidder must have implemented similar nature of work in the previous three years' experience in Communication planning / Preparation of Communication & Branding Strategy / Digital Marketing / Social Media Management/ Public Relations or in related fields for any Government Organization / CSR Projects / Corporates	<p>Proof of Supporting Documents (Only Direct Orders / Contracts)</p> <p>No Consortium Orders / Contracts will be accepted or considered or counted in the experience</p> <p>No Sublet / Sub Contract will be allowed or considered or counted in the experience</p> <p>Individual staff member contracts (either direct or freelancing) will not be counted in the experience of the Bidder</p>



4	<p>Personal Capabilities :</p> <ul style="list-style-type: none"> • Team Lead cum Branding and Communication Strategy Expert • Public Relation Expert cum Chief Content Writer Content Writer & Social Media Expert • Graphic, Infographics, Print Media Designer Graphics, Animation and Video Developer 	Self Attested CVs
5	<p>Presentation on Establishing the Communication Cell</p> <ol style="list-style-type: none"> Understanding of the project along with items to be delivered and services to be offered through Technical Presentation Understanding of different Online platforms, Digital platforms, technologies and implementation Understanding of different audio video Understanding of different print media like catalogues, brochures, leaflets, newsletters, booklets, reports case studies and success stories, documentation Understanding of timelines and proposed schedule of execution of assignment 	<ol style="list-style-type: none"> Technical Presentation on Approach & Methodology including the following: <ul style="list-style-type: none"> • Proposed Brand Vision integration & Digital Marketing Strategy • Amplification Strategy • Innovations & Creativity for designing content. • Preparation of reports and presentations • Usage of Social Media Management tools, applications etc. for the following purpose: <ul style="list-style-type: none"> • Support different roles for creating posts, approving posts and reviewing posts • Increase the visibility of Twitter & Facebook posts by automated sharing them with internal and external audience. • Moderations of social Media Posts. • Monitor the performance of campaign and generate campaign performance report. • Usage of Social Media management tools, applications and mobile devices supporting different roles for creating posts, approving posts, and reviewing posts. Previous Works done officially / accomplished will be demonstrated before the Committee

* Note : The Department reserves the right to cross verify the documents / credentials submitted by making telephonic calls or for seeking for more information from the Bidder



**Technical Evaluation Criteria (Phase –II) for Establishing of Communication Cell
in the administrative control of
ST & SC Development, Minorities and Backward Classes Welfare Department**

Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

Sl.No	Bid Evaluation Parameters	Allocation
1	Specific experience of Consultant relevant to the assignment	5 to 10%
2	Adequacy of the proposed methodology and work plan in response to ToR	20 to 50%
3	Qualification and relevant experience of key staff	30-60%
4	Transfer of knowledge	0-10%

Bidders who secure above <Nos>marks from the total (100 marks) in the technical proposal will be called for financial evaluation.

9.4. Financial Evaluation

The financial bids of the bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Committee in the presence of the bidders or their representatives who choose to be present. Keeping in view the pandemic situation, the Bidders may be requested to either present themselves physically in the desired location or join virtually through any Online Platform which will be intimated in advance to the selected bidders

1. After evaluation of the Technical Bids, the scoring sheets against each of the Bidders will be prepared, based on which the evaluation would be done for the selected bidders qualifying the technical bid. Bidders whose total technical score that would be less than 50 marks will be summarily rejected and the Department reserves the right to do so without mentioning any reasons thereof. The disqualified bidder is not permitted to seek reason for disqualification from the Department in any manner and seeking clarification will also be considered as a factor for disqualification of the bid of the concerned bidder.



2. The process of opening of financial bids/ covers shall be similar to that of technical bids.
3. The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
4. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
5. Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever except applicable tax rates. The Bid Prices shall be indicated in Indian Rupees (INR) only.
6. The bid price will include all taxes and levies and mentioned separately.
7. Any conditional bid would be rejected.
8. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
9. The Financial Bids of the technically qualified bidders will be opened. Remaining financial bids be remained sealed and unopened of the bidders not qualifying the technical bid.
10. The selection will be on the basis of Least Cost Based Selection criteria (LCBS) for executing the said contract for establishing the Communication Cell

9.5. Award Criteria

1. The selection will be on the basis of Least Cost Based Selection criteria (LCBS). The bidder who has qualified the LCBS bidding process will be selected as the successful bidder and will be considered as the Agency for executing the said contract for establishing the Communication Cell.
2. In the event of LCBS scores of two or more agencies selected are tied, those bidders will be called for negotiation to quote the lowest price. The best value bidder, i.e. the lowest negotiated price bidder will be considered as the Agency for executing the said contract for establishing the Communication Cell.
3. The other Bidder scores will be ranked accordingly which will be the based criterion for award the contract.



4. In the event of selected bidder either not able to execute the contract or denying to execute the contract, the next ranked bidder will be considered for execution of the said contract and will be requested to sign the Contract.

9.6. Notification of Award and Signing of Contract Agreement

On completion of the criteria for awarding the Contract and requisite formalities the Department will notify the successful bidder in writing or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, the Department may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract.

The Go-Ahead Certification will be awarded only after the Agency fulfils the criteria of deputing the desired manpower and any other requirements as sought by the Department. This Go-Ahead Certification will be counted as the Commencement Date of the Contract.

In case the selected Agency is not able to undertake the said assignment and establish the manpower and requirements as desired by the Department within a period of 1 month from the date of signing of contract, then the contract with the Agency will be cancelled and will not seek any clarification from the Department. Subsequently, the next eligible bidder will be considered for signing of contract and perform the said assignment.



Section – III
Annexures

Annexure – 1 : Format for Technical Bid Cover Letter

Bidder Letterhead

Date :

To,

Subject : Letter for Submission of Technical Bid by M/s. _____

Sir / Madam,

Having examined the RFP, the receipt of which is thereby duly acknowledged, we the undersigned, offer to provide our goods and services as required and outlined in the RFP for Establishing the Communication Cell in the administrative control of ST & SC Development, Minorities and Backward Classes Welfare Department.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.



We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this selection response for a period of 180 days from the last date for bid submission as prescribed.

We do hereby undertake that until a contract is prepared and executed, this bid together with our written acceptance thereof, the Bidding Document and placement of Contract, shall constitute a binding contract between us.

We all agree that this contract at no consequences will be sublet / subcontracted to any other agency. If found to having done any sort of subletting / subcontracting, then the contract is deemed to be cancelled and terminated and no payments will be done by the Department thereof. This would lead for the organization to be placed under termination by either being blacklisted / debarred for a period of 2 years.

We agree that you are not bound to accept any tender responses you may receive. We also agree that you deserve the right in absolute sense to reject all or any part of the products / services specified in the tender response with or without assigning any reasons whatsoever.

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal



Annexure – 2 : Format for Particulars of Bidder

SI	Particulars	Details
1	Name of Bidder	
2	Address of Bidder	
3	Year of Incorporation	
4	Registration Number & Registration Authority	
5	Legal Status (Public / Private / Limited Liability PartnershipLLP etc.)	
6	Name & Designation of Authorized Person to whom all references shall be made regarding the Bidding procedures and further correspondences	
7	Mobile Number	
8	E Mail ID	
9	Website	
10	Financial Details (Organization's turnover of last three years exclusively from this business of Communication Assignments.	FY 2020 – 21 :
		FY 2019 – 20 :
		FY 2018 – 19 :
11	GSTIN Number	
12	PAN Number	

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal



Annexure – 3 : Checklist documents & Items to be enclosed with Technical Bid

SI	Description	Whether enclosed (Page No)	
		Yes / No	Page No.
1	Certificate of Incorporation		
2	GSTN Certificate		
3	Copy of GST Return filed for the last Tax period		
4	Copy of PAN		
5	Copy of Income Tax Return, Audited Balance Sheet of last three financial years exclusively from this business of Communication Assignments.		
6	Documentary proof of work order / contract agreement / work completion certificate from Govt. / Govt. aided organization in support of experience in communication assignments		
7	CV of Team Lead cum Branding and Communication Strategy Expert Annex – Appointment Letter of the Organization as a proof of employee since last 2 years		
8	CV of Public Relation Expert cum Chief Content Writer Annex – Appointment Letter of the Organization as a proof of employee since last 2 years		
9	CV of Content Writer & Social Media Expert Annex – Appointment Letter of the Organization as a proof of employee since last 2 years		
10	CV of Graphic, Infographics, Print Media Designer Annex – Appointment Letter of the Organization as a proof of employee since last 2 years		
11	CV of Graphics, Animation and Video Developer Annex – Appointment Letter of the Organization as a proof of employee since last 2 years		
12	Self Declaration of Non Black listing on Organization Letter head duly signed by authorized signatory		

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal



Annexure – 4 : Financial Bid Format – Format for Financial Bid Cover Letter**Bidder Letterhead**

Date :

To,

Subject : Covering Letter for Financial Bid for referred Bidding Document

Sir / Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we the undersigned offer for Establishing the Communication Cell in the administrative control of ST & SC Development, Minorities and Backward Classes Welfare Department and will carry out the works as outlined in the RFP. We have carefully read and understood the terms and conditions of the RFP applicable to the Bidding Document and we do hereby undertake to provide the said Goods & Services as per these terms and conditions. We declare that our prices are as per the conditions / specifications and bid documents. We do hereby undertake that, in event of acceptance of our Bid, the Services shall be completed as stipulated in the Bidding Document.

We hereby confirm that all the prices mentioned in the Financial Bid are in Indian National Rupees (INR) only and shall remain valid throughout the contract agreement period without any alterations / modifications or enhancements.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bidding Document. We agree that you are not bound to accept any bid you may receive. We also agree that you reserve the right in absolute sense to reject the bid completely with or without assigning any reason whatsoever.

It is hereby confirmed that I am entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as other documents which may be required in this connection.

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal



Annexure – 5 : Format for Summary of Financial Bid
Bidder Letterhead

Date :

To,

Subject : **Submission of Summary of Financial Bid**

Sir / Madam,

In response to the above mentioned RFP, I, _____, as
 <Designation> _____ of M/s. _____, am hereby
 submitting the Financial Price Bid in the format as prescribed, in the table detailed below –

Name of the Assignment :			
Sl.No.	Fee Particulars	Amount in INR	
A	Remuneration for Professional and Support Staff		
	Description of Manpower	Qty	Unit Rate
			Total
A1			
A2			
A3			
A4			
B	Sub Total		
C	Overhead expenses		
D	Consulting Fee (B+C)		
E	Taxes applicable as per GST Act @ ____% of Consulting Fee (D)		
Grand Total (INR) (D+E)			
In Words			

- Bidder shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- Taxes will be paid by the Client as per the applicable rate under GST Act time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.

Name of Organization

Signature of Authorized Representative

Address :

Organization / Representative Seal



Annexure – 6 : Draft Performance Bank Guarantee***(To be issued by the Bank)***

This Deed of Guarantee executed at _____ by _____
(Name of the Bank) having its Head / Registered Office at _____
(herein referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns.

In favour of the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrator, successors and assigns.

Whereas M/s. _____ an organization / company / firm formed under the _____ (specify the applicable law) and having its Registered Office at _____ has been, consequent to conduct and completion of the competitive Request for Proposal (RFP) process in accordance with the letter of requirements as mentioned in the RDP Document No. _____ Dated _____ issued by ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha and selected the organization M/s. _____ (hereinafter referred to as the Applicant) for the Agreement as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the ST & SC Development Department and the Applicant.

The Agreement requires the Applicant to furnish an unconditional and irrevocable Performance Bank Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security of guaranteeing the due and faithful compliance of its obligations under the Agreement.



Whereas, the Applicant approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents :

Now this Deed witnessed that in consideration of the premises, the _____ Bank hereby guarantee as follows :

1. The Applicant shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement and fulfil its obligations there under
2. The Bank as Guarantor shall without demur pay to the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha an amount of INR _____ (Rupees _____ only) within 7 (seven) days of receipt of written demand therefore from the ST & SC Development Department stating that the Applicant has failed to fulfil its obligations as stated in Clause – I above.
3. The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha is disputed by the Applicant or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry on _____ (Expiry Date) (both dates inclusive) or till the receipt of the claim from the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha under this Guarantee, which is one month after the expiry of the performance bank guarantee, whichever is earlier. Any demand received by the Guarantor from the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha prior to the Expiry Date shall survive that expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha.
5. In order to give effect to this Guarantee, ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha shall be entitled to treat the Guarantor as the Principal Debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha or by the extension of time of performance granted to the Applicant or any postponement for any time of the power exercisable by the Government of Odisha against the Applicant



or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee an amount of such variations, extensions, forbearance or omission on the part of Government of Odisha or any indulgence by the ST & SC Development, Minorities & Backward Classes Welfare Department, Govt. of Odisha to the Applicant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. The Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations and this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.
8. In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first herein above written

Signed and Delivered by _____ Bank by
the hand of Sri. / Smt. _____ its _____ and
authorized office.

Authorized Signatory _____ Bank

