

Request for Proposal (RFP)
for
Selection of an Agency for Public Relation Management
for Startup Odisha, MSME Department, Government of
Odisha



Startup Odisha
MSME Department, Government of Odisha
2nd Floor, O-Hub, SEZ , Patia
Bhubaneswar, Odisha
PIN 751024
Phone: tel:1800-345-7100

Website: www.startupodisha.gov.in

E-mail: startup.odisha@gov.in

Disclaimer

The information contained in this RFP document or subsequently provided to Agency(s) whether verbally or in documentary form by or on behalf of the Startup Odisha, MSME Department, Govt. of Odisha. or any of their employees or advisors, is provided to the Agency(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Tendering Authority to any party other than the Agency who are qualified to submit the Bids ("Agency"). The principle of this RFP Document is to provide the Agency(s) with information to support the formulation of their Proposals. This RFP Document does not purport to contain all the information each Agency may entail. This Document may not be apposite for all persons, and it is not possible for Tendering Authority, its employees, or advisors to consider the investment objectives, financial situation, and needs of each Agency who reads or uses this RFP Document. Each Agency should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Document and where necessary obtain independent advice from appropriate sources. The Tendering Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Document. The Tendering Authority may in its absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.

Schedule of RFP Process

Startup Odisha invites Proposals for “**Request for Proposal (RFP) For Selection of an agency for Public Relation Management for Startup Odisha, MSME Department, Government of Odisha**”

Interested firms/ parties / agencies are advised to download and study the RFP document carefully and must satisfy all eligibility conditions stated in **Clause 4** of this document in this regards from website <https://startupodisha.gov.in>

Table 1
Important Dates and Information

Office of issue	Startup Odisha, MSME Department, Government of Odisha
Date of issue	4 th May 2023
Last date and time of receiving queries to be sent to procurement@startupodisha.org.in Format for sending queries attached in Annexure-IX	16 th May 2023, 11:00 AM
Pre-bid meeting and Venue details	16 th May 2023, 11:00 AM at 2 nd Floor, T.ower A, Board Room, O-Hub, Bhubaneswar-751024
Date of Publication of Corrigendum at www.startupodisha.gov.in	18 th May 2023
Last date and time for submission of bids	26 th May 2023 at 11.00 AM
Date and time for technical bid opening	26 th May 2023 at 12.00 PM
Date and Time for Technical Presentation	26 th May 2023 at 2.30 PM
Date and Time for Declaring Technical Bid Results	26 th May 2023 at 5.00 PM
Date and Time for Opening of Financial Bids	26 th May 2023 at 5.30 PM
Date and Time for declaration of QCBS results	26 th May 2023 at 6.00 PM
Venue for Technical Presentation	2 nd Floor, Tower “A”, Board Room, O-Hub, Bhubaneswar 751024

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1. INTRODUCTION

- 1.1. Startup Odisha, MSME Department, Government of Odisha aims to develop Odisha as the best Startup Hub in the country. Concerted efforts are being put in place by Startup Odisha to position the state prominently in the national and international Startup forum. In this background, Startup Odisha has decided to enhance its media presence and expand its digital reach in promoting the Startup potential of the state with the global and national startup ecosystem in a holistic manner.
- 1.2. Accordingly, Startup Odisha invites application from reputed and experienced PR agencies (hereinafter referred to as “Agency”) to appoint for overall promotion of Odisha Startup in domestic and global markets for a period of Three (03) year (hereinafter referred to as “contract duration”) subject to yearly review and performance.
- 1.3. The engagement will be aimed towards promoting awareness of Startup Ecosystem of the state, increasing the number of Startup Recognition and targeting more potential Startups, Ecosystem Players & stakeholders.
- 1.4. Startup Odisha requires strategy driven PR initiatives and campaigning to market Odisha Startup’s brand message; specifically using PR techniques and online channels and targeting potential investors and enablers to Odisha and inculcating a sense of urgency to select State as their investment, business and production destination with support from state-based innovation ecosystem. This would primarily entail Public Relations Strategy formulation and Implementation to align key destinations to consumer preferences.
- 1.5. The PR strategy should focus on individuals/entities exploring different areas for innovation/starting up and leading them to the State of Odisha. It should also include promoting different innovation and manufacturing hotspots of the state for encouraging Large Enterprises, Multinational Corporations, Trusts, Foundations and Venture Capital Funds to consider setting up of incubators, accelerators, centres of excellence, prototyping sandboxes, tinkering labs and innovation parks.

Target Markets include:

Domestic: PAN India

International: USA, Israel, UK, Canada, China,, European Union Countries, Malaysia, Bangladesh, Korea, Singapore, C.I.S(Commonwealth Independent States), , Australia, New Zealand, Sri Lanka, UAE and any other countries with identified innovation, R&D and Manufacturing Potential.

2. SCOPE OF WORK

The indicative list of activities to be undertaken would include the following (but not limited to) :

2.1. Public Relations:

2.1.1. The Agency shall develop a monthly plan for PR activity in consultation with Startup Odisha and execute the same in a time-bound and systematic manner to ensure adequate visibility and promotion through print, electronic, Digital media and assist Startup Odisha in social media Promotions both at domestic and international level. The monthly PR plan must be submitted to Startup Odisha latest by the last week of the previous month. The agency must ensure the following:

2.1.1.1. Publication of at least 1(One) article/major story (non-event specific stories) in a month from the State in any of the national edition of national print dailies viz. Times of India, Hindustan Times, Indian Express, New Indian Express, Economic Times & The Hindu, Business Line, The Telegraph, The Mint, The Pioneer, The Statesman and Business Standard, as well as reputed regional dailies viz. Dharitri, Sambad, Prameya, Sakala, Samaj, Pagativadi etc and other relevant Regional dailies of other states as per the requirement. These are to be based on relevant news/ developments in the State and inputs from Startup Odisha. In addition, the agency shall also focus on proactive preparation and release of articles in reputed Regional, National and International magazines at least one every month. The plan should focus on Startup Magazines/Publications viz. YourStory, Inc42, Entrepreneur India, Outlook, etc.

2.1.1.2. Publication of at least 3 major relevant stories in a month from the State in top 5 (based on web traffic) reputed news websites.

2.1.1.3. Coverage of atleast one interview with a startup/Investor/strategic partner/Incubator/ecosystem players every month in the form of print, electronic and digital mediums.

2.1.1.4. The PR Agency will monitor print, electronic and online coverage of Startup Odisha and provide coverage report on a weekly basis, analytical report on monthly basis and a comprehensive report on quarterly basis

2.1.2. The Agency shall prepare relevant multilingual content for press releases, news articles, messages, promotional articles, open editorials(Op-Ed), feature articles, Blogs, Newsletter and other publication as per requirement of Startup Odisha from time-to-time basis. The selected agency is required to translate the content to appropriate language and other vernacular languages if required.

2.1.3. The Agency shall explore opportunities for positively profiling and promoting Startup Odisha and its activities/projects on a regular basis in the mainstream media across platforms – print, electronic and Digital.

2.1.4. The Agency shall also work on relevant ideas and concepts currently in use of domestic and international startup and innovation ecosystems

which would provide suitable leverage for the state across various platforms of media and community forums.

- 2.1.5. The Agency shall undertake tracking and analysis of relevant media coverage. It shall apprise Startup Odisha on key news and happening from leading news media houses, industrial and economic research sources and other reputed media 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.
- 2.1.6. The PR Agency will organise press conferences, as and when required in both National and International forums. The Agency shall prepare pressnote, press releases and other communique for Startup Odisha as per the requirement.
- 2.1.7. The Agency shall be responsible for Startup Odisha brand reputation management and take multiplonged proactive measures to counter negative press coverages within 24 hours of publish of such stories
- 2.1.8. The Agency shall put in place an efficient feedback system and also undertake preparation of detailed clippings dockets on issues relevant to Startup Odisha on quarterly basis.
- 2.1.9. The Agency shall suggest Startup Odisha in building professional relationship with key media houses and industry bodies of interest to Startup Odisha. The Agency shall suggest innovative ideas, which if implemented, would have the potential to boost brand Startup Odisha.
- 2.1.10. Further, the Agency shall suggest options to Startup Odisha about participation in media/industry events of interest and shall provide PR related assistance for such events in which Startup Odisha decides to participate on its own.
- 2.1.11. Furthermore, the Agency shall create and implement communication strategies in the event of any negative coverage provided in any media house, regionally or nationally. The Agency shall also create damage control strategies in the event of any erroneous reporting by Startup Odisha or its stakeholders.

Note: (Monthly progress report shall be submitted by the agency within first week of every following month containing the above PR activities)

- 2.2. Startup Odisha may assign additional scope within the ambit of PR to the agency, on need basis.
- 2.3. The Agency shall assign a Project Coordinator having relevant qualification for coordinating with Startup Odisha.
- 2.4. The Agency shall propose adequate off-site support team for on-time delivery of the activities outlined in the Scope of work. The team should have relevant experience. The offsite team shall support the Project Coordinator on day-to-day activity for on time delivery of the assignment. The offsite team shall be available

for monthly/quarterly review meetings or any other meetings as required by Startup Odisha.

Note: The Agency shall submit the CVs of the personnel proposed for the project in the Technical Proposal .

3. DELIVERABLES, TIMELINES AND PAYMENT SCHEDULE

The selected agency shall achieve the following deliverables:

Table 2

Deliverable, Timeline and Payment Schedule

Sl. No.	Deliverable details	Description	Timeline	Payment Schedule
1.	Inception Report	A Detailed Inception Report elaborating on the PR Plan and Roadmap for Startup Odisha, including monthly, quarterly and annual deliverables, campaigns, initiatives as well as KRAs, KPIs and Milestones	T + 30 Days	5% of the contract value in single instalment post approval of Inception Report
2.	Implementation as per the milestones identified in the Inception Report	Implementation based on approved PR Calendar and Roster of Activities and Initiatives as provided in the Approved Inception Report	Monthly (35 months)	95% of contract value in 35 equal instalments subject to meeting the monthly deliverables

Note:

1. "T" - Date of issue of Letter of Award (LoA)
2. Quarterly report shall be submitted in both hard and soft copy after incorporating changes suggested by Startup Odisha (if any). The report shall include detailed data and analysis for all activities and way forward.
3. The Minimum Contract value for this Tender is Rs. 30,00,000 (Thirty Lakhs Only)

4. PRE-QUALIFICATION CRITERIA

To be eligible for pre-qualification and short-listing for evaluation of Technical and Financial Bid, the agency shall fulfil the following eligibility conditions.

4.1. General Eligibility Criteria:

4.1.1. The Agency should be an entity incorporated/ registered only under the Companies Act 2013 or a Limited Liability Partnership registered under the LLP Act 2008/Partnership firm established under Partnership Act 1932. The Agency must submit a proof of Registration of the legal entity (Certificate of Incorporation, PAN, GST registration certificate).

4.1.2. Indian subsidiary of any foreign company registered are also eligible.

Note: FDOM No. FIN-COD-MISC-0007-2019-27945/F, Titled "Restriction on Public Procurement from Bidders of Certain Countries" shall apply. The notification can be accessed from <https://finance.odisha.gov.in/sites/default/files/2020-10/27945.pdf>.

4.1.3. The Agency should not be blacklisted by any Department/ Agency/ PSU in any State or Central Government of India as on date of submission of bid.

4.2. Technical Eligibility Criteria

The Agency should have successfully completed at least 1 (One) integrated Public Relations project for any Government Department/ PSU / Corporate with engagement fee not less than **INR 20 Lakhs** during the last 5 years. The components of the integrated Public Relations project executed shall be (but not limited to) :

- i. Developing content for press releases, news articles, features, etc., and ensure adequate visibility in national and regional media houses including social media.
- ii. Monitoring the presence and discussions about the Organisation in National and regional media
- iii. Managing the brand reputation and countering negative press coverages
- iv. For retainer arrangements (current/ongoing), the cumulative value of the monthly engagement fees collected from beginning of the contract period upto **31.12.2022** shall be eligible for consideration.

Note:

- a. Documentary proof (Work Order along with Completion Certificate with project citation. Completion Certificate is not necessary for ongoing projects).
- b. For 4.2(iv), invoices along with corresponding bank statement copy of the bidder, duly attested by a practicing Chartered Accountant shall have to be submitted.
- c. Self-declaration documents to fulfilment of Technical Eligibility criteria shall be rejected.

4.3. Financial Eligibility Criteria

The Agency should have **Minimum Average Annual Turnover** of **INR 01 Crore** for the last 3 (Three) financial years (i.e., FY 2019 – 20, FY 2020 – 21, and FY 2021 – 22). Bidders recognized under Startup India (DPIIT), Startup Odisha or as an MSME under NSIC or relevant State government authorities should have Minimum Average Annual Turnover of 50 Lakhs from this criteria.

Note: *The Agency shall submit the CA certified Audited Balance Sheet for the last 3 (Three) Financial Years in the Technical Proposal/Bid. Exempted entities shall submit the respective certification as documentary evidence for the same.*

5. BID EVALUATION CRITERIA (QCBS)

5.1. Only those Agencies who meet the **Minimum Eligibility Criteria** as per Clause 4 shall qualify for evaluation of the Technical bid and financial bids will be opened for those who qualify for the Technical bid. Evaluation of the Technical and Financial proposals will be based on Quality cum Cost Based Selection **(QCBS) mode with weightage of 70% and 30%** for technical and financial proposals, respectively.

5.2. Technical Evaluation

The Technical evaluation will include the evaluation of the Technical Proposal followed by Presentation, as specified below:

Table 3
Technical evaluation criteria

Sl.	Description	Requirements	Maximum Marks
A.	Technical Bid Evaluation		50
	Technical Sectoral & financial capabilities	I. The Agency should have an Average Annual Turnover of INR 01 Crore (10 Marks) For each additional INR 20 Lakhs – 1 Mark Bidders recognised under Startup India and Startup Odisha should have an average Annual Turnover of 50 Lakhs (10 marks) For each additional INR 10 Lakhs- 1 mark	15
		II. Successfully executed at least 1 (One) project for any Government Department / PSU/Corporate having Project Value not less than INR 20 Lakhs during last 5 years, or at least 2 projects of the category having Project Value not less than INR 10 Lakhs each, or at least 4 projects of the category having Project Value not less than INR 5 Lakhs each. 20 Marks) For each additional project as per the category, additional 5 marks to be awarded.	25

Sl.	Description	Requirements	Maximum Marks
		III. Successfully executed projects of work order value not less than 5 lakhs in the last 3 years with Investment/Trade/Startup& Innovation Promotion Organization wholly or partially owned by the State/Central Government or any of the renowned Incubation Centres 10Marks.	10

Technical Presentations would be as below:

B.	Presentation Score	50
	Technical Presentation	<p>Approach & Methodology but not limited to the following</p> <ul style="list-style-type: none"> - Understanding Scope of Assignment (15 marks) - Overall plan for Startup Odisha focusing on Public Relations (10 marks) - Team Composition (10 marks) - Innovative ideas and suggestions (15 marks)

Note:

1. Technical score (Ts) is calculated by adding the technical score (A) and technical presentation score (B).
2. The qualifying technical score (Ts) for opening of the financial bid is **60** out of 100

5.3. Financial proposal evaluation:

- 5.3.1. The financial bids of only those Agencies who are shortlisted after technical evaluation will be opened.
- 5.3.2. Financial Score (Fs): The lowest total amount computed will be the F1 Agency and will get the highest, 30 marks. The other Agencies will get marks in proportion to F1 score. Thus, if the quote of F1 is INR X and F2 is INR 2X, then F2 will get 15 marks.
- 5.3.3. Combined and Final Evaluation: Combined score (S) (technical score (Ts) plus financial score (Fs)) shall be calculated based on Technical and financial scores of the Agency as per QCBS system.
- 5.3.4. Selection of Agency: The Agency securing the highest combined score (S) would be the preferred Agency.

6. BID PROCESSING FEE

Non-refundable bid processing fee in the form of Demand Draft (DD) from any scheduled commercial bank in favour of “**Startup Odisha**”, payable at **Bhubaneswar** for **INR 10,000/- (Indian Rupees Ten Thousand only) + 18% GST** is to be furnished by the Agency along with the Technical Proposal. Technical Proposal without bid processing fee (DD) shall be treated as non-responsive and rejected. No exemption from submission of Bid Processing Fee is allowed. **GST of 18% shall be applicable additionally on the Bid Processing Fee.**

7. EMD (EARNEST MONEY DEPOSIT)

Bidders should submit EMD of Rs 2,00,000/- (Rs. Two Lakhs Only) in the form of Demand Draft in favour of Startup Odisha payable at Bhubaneswar

8. FORCE MAJEURE

For the Purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of the Startup Odisha. The terms "Force Majeure" as implied here in shall mean an act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Startup Odisha and the Agency. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

9. TERMINATION OF THE CONTRACT

- 9.1. In case of deficiency, discrepancy or non-fulfilment of obligations as per the scope of work or quarterly deliverables, Startup Odisha shall serve a notice to the concerned agency to rectify / fulfil the obligations within a specified period of not more than 60 days to rectify or fulfil the deliverables assigned by Startup Odisha, failing which Startup Odisha shall be at the liberty to execute the work through any other agency at the cost of the selected agency. Startup Odisha also reserves the right to cancel the contract.
- 9.2. Startup Odisha reserves the right to terminate the agreement in case of deficiency/discrepancy in services or poor performance of the agency for any subsequent month/ quarter/ year. For this, Startup Odisha shall intimate the agency in the quarterly review meeting of the corresponding year. In this respect, the view of Startup Odisha about the performance is final and binding.

- 9.3.** Startup Odisha reserves the right to drop or remove any or all scope of work deemed not suitable or in line with the objectives for Startup Odisha which may necessitate termination of contract. However, in such scenario Startup Odisha shall provide a maximum time period of 2 months to the agency to terminate the contract and complete all the requisite formalities and responsibilities assigned.

10. PENALTY

- 10.1.** Failure in fulfilment of deliverables as indicated in Clause 3, shall warrant the following:

- 10.1.1. Forfeiture of Performance Bank Guarantee in case of failure to successfully perform/ complete the deliverables and/ or in case of any midway unilateral withdrawal from the contract.
- 10.1.2. Agency shall be blacklisted from bidding for any Contract/ Tender/ EoI /RFP with Startup Odisha, MSME Department, Government of Odisha for a period of 3 years
- 10.1.3. Service Level Agreement: The following SLA shall be applicable on the bidder post – award (*please refer to Table 2 – Schedule of Payments*)

Failure to provide Inception Report within the timeline of T + 30 days	A Penalty of 0.5% of Total Work Order Value per day from the stipulated deadline
Failure to deliver on any of the Scope of work deliverables	A Penalty of 0.5% of Total work Order value on the subsequent month's scheduled payment
Failure to allocate Project Coordinator and team within the timeline of T + 30 days	A Penalty of 0.5% of Total work Order Value per day from the stipulated deadline

- 10.2.** On account of circumstances beyond the control of the agency like natural calamities or force majeure event or any other unforeseen events and upon formal notification by the appropriate authority, Startup Odisha may give extended time to the agency to complete the deliverables.

- 10.3.** The decision on Penalty will be taken by Executive Chairman, Startup Odisha and his decision will be final and binding

11. VALIDITY OF BID

Proposal shall remain valid for 180 (One Hundred and Eighty) days from the last date of submission. A proposal valid for a shorter period shall be rejected as non-responsive.

12. CURRENCIES OF BID AND PAYMENT

The prices shall be quoted by the Agency in Indian Rupees (INR) only, and shall be excluding GST. GST shall be applicable as per government norms as issued from time to time.

13. DISPUTES

All legal disputes are subject to the jurisdiction of Courts in Bhubaneswar only.

14. ACKNOWLEDGMENT BY AGENCY

It shall be deemed that by submitting the Proposal, the Agency has:

- a) Made a complete and careful physical examination of the requirements for the project (website, social media, etc), details mentioned in the RFP, general conditions of contract, submission formalities and evaluation mechanism.
- b) Received all relevant information requested from Startup Odisha.
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of Startup Odisha.
- d) Satisfied itself about all matters, things, and information necessary and required for submitting the proposal and performance of all of its obligations there under.
- e) Agreed to be bound by the undertaking provided by it under and in terms hereof.

Startup Odisha shall not be liable for any omission, mistake, or error on the part of the Agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the Startup Odisha.

15. RIGHT TO REJECT ANY OR ALL PROPOSALS

Notwithstanding anything contained in this invitation document, Startup Odisha reserves the right to accept or reject any proposal and to annul this selection process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

STARTUP ODISHA, also, reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Agency does not submit in time any information or clarification asked for

16. COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS

Startup Odisha, MSME Department, Government 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, audio visuals 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. The Agency shall take all necessary steps to submit them to Startup Odisha in compliance with the requirements of the contract.

17. SUBMISSION OF PROPOSAL- PACKING, SEALING AND MARKING

Duly sealed proposal from the Agency filled in all respect must reach Startup Odisha at the address, time and date specified in the RFP through Speed/ Regd. Post/ courier/ hand delivery.

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with Agency's name and address in the left-hand corner of the envelope and super scribed in the following manner.

Part-A:

Technical Proposal for Selection of an agency for Public Relation Management Services for Startup Odisha, MSME Department, Government of Odisha”

Part-B:

Financial Proposal for Selection of an agency for Public Relation Management Services for Startup Odisha, MSME Department, Government of Odisha”

Both the envelopes i.e., envelope for **Part-A** and Envelope for **Part-B** must be packed in a separate sealed outer cover and clearly super scribed with the following:

“SELECTION OF AN AGENCY FOR PUBLIC RELATION MANAGEMENT FOR STARTUP ODISHA, MSME DEPARTMENT, GOVERNMENT OF ODISHA”

The **Agency's** Name & address shall be mentioned in the left-hand corner of the outer envelope. The inner and outer envelopes shall be addressed to Startup Odisha, Bhubaneswar at the following address:

Startup Odisha
2nd Floor, O-Hub, SEZ, Patia Bhubaneswar, Odisha – 751024
Email: startup.odisha@gov.in
Contact- 1800 345 71 00

Note:

- If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then Startup Odisha will assume no responsibility for the tender's misplacement or premature opening. Such Tenders will be rejected.
- Telex, Email, cable, or facsimile tenders will be rejected.
- The opening of the Financial Proposal shall be after evaluation of technical proposal and as per the scheduled dates which shall be intimated by Startup Odisha to the shortlisted agencies.

- **Agencies are advised to prepare their documents with proper sequence and indexing without which the bid shall be considered non-responsive.**

18. DOCUMENTS TO ACCOMPANY THE PROPOSAL

The Agency must submit the following particulars / documents along with the Technical proposal failing which the proposal may be treated as non-responsive:

- (a) Covering Letter and Details of Agency as per **Annexure I and II**, respectively
- (b) Bid Processing Fee in the form of Demand Draft in favour of Startup Odisha.
- (c) EMD in the form of Demand Draft in favour of Startup Odisha.
- (d) The Agency shall submit their Company Registration Certificate, Photocopy of PAN Card, GST Registration.
- (e) All pages of the tender document shall be signed by the authorised signatory who generally signs the bids. *Power of Attorney (on stamp paper of Rs 100) duly notarised has to be submitted in support of this* as per **Annexure III**
- (f) The Agency should not be blacklisted by any PSU/Government Institution/ Private Agency. A self-declaration of non-blacklisting on the letter head shall be submitted as per **Annexure IV**.
- (g) The Agency shall submit an Undertaking on correctness of details / information shared in the proposal as per **Annexure V**
- (h) Proof of work experience of similar nature in the form of Work-Orders and completion Certificates issued by the organizations in each such case has to be submitted in the format mentioned in **Annexure VI**
- (i) Balance Sheets for the last three (3) Financial Years duly certified by Chartered Accountant indicating the Annual Turnover for the mentioned years as per **Annexure VII**

Note: The Agency must submit a detailed Index Page with clearly mentioning Page Numbers on each Document as required by this RFP without which the bid shall be considered non-responsive

19. AMENDMENT/ MODIFICATION

At any time prior to the deadline for submission of Proposal, the Startup Odisha may, for any reason, whether at its own initiative or in response to clarifications requested by an Agency, modify any of the terms mentioned in this RFP document by the issuance of Addendum / Amendment. All such amendments/ addendum will be published only on the website mentioned below and will be binding on all. In order to abide by the issuance of the amendment or allow the Agency for giving a reasonable time for considering an amendment into their proposal, or for any other reason, Startup Odisha may, in its sole discretion, extend the Proposal Due Date. The Bidders are advised to visit the website: <https://startupodisha.gov.in> from time to time for any further updates.

20. LANGUAGE

The Proposal and all communications in relation to or concerning the selection process shall be in English language and strictly in the formats provided in this RFP document.

21. LATE SUBMISSION

Proposals received after the deadline as mentioned in RFP shall be rejected.

22. CONSORTIUM/ JOINT VENTURE/SUBCONTRACTING

Agencies are not allowed to establish consortia/joint-ventures/Association of Persons.

Sub-contracting of work is not at all allowed, If found then strict and necessary action will be taken against the Agency and Performance Bank Guarantee will not be returned to the agency.

23. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

No modifications to the Proposals shall be allowed once it is received by Startup Odisha. In case of withdrawal of proposal, Bid Processing Fees will not be returned to the bidder.

24. PERFORMANCE SECURITY AND AGREEMENT

Startup Odisha shall issue a Letter of Award (LoA) along with the Draft Agreement to the selected Agency post opening of the financial proposals. Within 15 days of issuance of LoA from Startup Odisha to the selected Agency, the selected Agency is required to submit a Performance Security in the form of Bank Guarantee for an amount equivalent to **5%** of the total quoted financial bid for 39 months and enter into an agreement with Startup Odisha.

The performance security shall be retained by the Startup Odisha till the completion of project or 3 years from the date of enforcement of agreement, whichever is later. The performance security shall be forfeited at the sole discretion of Startup Odisha towards any liquidated damages that may be payable by the selected agency, under the Terms of the Agreement. The validity of Performance Security should be up to 90 days beyond the end of all contractual obligation of the Agency.

ANNEXURE-I COVER LETTER

(On the Letterhead of the Agency)

To,

Date: _____

**Startup Odisha
2nd Floor,O-Hub, SEZ
Patia, Bhubaneswar-751024**

Ref: Request for Proposal (RFP) For Selection of an Agency for Public Relations Management for Startup Odisha, MSME Department, Government of Odisha

Sub: Selection of an Agency for Public Relations Management for Startup Odisha, MSME Department, Government of Odisha

1. With reference to your RFP document _____, dated _____, We, having examined the RFP documents, understood their contents and hereby submit our proposal for the subject RFP. The Proposal is unconditional.
2. We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the design and execution of the aforesaid Project.
4. We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:
 - (a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with

- the Authority or any other public sector enterprise or any government, Central or State.
- (c) We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
 - (d) The undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and we shall continue to abide by them.
 8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Agencies to BID for the Project, without incurring any liability to the Agencies, in accordance with the RFP document.
 9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 11. We further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Agency, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.
 13. In the project of our being declared as the Selected Agency, we agree to enter into an Agreement in accordance with the draft that has been provided to us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 14. We have studied all the Bidding Documents carefully and also surveyed the website(s) and social media engagement of Startup Odisha. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
 15. We offer the Bid Processing Fee to the Authority in accordance with the RFP Document.

16. The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted in separate files.
17. We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to us or our Proposal is not opened or rejected.
18. The Financial Proposal has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the website along with social media and all the conditions that may affect the implementation cost.
19. We agree and undertake to abide by all the terms and conditions of the RFP document.
20. We shall keep this offer valid for 180 (One Hundred Eighty) days from the Proposal Due Date specified in the RFP.
21. We hereby certify that we have not changed any quantity as mentioned in the financial figures and confirm that any discrepancy arises at any time, decision of Authority (Startup Odisha) will be considered as final.
22. We hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, We submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

**(Signature, name, and designation
of the Authorised signatory)
Name & seal of Agency**

ANNEXURE-II DETAILS OF AGENCY

(On the Letter Head of the Agency)

- (a) Name of the Agency:**
- (b) Incorporation (i.e., Company, Partnership or Proprietorship)**
- (c) Registered Office Address with telephone, fax, website and email:**
- (d) Date of Incorporation (Please attach copy of certificate of incorporation/ registration):**
- (e) Name of the contact Person (Authorised Person signing POA):**
- (f) Designation:**
- (g) Mobile Number:**
- (h) E-mail Address:**
- (i) GST Registration number:**
- (j) Pan Number (Copy to be attached):**
- (k) Average Annual Turnover (Last 3 Financial Years):**

**Duly signed by the Authorised Signatory of the Agency
(Name, Title and Address of the Authorised Signatory)**

ANNEXURE-III POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (name),.....son / daughter / wife of.....and presently residing at....., who is (presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **“Selection of an Agency for Public Relations Management for Startup Odisha, MSME Department, Government of Odisha”** (Project) proposed to be developed by the Startup Odisha including but not limited to signing and submission of all Bids / Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information / responses to Startup Odisha, presenting us in all matters before Startup Odisha, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with Startup Odisha in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and / or till the completion of the project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20____

For

.....

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Agency should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency.*

ANNEXURE-IV DECLARATION ON NON-BLACKLISTING

(On the Letter Head of the Agency)

I/We Proprietor/ Partner(s)/ Director(s) of
M/s_____ hereby certified that, I/we M/s
_____ have not been blacklisted or debarred
by any Ministry/ Departments of Central/ State Government, International bodies like
United Nations, World Bank or any other organisation/ Funding Agencies as on date.

In case the above information is found false, we are fully aware that the tender/
contract will be rejected / cancelled by Startup Odisha and EMD shall be forfeited. In
addition to the above Startup Odisha will not be responsible to pay the bills for any
completed / partially completed work.

**Duly signed by the Authorised Signatory of the Agency
(Name, Title and Address of the Authorised Signatory)**

ANNEXURE-V UNDERTAKING

(On the Letter Head of the Agency)

Date:

To,

Startup Odisha
2nd Floor, O-Hub, SEZ
Patia, Bhubaneswar - 751024

Ref: Selection of an Agency for Public Relations Management for Startup Odisha, MSME Department, Government of Odisha

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by Startup Odisha. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the Startup Odisha. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules governing the development of project as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the Startup Odisha, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the Startup Odisha in this regard.

We also commit to abide by the decision of Startup Odisha on all matters relating to the implementation of the Project and thereafter, the Operations and Maintenance of the Projects.

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

ANNEXURE-VI SIMILAR NATURE OF PROJECTS

Sl.	Parameters	Remarks
1.	Project Title	
2.	Project Description	
3.	Location	
4.	Name of Startup Projects	
5.	Total value of work order (In Indian Rupees), as applicable	
6.	No. of manpower/ experts engaged	
7.	Period of Services rendered by the Agency (Start and end date)	
8.	Scope of Service	
9.	Other Information relating to Project	
10.	Nature and details of experience in similar field (Please attach relevant documentary evidence)	
11.	Copy of the work order, completion certificate to be submitted	

**Please use separate sheet for each project*

**Duly signed by the Authorised Signatory of the Agency
(Name, Title and Address of the Authorised Signatory)**

Note: Documentary proof (copy of Agreement / Work Order / Completion Certificate etc of related projects) with project citation.

ANNEXURE-VII FINANCIAL DETAILS OF AGENCY

Name of the Agency:

Sl.	Particulars	FY 2019-20	FY 2020-21	FY 2021-22
1.	Turnover (in INR Crore)			
2.	Average Annual Turnover for last 3 years (in INR Crore)			

Note:

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the 3 years.
2. The above data must be submitted by Agency, duly certified by either Statutory Auditor or Chartered Accountant.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorised Signatory) (with seal & registration no.)

Place:

Date:

ANNEXURE-VIII FINANCIAL PROPOSAL

To,

**Startup Odisha
2nd Floor,O-Hub, SEZ
Patia
Bhubaneswar-751 024**

Ref: Selection of an agency for Public Relation Management for Startup Odisha, MSME Department, Government of Odisha

We, the undersigned, offer to provide the services of the Public Relation Management for Startup Odisha, MSME Department, Government of Odisha in accordance with the subject RFP in accordance with your Request for Proposal dated **[Insert Date]**, our Financial Proposal as per details mentioned below:

Financial Bid

Financial Bid Amount (in INR) for One Year	
In Figures	In words

Note: The above quote shall be **exclusive** of applicable GST

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid in accordance with the proposal validity mentioned in the subject RFP from the last date of submission of proposal.

The Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (*Name of Agency*)

Duly signed by the Authorised Signatory of the Agency

(Name, Title and Address of the Authorised Signatory)

ANNEXURE-IX PRE-BID QUERY FORMAT

Interested parties shall submit their queries in the following format

Sl. No	Clause description with No. as per RFP	Query from the Bidder/Agency	Suggestion (if any)

Note:

Agencies shall submit their query or modification in soft copy to procurement@startupodisha.org.in before the pre bid query submission due date.

End of Document