

# **Government of Odisha**

**Department of Panchayati Raj & Drinking Water Department**

## **TENDER DOCUMENT**

**ON**

### **EMPANELMENT OF AGENCY FOR BRANDING, PACKAGING, DIGITAL MARKETING, DOCUMENTATION OF RURAL PRODUCTS & E-COMMERCE SITE OF ORMAS**



*creating competence and values in rural Odisha*

**Odisha Rural Development and Marketing Society  
Panchayati Raj & Drinking Water Department, Government of Odisha**

SIRD & PR Campus, Unit – VIII, Bhubaneswar, Odisha – 751012  
Tel # 0674-2565870/71, E-mail: [ormashq@gmail.com](mailto:ormashq@gmail.com), URL: [www.ormas.org](http://www.ormas.org)

# Contents

Section – I - BIDDER’S DATA SHEET .....	3
Section – II - Objective and Scope of Assignment.....	4
Section – III - Bidding terms and Qualification Criteria .....	9
Section – IV - Evaluation and Selection Procedure .....	12
Section – V- General Terms and Conditions .....	15
Section – VI- TECHNICAL BID SUBMISSION FORMS .....	19
TECH -1 – COVERING LETTER .....	19
TECH -2 – Bidder’s Organisation (General Details) .....	20
TECH -3 – Bidder Organisation (Financial Details) .....	21
TECH – 4 –BIDDER’S PAST EXPERIENCE DETAILS .....	22
SECTION – VII – ANNEXURES.....	23
ANNEXURE-A – BID SUBMISSION CHECK LIST.....	23
ANNEXURE-B – FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED .....	24

## Section – I - BIDDER'S DATA SHEET

Sl. No.	Particular	Details
1.	<b>Name of the Client</b>	<b>Chief Executive Officer, ORMAS Panchayati Raj &amp; Drinking Water Department, Government of Odisha</b>
2.	<b>Name of the Contact Person</b>	<b>Ms. Sonali Majumdar</b> Project Executive (Procurement), ORMAS Mobile No. 8328917719 E-mail –ormashq@gmail.com
3.	<b>Joint Venture/Consortium</b>	<b>Not Allowed</b>
4.	<b>Date of Issue of Notice</b>	<b>04.03.2021</b>
4.	<b>Website for downloading the tender Document</b>	<b><u>www.ormas.org</u></b>
4.	<b>Last Date and Time for submission of Bid</b>	<b>25.03.2021 by 03:30 P.M.</b>
5.	<b>Date &amp; Time for opening of tender</b>	<b>25.03.2021 at 04:00 P.M.</b>
6.	<b>Technical Presentation</b>	<b>26.03.2021 at 04:00 P.M.</b>
7.	<b>Declaration of the result</b>	<b>Will be intimated later on</b>
7.	<b>Bid Processing Fee (Non-Refundable)</b>	<b>₹15,000/-INR + GST-18 % = ₹ 17,700/-</b> in shape of Banker's Cheque / Demand Draft in favour of "ORMAS" drawn in any scheduled commercial bank payable at Bhubaneswar
8.	<b>Earnest Money Deposit (EMD) (Refundable)</b>	<b>₹ 1,00,000/- (Rupees One Lakh)</b> in shape of Banker's Cheque / Demand Draft in favour of "ORMAS" drawn in any scheduled commercial bank payable at Bhubaneswar
9.	<b>Address for Submission of Bid</b>	<b>The Chief Executive Officer, ORMAS, SIRD &amp; PR Campus, Unit-8, Bhubaneswar PIN-751012, Odisha</b> Mode of Submission: <b>Speed Post / Registered Post / Dropped in the Tender Box at ORMAS office</b> only to the address as specified above during the office hours only. Submission of bid through other mode and late bid will be out rightly rejected.
10.	<b>Place of Opening of Bid:</b>	<b>Conference Hall of ORMAS, SIRD &amp; PR Campus, Unit-8, Bhubaneswar</b>

-sd/-  
Chief Executive Officer, ORMAS

## Section – II - Objective and Scope of Assignment

### 1. Introduction:-

To create different marketing channels for the micro enterprises, rural producers to develop sustainable livelihood through adopting appropriate rural technology, product development & diversification with accepted designs, packaging, certification, branding activities etc, *Government in Panchayati Raj & Drinking Water Department* has created "**Odisha Rural Development and Marketing Society (ORMAS)**" on 14<sup>th</sup> January 1991 and registered under Societies Registration Act-1860, it has been rendering yeomen services in livelihood promotion and rural product marketing in Odisha.

In the past years, ORMAS has played a proactive role in implementing various poverty alleviation schemes sponsored by Ministry of Rural Development, Government of India. Such as:-

- **Skilled-in-Odisha** – through DDU-GKY – Promotion of self-employment through quality skill development training to youth with placement guarantee. Enrolling youths of families who have completed 100 days in MGNREGA work through Project Life.
- **Livelihoods** – Providing livelihoods facilities to the rural women/ poor's in convergence with different sponsored schemes of Govt. of India and Govt. of Odisha
- **Marketing** – Marketing Linkage through Marketing Events (Organisation and Participation both at National/State/District Level), Sales Tie-up with big giants like Mother Dairy, Reliance Fresh, etc., Rural Product Development (by NIFT Young Professionals or Interns)
- **Shakti Gaon Project** - Indian Oil dealership with SHGs – Distribution of LPGs through SHGs
- **Mason Training**

All these activities have received acclaim both nationally and overseas and brought numerous glories to the state government as well as to the organization.

Branding is a marketing strategy used to develop a distinct name, image or logo of a product to attract the attention of the customers. It also seeks to develop trust and loyalty among the customers for the product. There are different components of branding, for example, selecting a name, logo, image, colour and style for the product to make it distinct from similar products created by its competitors.

To create a better visibility, brand identity of ORMAS in various Livelihoods, Marketing & Skill Development activities, there is a need for hiring of branding agency.

## **2. Scope of Work:-**

### **i. Branding of rural products**

Rural products require branding because product of a specific organization/company can be identified easily because of branding. An active form of branding will take place when Odisha Govt./ORMAS will be able to develop brand value for the customers. Brands have their own personality, they connect and talk to consumers. Saga of branding for rural products can be achieved by taking following points into consideration-

- Relate brand with rural lifestyles
- Relate brand with appropriate status symbol
- Relate brand with rural environment

The agency need to develop:-

- Brand strategy for minimum 20 products annually
- Product catalogue
- Brand Brochure/ Books

### **ii. Development of designs for packaging of various rural products of ORMAS:-**

Product packaging also plays a vital role in the branding process of the product; it helps the customers identify the products. Till now even if the producers collective are producing lot of qualitative product they do not found shelf space in urban / metro stores. Demand for these products among urban consumer is quite high due to the quality and ethnic nature. Proper packaging for identified rural products will help in create market and brand building. The link between the packaging & consumer protection is of high significance. A package is a vehicle of safety and achieves the objective of delivering safe, wholesome product to the consumer. In the process of packaging, the company creates an attractive packet, cover, wrapper or container that is used to enclose the product for being distributed and sold to the customers. The purpose of proper packaging is not only to produce an appealing packet for the product, but also to keep the product safe and in its original condition. Packaging is one of the most important elements of marketing as it is the first thing that customers see about the product. Hence, it helps in promotion of the product at the point of purchase. Packaging provides information about the brand and helps in clearly displaying a brand. Proper packaging will be developed by ORMAS for SHGs/ PGs Products and these packaged products will be marketed with various retail chain / stores in rural & urban market / Exhibitions for better marketing and brand building of the rural products.

#### **Uniform Packaging**

One uniform/standardized packaging for branding of the all kind of rural products produced by the SHGs/PGs under this scheme. These uniform packaged products will be marketed through Exhibitions & Tie-ups. Therefore, the main objectives of packaging are:

- Brand identification
- Serving as a means of communicating information about the product, including descriptive as well as persuasive information
- Distributing the product while ensuring that it is not damaged
- Serving as a means of promoting the product at the point of purchase

Packaging includes various activities pertinent to designing, examining and creating the wrapper, container, packet, etc. for enclosing a product.

### iii. E- Commerce (B2C)

- a. To develop an e-Commerce application which is highly robust, scalable and proven. The system shall handle substantial number of concurrent users and transactions.
- b. Marketing and promotion of e- Commerce Services to consumers.
- c. The ability to aggregate demand to leverage buying power with the supply market.
- d. Automate Sale/Purchase process and transparent & monitoring and control of entire trading process.
- e. Level playing field and fair competitive platform for the associates viz. buyer or seller.
- f. Accessing a wider customer base when disposing of redundant assets.
- g. To enable seller to raise invoice/debit/credit note, receive/make payment and settle the complete transaction through system.
- h. From purchase requisition to purchase order module including spend analysis on single portal.
- i. E-Commerce portal will initially comprise the following.
  - i. **Login & Security:** Single Sign On (Social Media like Facebook, Google+) and offer a superior level of security with Secure Socket Layer (SSL) encryption, strong authentication with digital certificates and speed to conduct real time bidding over the Internet. The system to support creation of Administrative hierarchy, using adequately secured passwords with digital signatures.
  - ii. **Compliance:** The e-commerce site should be compatible with PKI transaction so as to ensure secure and authenticated access and along with this PCI Data Security Standards should be followed.
  - iii. **Products:** Product Details like product category, images, description, dimensions, weight, quantity, price with Search and Filter option and other details.
  - iv. **Customer Orders and Support:** Powerful Shopping Cart and by providing quality and desirable products, Simple Checkout, Return/Exchange Info, on time delivery, 24\*7 customer support, timely sale and should track customer reviews & feedbacks.
  - v. **Mobile App & Responsive Pages:** Increase the accessibility to the portal and responsive web design & attractive, easy-to-navigate web store design.
  - vi. **Promotions and Offers:** New promotions / discounts / coupons & best deal offers.
  - vii. **Payment Options:** Integration of payment gateways like PayPal / CCAvenue / Paytm / others and wallets integration like Paytm / Amazon Pay / Mobikwik / JioMoney / others should be present for secure, safe and user friendly transactions and COD option.
  - viii. **Admin Panel:** Options to add products and its details generate reports like product list, day wise transactions, customer details, etc.
  - ix. **Invoicing & Settlement:** To enable seller to raise invoice/debit/credit note, receive/make payment and settle the complete transaction through system.
  - x. **Warehouse & Logistic Management system:** System to have warehouse & Logistic management capabilities. It shall also have provision for integration with third-party logistics tracking system.

- xi. **Other Details:** Speedy page loading, product videos / sliders / animated videos, visible contact info, security symbols, push notifications.

**iv. Social Media Management or Digital Marketing**

- a. Creation and Maintenance of ORMAS Accounts on Twitter, Facebook, YouTube, Instagram, LinkedIn, Google Plus etc.. and at most 3 social media platforms which may emerge within the contract period.
- b. Creation of relevant blog spot and forums wherein the participation of targeted audience can be invoked.
- c. New Look, Updates and Engage with users
  - i. Give all ORMAS's Social Media Platforms a new look every week by putting up new creatives in line with overall theme/strategy approved by Ministry, for the period of engagement.
  - ii. Daily informative and promotional updates (at least three updates on Facebook, and Twitter, one on other platforms) in the form of relevant text, photos, audio, interactive content, interviews, news, and others on all the social media platforms in consultation with ORMAS.
  - iii. Publicize and market all training programs/ workshops/seminars being conducted or proposed to be conducted on all the social media platforms with the intent to ensure maximum publicity and thereby garner adequate participation of trainees.
  - iv. Create relevant tagging & linkages of content on the all platforms.
- d. Query Management, Media Tracking and Reporting
  - i. All the queries received on the all platforms must be replied to and addressed within 24 working hours in consultation with ORMAS.
  - ii. Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
  - iii. The agency must submit weekly "Effectiveness Analysis Report" to ORMAS on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of ORMAS's on the Social Media Platforms and the results achieved. The components of the report would include:
    - 1. Social presence analysis:-
      - a. Social channel analysis (only ORMAS's)
      - b. Content Analysis of the most engaging type of post which led to success on brand page Engaging Post Social Page Analysis
    - 2. Buzz Report
      - a. Share of voice
      - b. Source Analysis
      - c. Trend analysis
      - d. Topic analysis
      - e. Sentiment & Perception analysis
    - 3. Influencer Report
      - a. Influencers Identified
      - b. Influencers Score
      - c. Influencers Reached

d. Amplification by Influencers

4. Providing feedback on best practices in marketing and promotion in countries across the world on Social Media as and when required by the Ministry.

e. Social Media Campaigns

i. Conceptualize, design and execute at least two digital campaigns and three innovative strategies on the basis of overall ORMAS's social media plan.

f. Key Influencer Program:- Conceptualizing, planning and executing a "Key Influencer Program" on all ORMAS's Social Media platforms. The Influencer program will aim at engaging top 50 influencers in the corporate world and corporate fraternity and will also focus on blogs & forums and other social channels. The program will need to generate content for social channels and blogs, web listings, directory submissions etc. and spread awareness about ORMAS's Social Media campaigns.

g. Miscellaneous work:- Other related and miscellaneous work includes providing monthly strategic inputs for creative campaign.

h. Gate keeping:- Moderation of all platforms with a frequency of 3 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.

ii. **Creative designing:-** Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of Government schemes and programs and policies etc.

iii. Storage of Content:

a. Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats.

b. Availability of archive content should be for at least 180 days.

c. The Agency will submit the archived content to this Ministry within specified time in five copies of Compact Disc.

d. Creatives/Photos Bank- Creatives/Photos with cataloguing needs to be developed consisting of at least 100+ Creatives/Photos of high quality and high resolution aesthetic work of relevant activities and events.

iv. Creatives/Photos – ORMAS rural product photos with cataloguing, designing menu.

v. Documentation of Rural Products:- The agency will do the documentation of best practices of ORMAS/ brand film as per the approved I&PR rate issued by Government from time to time. The invoice of it, has to be raised as and when the work is assigned.

vi. Animation Film for Branding:- The agency will do the animation film of best practices of ORMAS/ brand film as per the approved I&PR rate issued by Government from time to time. The invoice of it, has to be raised as and when the work is assigned.

vii. Any other marketing/ branding work assigned by CEO, ORMAS.



## Section – III - Bidding terms and Qualification Criteria

### **1. Evaluation of Eligibility Criteria:-**

The eligibility of the bidders' will be evaluated as per the requirements specified in the tender documents and adopting the qualifying criteria spelt out in this paper. The Bidders are required to submit all required documents in support of the eligibility criteria specified and the required data and information as required for evaluation.

### **2. Eligibility Criteria:-**

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

Sl. No	Eligibility Criteria	Documents required
1.	The bidder must be registered in India as a Limited Company/ Partnership/ Sole Proprietorship under relevant acts and must be in business for last <b>5 years</b> from the date of incorporation on last date of the submission of proposal.	<ol style="list-style-type: none"> <li>1. Proof of Certificate of Incorporation / Registration of the Agency/ Memorandum &amp; Articles of Association</li> <li>2. Copy of PAN</li> <li>3. Copy of Goods and Services Tax Identification Number (GSTIN).</li> </ol>
2.	The bidder should have an average annual turnover of <b>₹ 10 lakhs</b> from the business (relevant work) during the last 3 financial years ( <b>2017-18, 2018-19 &amp; 2019-20</b> ).	<p>Copies of audited balance sheet for the last three financial years and CA certificate certifying that the bidder should have an average annual turnover more than <b>₹ 10 lakhs</b> during the last three financial years from the branding/ digital marketing/ services.</p> <p>(Audited financial statements verified by Chartered Accountant indicating his/her membership no. on his seal)</p>
3.	The bidder should not have been blacklisted by Central / State Govt. Institutions for any means of non-obligation.	Self-Declaration from the Bidder as per the format enclosed at Annexure-B.
4.	Bid Processing Fee (Non-Refundable)	<b>₹15,000/-INR + GST-18 % = ₹17,700/-</b> in shape of Banker's Cheque / Demand Draft in favour of " <b>ORMAS</b> " drawn in any scheduled commercial bank payable at Bhubaneswar
5.	Earnest Money Deposit (EMD) (Refundable)	<b>₹ 1,00,000/- (Rupees One Lakh)</b> in shape of Banker's Cheque / Demand Draft in favour of " <b>ORMAS</b> " drawn in any scheduled commercial bank payable at Bhubaneswar

### **3. Documents to be submitted:-**

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

- i. Filled in Bid Submission Check List in Original (**Annexure-A**)
- ii. Format for affidavit certifying that bidder is not blacklisted (**Annexure-B**)
- iii. Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the tender process.
- iv. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
- v. Copy of Certificate of Incorporation/ Registration OF THE Agency/ Memorandum & Articles of Association.
- vi. Copy of PAN.
- vii. Copy of Goods and Services Tax Identification Number (GSTIN).
- viii. Copy of Valid Address Proof (Copy of Telephone Bill/ PAN/ Electricity Bill/ Rent Agreement etc.)
- ix. General Details of the Bidder(TECH – 2)
- x. Financial Details of the bidder (TECH – 3) along with all the financial statements (Balance Sheet etc.) duly signed as per the instruction.
- xi. List of completed assignments of similar nature (Past Experience Details, TECH – 4) along with copies of contracts / work orders / completion certificate from previous clients.

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

### **4. Earnest Money Deposit (EMD):-**

The bidder must furnish an Earnest Money Deposit (EMD) amounting to ₹ 1,00,000/- (Rupees One lakh only) in shape of DD/BC from any scheduled commercial bank in favour of "ORMAS" payable at Bhubaneswar. The EMD of unsuccessful bidders shall be refunded after finalization of the tender. The EMD will be forfeited on account of the following reasons:

- i. Bidder does not respond to requests for clarification of its Bid.
- ii. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- iii. If the bidder fails to
  - a. agree to decisions of the contract negotiation meeting
  - b. sign the contract in time
- iv. Any other circumstance which holds the interest of the Client during the overall selection process.

### **5. Performance Security:-**

The EMD of the successful bidder shall be converted to Performance Security for the contract. The performance security of successful bidders shall be refunded after the expiry of the contract period.

## **6. Language of the Proposal:-**

The proposal and all correspondence and documents shall be written in English.

## **7. Disqualification:-**

ORMAS may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- i. Submitted the application after the response deadline;
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- iv. Submitted an application that is not accompanied by required documentation or is non-responsive;
- v. Failed to provide clarifications related thereto, when sought;
- vi. Submitted more than one application on its own;**
- vii. Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- viii. Is in litigation with Government of India/ Govt. of Odisha.

## **8. Submission of Bid:-**

Bidder must submit their Bids **Registered Post / Speed Post / Courier and dropped in the Tender Box** only to the specified address on or before the last date and time for submission of Bids as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the Bid. Any Bid received after the deadline will be out rightly rejected.

All the eligibility criteria documents, technical forms, annexures, CDs/DVDs/Pendrives (Past experience- AV Materials) shall be sealed and furnished in one envelope sequentially with proper labeling of following information in bold:-

**CONFIDENTIAL/ OPEN ONLY BEFORE THE COMMITTEE**  
(Extreme Right hand Side of the Envelope)

**NAME OF THE ASSIGNMENT:  
TENDER NOTICE NUMBER AND DATE:  
DEADLINE FOR SUBMISSION OF BID:**

**To,  
The Chief Executive Officer,  
ORMAS, SIRD & PR Campus,  
Unit-8, Bhubaneswar, Odisha  
Pin- 751012**

**NAME, ADDRESS AND CONTACT NUMBER OF THE BIDDER:**

## Section – IV - Evaluation and Selection Procedure

In order to select a bidder, ORMAS will constitute an Evaluation Committee to evaluate the proposals submitted for detailed scrutiny. During evaluation of proposals, ORMAS, may, at its discretion, ask the bidders for clarification on their applications. The process for selection is as given below-

### **1. Evaluation process:-**

Scrutiny of eligibility criteria mentioned at pre-pages for responsiveness to the tender will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled and all relevant papers submitted and whether the response to tender is generally in order. The Evaluation Committee can seek additional information from the applicants, if needed. The response to the tender not conforming to requirements, financial turnover requirement, office location and past work record will be rejected.

- i. The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee.
- ii. **Technical Evaluation:** The technical evaluation will be done on the basis of following criteria as per document submitted and technical presentation. The agency is expected to submit the following (as given in table below, both hard and soft copies). Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.
- iii. The qualifying score will be 70 marks out of 100. Top 5 agencies will be empaneled for the assignment.
- iv. **A total of 5 (five) agencies will be empaneled for one year initially which may be extended further based on the performance and contract renewed maximum up to 3 (three) years.**

Table-A

Sl. No.	Type	Maximum Marks
1.	No. of years of Experience in work relating to Social Media Management. (One mark for each additional year of experience beyond the prescribed five years as on 1 <sup>st</sup> March'2021, for a maximum of 5 marks)	10
2.	Turnover (last 3 financial years): Average annual turnover of the last three consecutive financial years along with audited balance sheet & P/L statement of last three consecutive financial years) >10 lakhs – 25 lakhs: 5 marks >25 lakh -50 lakhs: 7 marks > 50 lakh - 100: 10 marks 100 lakh plus: 20 marks	20
3.	Branding/ Packaging/ Social Media Management or Digital Marketing/ E-Commerce Projects undertaken for Government/ PSUs/ Private Sector in the last 3 years i.e. 2017-18, 2018-19 and 2019-20 (5 marks for each project with a maximum of 20 marks)	20
4.	Branding/ Packaging/ Social Media Management or Digital Marketing/ E-Commerce Projects undertaken for Government/ PSUs in Rural Development Sector the last 3 years i.e. 2017-18, 2018-19 and 2019-20 (5 marks for each project with a maximum of 10 marks)	10
5.	Technical Presentation	40
6.	Total	100
	Qualifying Marks	70

Bidders will make a presentation before the Client during the technical evaluation stage. The objective of the presentation is to enable the Client to evaluate the bidders about their understanding and preparedness for the proposed assignment. Clarifications, if any, as required by the Client will also be discussed during the meeting. The detail schedule along with an outline for presentation will be intimated to the concerned bidders during pre-bid meeting.

## **2. Empanelment:-**

- Agencies shortlisted for empanelment will be required to submit a signed copy of the EoI as an acceptance of the terms and conditions laid down by ORMAS. After signing of the EoI document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties. **Mere empanelment with ORMAS does not guarantee allocation of work.**
- No agency will be eligible to have empanelment in more than one name (either in his/her own name or in the name of his/her close relative (spouse, dependent children/parents/brothers/sisters and other dependents)

### **3. Allocation of Work:-**

- i. The empanelment shall be initially for one year from the date of accepting the terms and conditions by the empaneled agencies **which may be extended further based on the performance and contract renewed maximum up to 3 (three) years.** ORMAS reserves the right to extend the same on yearly basis up to one additional years based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. ORMAS shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
- ii. The ORMAS will give a brief on scope of work to the agencies and invite empaneled agencies to give presentation on that and submit the financial bid for the specific assignments. The selection of agency from the empaneled list will be based on Quality cum Cost Basis selection (QCBS) method. The weightage for presentation and financial bid will be mentioned in the invitation to bid paper.
- iii. ORMAS reserves the right to award the work to any of the empaneled agencies, based on the merit of their credentials (Ideas, Creatives, execution plan etc).
- iv. ***As and when required, ORMAS will ask for price bid from the empaneled agencies within respective categories. The terms and conditions of submission of price shall be provided along with Invitation to Bid. The work shall be awarded based on the presentation and price bids received in accordance with the terms and conditions mentioned in the Invitation to Bid.*** The selected agency shall not assign the project to any other agency to perform its obligation under the agreement.
- v. ORMAS may at its own discretion may allocate work to more than one agency at a time depending on the quantum, nature and criticality of work.
- vi. In case, the ORMAS does not find the agency up to its satisfaction, ORMAS may ask the agency to make changes till its satisfaction. Even after providing reasonable opportunity, if agency fails to perform, then ORMAS reserves its right to get it done from any other empaneled agency/agencies for which the agency will have no obligation and not raise any dispute in this context, at any point of time.
- vii. In case, when the time period is too short to get the work prepared from all the empaneled agencies or any other exigencies, the job may be entrusted to any of the empaneled agencies or any other agency which ORMAS deems fit to meet the deadline.
- viii. The contract period shall be initially for one year from the date of accepting the terms and conditions by the selected agency which may be renewed further based on the performance. ORMAS reserves the right to extend the same on yearly basis up to three years based on periodic reviews to assess the performance during the specified duration of the contract at the

same terms and conditions. ORMAS shall be free to curtail the contract at any time during the contract period, without assigning any reason thereon.

## Section – V- General Terms and Conditions

### **1. Validity of the Proposal:-**

The period of validity of proposal is 180 days from the last date of submission of tender.

### **2. Payment Schedule:-**

For all kinds of works no advance payment shall be made. Payments will be made only on assignment basis and after satisfactory completion of the work and on submission of authenticated bills to ORMAS.

### **3. Conflict of Interest:-**

ORMAS requires that the Agency provide professional, objective and impartial advice and at all times hold ORMAS's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

### **4. Confidentiality:-**

Confidentiality shall be maintained for the information relating to the examination, clarification and comparison of the proposal. Violation of this clause may result in the rejection of the proposal.

### **5. Fraud & Corruption:-**

ORMAS requires that Bidder selected for the particular assignment must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, Government of Odisha:

- a. Defines, for the purposes of this provision, the terms set forth as follows:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of ORMAS or any personnel of Agencies in contract executions.
  - ii. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to ORMAS and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive ORMAS of the benefits of free and open competition;
  - iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution contract.

- iv. "Collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - v. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
  - vi. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.
- b. Will reject a proposal for award, if it determines that the Agency recommended for the award of the Creative Campaign, has been determined by ORMAS to having been engaged in corrupt, fraudulent or unfair trade practices.
  - c. Will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

## **6. Change Orders:-**

ORMAS may at any time before completion of work under project awarded to the Agency, change the work content by increasing / reducing the quantities of the services. In such a case, the Agency will have to perform the service in the increased/decreased quantity at the same contract rates within the time stipulated for providing services to ORMAS.

## **7. Penalties**

If during execution of the Project, following problems were to be found, then a penalty of 0.5% of the Contract value per week (subject to maximum of 10%) may be imposed by ORMAS:-

- Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- Delays in deliverables
- Not assigning adequate resources in time
- Not engaging resources on a dedicated basis, even when required
- Assigning resources that do not meet the client's requirements as per the approved time schedule or the quality of deliverable.
- In case of any major break down in e-commerce, the firm /agency shall have to rectify the problems within 24 hrs. If the breakdown in e-commerce portal lasts for more than 72 hrs, ORMAS reserves the right to terminate the contract.



## **8. Copyrights/ Intellectual Property Rights:-**

Copyrights and other intellectual property rights in all materials, ideas, work, entire e-commerce site (along with all the programs and contents developed to achieve the desired functionality mentioned in the scope of work or any subsequent communication in this regard) or any kind generated by the activities of the Agency performed hereunder shall vest in ORMAS, to the extent copyright belongs to the Agency, provided that ORMAS has paid the Agency for its services. The selected agency must return all the data to ORMAS following expiry or termination of the contract.

## **9. Indemnity:-**

The applicants will indemnify ORMAS against any misuse of ORMAS Name and logo. For any misuse of ORMAS name and logo, the applicant themselves will be held responsible. ORMAS will take necessary legal and other actions for such cases. ORMAS will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

## **10. Applicable Law:-**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

## **11. Disputes:-**

- i. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. During pendency of the dispute(s) requiring resolution, the Agency shall not stop the work and should proceed further with the activities as per scope of work except in case where ORMAS specifically requested the Agency to stop any part of the scope of work.
- ii. In case of disagreement, the same shall be referred to Executive Committee or designated officer of ORMAS. After referring to Executive Committee or designated officer if the said dispute is not resolved, the same shall be referred to the court subject to Bhubaneswar jurisdiction only.

## **12. Assignments:-**

The Bidder shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without the ORMAS's authorized representative's prior written consent. ***Sub-contracting of the services allotted is not allowed in any manner.***

## **13. Termination & Withdrawal:-**

- a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving three month advance notice in writing to the other party.
- b. ORMAS reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:

- i. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant' organization
  - ii. Information provided to ORMAS is found to be incorrect;
  - iii. Tender conditions are not met within the specified time period;
- c. If the bidder does not execute the contract to the satisfaction of the ORMAS then the ORMAS may invoke any or all of the following clauses.
  - i. Forfeit the Performance Guarantee Amount
  - ii. Terminate the contract without any liability of ORMAS towards the agency.

## Section – VI- TECHNICAL BID SUBMISSION FORMS

### TECH -1 – COVERING LETTER (ON BIDDERS LETTER HEAD)

[Location, Date]

To:

**The Chief Executive Officer, ORMAS,  
Panchayati Raj & Drinking Water Department  
SIRD & PR Campus, Unit-VIII, Bhubaneswar – 751012**

**Sub: Submission of tender documents for Branding/ Digital Marketing, Graphic Development, Documentation of Rural Products of ORMAS**

Ref:- Notice No. \_\_\_\_\_ dated \_\_\_\_\_, ORMAS, Bhubaneswar

Dear Sir,

I, the undersigned, offer to participate in the selection process for **“BRANDING/ DIGITAL MARKETING/ GRAPHIC DEVELOPMENT & DOCUMENTATION OF RURAL PRODUCTS OF ORMAS”** in accordance with your **TENDER CALL NOTICE** No.: \_\_\_\_\_, dated \_\_\_\_\_.

I attach hereto the response as required by the tender, which constitutes our proposal. The details of the Contact Person on behalf of the bidder are given below:

<b>Name</b>	
<b>Designation</b>	
<b>Address for Communication</b>	
<b>Mobile No.</b>	
<b>E-mail Id</b>	

I confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to client 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 empanelment process.

I fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, for undertaking the assignment. I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

Yours faithfully,

**Authorized *Signatory with Date and Seal:***

**Name and Designation:** \_\_\_\_\_

**Address of the Bidder:** \_\_\_\_\_

TECH -2 – Bidder’s Organisation (General Details)

Sl No.	Description	Full Details
<b>1</b>	<b>Name of the Bidder</b>	
<b>2</b>	<b>Address for communication:</b> Tel : Fax: Email id :	
<b>3</b>	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No. : Email id :	
<b>4</b>	<b>Registration / Incorporation Details</b> Registration No: Date & Year. :	
<b>5</b>	<b>Local office in Odisha</b> <b>If Yes, Please furnish contact details</b>	Yes / No
<b>6</b>	<b>Bid Processing Fee Details</b> Amount : BC/DD No. : Date: Name of the Bank:	
<b>7</b>	<b>EMD Details</b> Amount : BC/DD No.: Date: Name of the Bank:	
<b>8</b>	PAN Number	
<b>9</b>	Goods and Services Tax Identification Number (GSTIN)	
<b>10</b>	Accept all the terms and conditions as specified in the TENDER CALL NOTICE	<b>YES</b>

**Authorized Signatory [*In full and initials*]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**TECH -3 – Bidder Organisation (Financial Details)**  
**(To be furnished in the letter head of the Auditor/ Chartered Account)**

The Annual Turnover for the last three consecutive financial years of M/s. \_\_\_\_\_ are given below and certified that the statement is true and correct.

**Financial Information in INR**

Details	FY 2017-18	FY 2018-19	FY 2019-20
Annual Turnover from the business(In Rupees)			
Average Annual Turnover (for the above three years) in Rupees ----->			

**Supporting Documents:**

Audited certified financial statements for the last three Financial Year (2017-18, 2018-19 & 2019-20) (Submission of copies of Profit/ Loss Account and Balance Sheet for the respective financial years is mandatory along with this form). **Provisional Statement of account** shall not be considered.

***Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the tender failing which the Bid will be out rightly rejected. No scanned copy will be entertained.***

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**Signature and Seal of the Chartered Accountant with Date in original (with Membership No. on his seal)**

**Authorized Signatory [In full initials with Date and Seal]:** \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

## TECH – 4 –BIDDER’S PAST EXPERIENCE DETAILS

(Previous Assignment Details in last 3 years)

Sl. No.	Name of the Assignment with details there of	Types of Service Provided	Name of the Client with complete address and contact number	Duration of the Assignment	*Contract Value (in INR)	Period (Contract Start and end date)	Status (Completed/ Ongoing/ etc.)
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							

**Note: Bidders are requested to furnish the list of the assignments undertaken during the last 3 Financial Years (2017-18, 2018-19 & 2019-20) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.**

**Authorized Signatory [In full initials with Date and Seal]: \_\_\_\_\_**

**Communication Address of the Bidder: \_\_\_\_\_**

## SECTION – VII – ANNEXURES

### ANNEXURE-A – BID SUBMISSION CHECK LIST

Sl. No	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL BID</b>			
<b>(PART – A)(ORIGINAL)</b>			
1	Filled in Bid Submission Check List <b>(ANNEXURE-I)</b>		
2	Covering Letter <b>(TECH -1)</b>		
3	Bid Processing Fee of ₹ <b>17,700/-</b> in form to DD/ BC		
4	EMD of ₹ <b>1,00,000/-</b> in form of DD/BC		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	General Details of the Bidder <b>(TECH - 2)</b>		
9	Financial details of the bidder <b>(TECH – 3)</b> along with all the supportive documents such as copies of Income-Expenditure Statement and Balance Sheet for the concerned period		
10	List of completed assignments of similar nature (Past Experience Details) <b>(TECH – 4)</b> along with the copies of work orders for the respective assignments/		
11	Undertaking for not have been black-listed by any Central / State Government/any Autonomous bodies during its business career (Annexure-B)		

**Undertaking:**

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

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**Signature :** \_\_\_\_\_

ANNEXURE-B – FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

**Affidavit**

I M/s. .... , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our interest for the work of ORMAS would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of selection and/or thereafter during the term of the Contract.

Dated this .....Day of....., 2021....

**Authorized Signatory [*In full and initials*]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

**Signature :** \_\_\_\_\_