



Odisha State Agricultural Marketing Board

ଓଡ଼ିଶା ରାଜ୍ୟ କୃଷି ବିପଣନ ପରିଷଦ

NIT No.—131/MKT

Date:-15.01.2019

REQUEST FOR PROPOSAL

**FOR
HIRING AN AGENCY FOR OUTDOOR ADVERTISING
UNDER “KRUSHAK SAMPARK ABHIYAN”**

DATED: 15.01.2019

LAST DATE: 19.01.2019

ODISHA STATE AGRICULTURAL MARKETING BOARD
PLOT NO.-1800(P), NEAR RAMAMANI INDIAN OIL PETROL PUMP,
BARAMUNDA, KHANDAGIRI,
BHUBANESWAR-751030
ODISHA

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RFP FOR HIRING AN AGENCY FOR OUTDOOR ADVERTISING UNDER “KRUSHAK SAMPARK
ABHIYAN”

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Letter of Invitation

NIT No.131/MKT

To

The Empaneled bidders

1. Odisha State Agricultural Marketing Board (hereinafter referred to as “the client” or “the authority” invites proposals for selecting an agency for outdoor advertising (details as per provided in the Terms of Reference)
2. The Request for Proposals (RFP) has been addressed to the following shortlisted agencies

S.No.	Firm/ Agency
1.	Fast Communication
2.	Ajanta Advertisers
3.	Torrent Advertisers
4.	Team Admark Pvt. Ltd.
5.	Prelude Novel Ventures
6.	Asian Shopping Club
7.	Future Wiz Advertising Pvt. Ltd.
8.	Max Publicity and Communication Pvt. Ltd.
9.	Tribes Communication Pvt. Ltd.

3. It is not permissible to transfer this invitation to any other firm.
4. Details on the proposal’s submission date, time and address are provided in Clause 1.6

Yours sincerely,

Member Secretary,

Odisha State Agricultural Marketing Board (OSAMB)

Plot no.-1800(P), Near Ramamani Indian Oil Petrol Pump, Baramunda, Khandagiri,

Bhubaneswar-751030, Ph. No.: 0674- 2351310, 2351311, 2351316, Fax. No.: 0674-2351310,

E-mail: kalia.osamb@gmail.com

1. INTRODUCTION

1.1 Background:

The agricultural marketing apparatus of the state of Odisha consists of Odisha State Agricultural Marketing Board (OSAM Board) and Directorate of Agricultural Marketing. The present agricultural marketing system of the state is governed by the Odisha State Agricultural Produce Marketing Act, which came into force back in the year 1956.

Under the present dispensation there are 66 Regulated Market Committees (RMCs) functioning under the supervision and control of the OSAM Board and the Directorate. A Regulated Market committee (RMC) is a democratically elected body consisting of elected members from different constituencies such as farmers, traders, farmer’s cooperatives, local urban bodies etc. Generally, the concerned sub-collector or collector, under whose jurisdiction an RMC falls, is nominated as the chairman of the RMC. A Regulated Market aims at realization of three major objectives, such as:

- i. Ensuring correct weighment for the produces of the farmers, so that he is not cheated by the middlemen/wholesalers/semi-wholesalers etc.
- ii. Ensuring prompt payment to the farmers for his produce immediately his produces are sold.
- iii. Avoidance of exploitation in the hands of middlemen.

The objectives of OSAM Board are: -

- i. Improving farmers/ producers access and linkage to the agricultural markets.
- ii. Integrated plan for agricultural marketing by way of convergence approach with related departments and agencies for development of agricultural marketing.
- iii. Preparation and implementation of district agricultural marketing plan in collaboration with line dep and support of district administration.
- iv. Functionalization of agricultural markets for better utilization of available market infrastructures and marketing services.
- v. Strengthening of existing markets.
- vi. Marketing extension services to ensure buyer-seller linkages, innovative marketing practices and strengthening agricultural supply chains in the State.
- vii. Use & application of information technology for dissemination of marketing information to market players.
- viii. Agricultural market survey, feasibility study of agricultural market, preparation of project reports and its implementation.

- ix. Promotion & publicity of agricultural marketing activities.
- x. Training & development of market functionaries.

Recently, the state government has announced KALIA (Krushak Assistance for Livelihood and Income Augmentation) scheme, under which the Government aims to lend farmers with an all-inclusive and flexible support system, ensuring accelerated agricultural prosperity. KALIA scheme brings under its umbrella 92% of cultivators of the state and almost all needy landless cultivators, who can avail the benefits of this scheme through Direct Benefit Transfer Mode. As part of the scheme, large scale outreach programme is also being implemented under “Krushak Sampark Abhiyan”. The objective of the outreach programme is:

1. Popularization of schemes/plans / projects of OSAM Board
2. Dissemination of various components of KALIA Scheme
3. Extending approach to have better linkage with beneficiary society / segments
4. Strengthening of farmers and their organizations / communities
5. Dissemination of Livelihood promotion activities.

For the above purpose, Odisha State Agricultural Marketing Board is looking forward to engage a competent agency having experience in outdoor advertising activities across the state.

1.2 Instructions to the applicants:

The shortlisted firms are hereby invited to submit their Proposal for providing their services to Odisha State Agricultural Marketing Board (OSAMB), Department of Cooperation, Government of Odisha.

- i. Proposal so submitted shall form the basis for a contract between the selected firm and Odisha State Agricultural Marketing Board.
- ii. A description of this assignment, Scope of Work and its objectives are given in Clause 2 of this Document
- iii. To obtain firsthand information on the assignment, if needed the agency may conduct site visits of locations, visit the office of Odisha State Agricultural Marketing Board before submitting the proposal.
- iv. The expenditure incurred towards cost of preparing the proposal and executing the contract, including the site visits, are not reimbursable as a direct cost of the assignment.

- v. Odisha State Agricultural Marketing Board is not bound to accept any of the proposals submitted. Odisha State Agricultural Marketing Board may reject any and / or all the proposals without assigning any reasons thereof.

1.3 Consortium:

Keeping in view the Scope of Work, Consortiums / Joint Ventures are not allowed. Proposals only from Bidders, applying individually (individual, partnership firm & company) shall be considered for evaluation. Firms applying in consortium / joint venture shall be summarily rejected.

1.4 Documents:

- i. The RFP document shall be available only for the shortlisted bidders, from the advertisement date till the bid due date on website of Odisha State Agricultural Marketing Board at www.osamboard.org and can be downloaded by the shortlisted Bidders from this website.
- ii. The Shortlisted Bidders are advised to submit their proposal in the appropriate formats as specified in this document.
- iii. At any time before submission of proposals, Odisha State Agricultural Marketing Board may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the document by amendment. The amendment will be notified on the website of specified above and revised documents / clarification if any shall also be uploaded on the website, which shall be construed as communication to the shortlisted Bidders. The shortlisted Bidders are advised to make themselves aware regularly check the update on the website of OSAMB for such notifications. OSAMB shall not bear any liability towards communication to any or all of the prospective bidder or intending participant.
- iv. Pre-bid Meeting: To address the queries, clarification of Shortlisted Bidders on the project and bid document, a pre-bid meeting is scheduled to be held at Odisha State Agricultural Marketing Board Conference Hall at below mentioned date & time.

The date, time and venue of Pre-Bid Meeting shall be:

Date: 17.01.2019

Time: 11:30 AM

Venue: Conference Hall, Odisha State Agricultural Marketing Board, Plot No.-1800(P), Near Ramamani Indian Oil Petrol Pump, Baramunda, Khandagiri, Bhubaneswar-751030 odisha.

The Shortlisted Bidders are also advised to mail their queries at kalia.osamb@gmail.com addressed to the Director, OSAMB before the scheduled pre-bid meeting. The responses to the queries shall be uploaded in the website of OSAMB.

1.5 Communication:

All communications including the submission of Proposal should be addressed to:

Member Secretary,
Odisha State Agricultural Marketing Board (OSAMB)
Plot no.-1800(P), Near Ramamani Indian Oil Petrol Pump,
Baramunda, Khandagiri, Bhubaneswar-751030
Ph. No.: 0674- 2351310, 2351311, 2351316
Fax. No.: 0674-2351310,
E-mail: kalia.osamb@gmail.com

1.6 Schedule of Bidding Process:

Odisha State Agricultural Marketing Board shall endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1	Issue of Tender Notice	15/01/2019
2	Pre-Bid meeting	17/01/2019 at 11:30 AM, in Conference Hall of Odisha State Agricultural Marketing Board
3	Last Date and time for submission of Proposal	Last Date and time for submission of Proposal - 19/01/2019 up to 03:00 PM
4	Opening of Technical Proposal	19/01/2019 at 04:00 PM, at Conference Hall of Odisha State Agricultural Marketing Board
5	Opening of Financial Bid	Only for Technically Qualified Bidder -19/01/2019 at 5:00 PM at Conference Hall of Odisha State Agricultural Marketing Board

1.7 Preparation of Proposal:

- i. The shortlisted bidders can bid for all of the zones or any combination of the zones. However, an agency shall be awarded maximum two zones.
- ii. The shortlisted bidders are requested to submit their proposal which will would include the Technical Proposal and Financial Bid as per the attached formats only. **The proposals, which are not submitted in the required format, are liable to be rejected.**

iii. **Technical Proposal:** The Technical Proposal shall be provided along with following information/documents, using the format for technical proposal provided.

- a. Letter of Proposal – Annexure A-1
- b. Particulars about the Bidder – Annexure A- 2
- c. Power of Attorney for Appointing Signatory – Annexure A-3
- d. Bid Security in the form of Demand Draft / pay order / banker’s cheque or Bank Guarantee as per the format given Annexure A-4
- e. Bid Processing fee in the form of Demand Draft as per details provided in 1.15.

iv. **Financial Proposal:**

- a. The state of Odisha has been divided into seven zones of Revenue districts, the details of which is given Clause 2. The selected agency can bid for all of the zones or any combination of the zones.
- b. The bidders need to submit the financial proposal as per the Format provided in Annexure B1. The Bidder has to submit the detailed cost break-up as per the Format provided in Annexure B2, separately for each of the zones applied.
- c. In the Financial Proposal, the Agency shall quote an item-wise tentative cost for all elements in the scope of work. However, only the Total Amount quoted by the Agency shall be considered for financial evaluation.
- d. The financial proposal shall include all costs to be incurred by the agency such as remuneration for staff, accommodation, transportation and equipment, printing of documents and all other expenses related to the assignment
- e. All costs must be expressed in Indian rupees only.
- v. The Bidders may be disqualified, if complete information sought in the RFP is not provided.
- vi. Any proposal containing vague and indefinite expressions will not be considered.

1.8 Submission of Proposal:

- i. The Bidders shall submit their proposals in **two separate envelopes** in the following manner:
 - a. **Financial Proposal:** The financial bid in an envelope marked “**Financial Proposal for Hiring an Agency for Advertising under Krushak Sampark Abhiyan for OSAM Board**” at the top of the envelope and containing the commercial proposal as per prescribed format
 - b. **Technical Proposal:** Other required documents such as Bid Security, Bid Processing Fees in another envelope marked “**Technical Proposal for Hiring an Agency for**

Advertising under Krushak Sampark Abhiyan for OSAM Board” at the top of the envelope.

- c. Both the envelopes shall be placed in an outer sealed cover marked as “**Proposal for Hiring an Agency for Advertising under Krushak Sampark Abhiyan for OSAM Board**”.
- d. Bidders who fails to submit in two separate envelopes (for technical and financial proposals) shall be disqualified.
- ii. The Bidders are advised in their own interest to ensure that completed Proposal reaches the office of the Odisha State Agricultural Marketing Board at the address mentioned well before the dates stipulated in the document.
- iii. Proposals may be submitted through Speed Post / Registered Post / Courier / by hand.
- iv. Proposals submitted through Telex / Telegraphic / Fax / email shall not be considered and summarily rejected.
- v. Odisha State Agricultural Marketing Board will not be responsible for loss of Proposal or for delay in transit.
- vi. In case the last date of submission of tender is declared as public holiday by the State Govt or Central Govt, then the last date shall be the next working day of the State.
- vii. In case of any extension of last date of submission of proposal for any reason, same shall be notified in the website of OSAMB, which shall be construed as communication to the Bidders.

1.9 Proposal Submission Deadlines:

The Bidders shall submit the proposals for both the Stages as per the timelines stated in Para- 1.6.

1.10 Late Proposals:

Proposals received after the date stipulated in this document for submission mentioned in this RFP shall not be considered and shall be summarily rejected.

1.11 Proposal Validity Period:

The proposal shall be valid for acceptance by the Odisha State Agricultural Marketing Board for a period of Ninety (90) days from the last date of submission of proposal.

1.12 Proposal Evaluation:

- i. Odisha State Agricultural Marketing Board will determine whether each Proposal is responsive to the requirements of the RFP. Odisha State Agricultural Marketing Board may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a. Proposal received has been as per the format specified in the RFP;

- b. It is received by the Due Dates stipulated in the RFP including any extension thereof granted by Odisha State Agricultural Marketing Board;
 - c. It is accompanied by the Bid Security & Bid Processing fee as per the provisions of this RFP;
 - d. It contains all the information (complete in all respects) as requested in the RFP;
 - e. It does not contain any condition for qualification
- ii. Odisha State Agricultural Marketing Board reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
 - iii. Odisha State Agricultural Marketing Board shall not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.
 - iv. Bidders are advised that Selection process shall be entirely at the discretion of Odisha State Agricultural Marketing Board. Bidders shall be deemed to have understood and agreed that the Odisha State Agricultural Marketing Board shall not be required to provide any explanation or justification in respect of any aspect of Selection Process or the Selection.
 - v. Any information contained in the Proposal shall not in any way be construed as binding on Odisha State Agricultural Marketing Board, its agents, successors or assigns, but shall be binding against the Bidder if the Contract is subsequently awarded to it.
 - vi. The financial proposal of only those bidders, whose Technical Proposal including the Bid Security and Bid Processing fee is found in order and the financial proposal is found to be responsive, shall be opened and evaluated in presence of such bidders.
 - vii. The bidder quoting the lowest overall bid amount for any zone (L1 Bidder) shall be declared the successful bidder for that zone. In case, one bidder emerges as the successful bidder for more than two zones, then, the two zones for award to that bidder will be decided based on difference between amount quoted by lowest (L1) and second lowest bidder (L2). The zones where the difference between the amount quoted by L1 and L2 are the highest and second highest (among all zones where the bidder is L1) will be awarded to the L1 bidder.
 - viii. For other zones, where the successful bidder quoting lowest quote (L1) is not selected because it has already been awarded two zones, there shall be negotiation with L2 (second lowest) bidder for that zone to match the quote of the L1 Bidder and shall be awarded to him if he agrees. In case, L2 Bidder does not agree to match with the L1 quote, then, there shall be

negotiation with L3 (third lowest) bidder for that zone to match the quote of the L1 Bidder and so on.

1.13 Bid Security:

- i. A Bid Security of Rs. 5,00,000/- (Rupees Five Lakhs Only) in the form of an account payee demand draft / pay order / banker’s cheque from a scheduled commercial/nationalized bank in India in favour of “Odisha State Agricultural Marketing Board, Bhubaneswar” and payable at any scheduled bank having branch in Bhubaneswar or an unconditional and irrevocable bank guarantee, in the format set out at Annexure A4, shall be submitted by all the Bidders along with the Technical Proposal.
- ii. The Bid Security shall remain valid for a period of 240 days (Two hundred and Forty days) from the Application Due Date.
- iii. Proposals not accompanied with Bid Security shall be rejected as non-responsive.
- iv. No interest shall be payable by Odisha State Agricultural Marketing Board for the sum deposited as Bid Security.
- v. The Bid Security of the unsuccessful bidders would be returned back within fifteen days of issue of Letter of Award to the successful bidder. The Bid Security of the successful bidder would be returned after submission of performance security by the successful bidder.
- vi. The Bid Security shall be forfeited by the Odisha State Agricultural Marketing Board in the following events:
 - a) If the proposal is withdrawn during the validity period or any extension thereof.
 - b) If the proposal is varied or modified in a manner not acceptable to Odisha State Agricultural Marketing Board after opening of tender during the validity period or any extension thereof.
 - c) If the Agency tries to influence the evaluation process.
 - d) If the Agency withdraws his/her proposal during negotiations.

1.14 Bid Processing Fees:

All bidders are required to pay Rs.11,200/- only (Rupees Eleven Thousand and Two Hundred Only), including GST, towards Bid Processing Fee in the form of Demand Draft drawn in favour of “Odisha State Agricultural Marketing Board, Bhubaneswar” and payable at Bhubaneswar. The Bid Processing Fee is Non-Refundable and is payable along-with the technical proposal.

2. TERMS OF REFERENCE

2.1 Objectives of the Assignment:

The objective of this RFP is to seek and retain a qualified advertising agency for “Krushak Sampark Abhiyan” among farmers and citizens of Odisha about the schemes/projects/ plans of

Odisha State Agricultural Marketing Board and other departments for the welfare and empowerment of the farmers.

2.2 Scope of Work

The state of Odisha has been divided into seven zones of Revenue districts.

Zone -1: Sambalpur, Sundergarh, Jharsuguda, Bargarh and Deogarh.

Zone -2: Balasore, Mayurbhanja, Keonjhar, Bhadrak and Jajpur.

Zone -3: Cuttack, Angul, Dhenkanal, Kendrapada and Jagatsinghpur.

Zone -4: Koraput, Rayagada, Nabrangpur, Malkangiri and Kalahandi.

Zone -5: Balangir, Nuapada and Subarnapur.

Zone -6: Ganjam, Gajapati, Phulbani and Boudh.

Zone -7: Puri, Khurda, Nayagarh

The shortlisted bidders can bid for all of the zones or any combination of the zones. However, an agency shall be awarded maximum two zones.

The selected agencies shall be providing the following outdoor advertising services:

Sl. No.	Outdoor Advertising Type	Details	Quotation	Numbers Required
1.	Iron frame mounted Hoardings	Size: 20 Feet * 10 Feet or 15 Feet * 8 Feet or proportional Display Period: 6 Months	Monthly Rental per Sq. feet (<i>inclusive of all charges such as hire charge of hoardings, printing in star canvass flex and its mounting.</i>)	30,000 sq. feet per zone
2.	Wall Mounted flex board hoardings in wooden frame	Size: 15 Feet * 8 Feet or proportional Display Period: Two phases of 2 Months each*	Monthly Rental per Sq. feet (<i>Inclusive of all charges such as hiring, printing and mounting charges</i>)	3,00,000 sq. feet per zone
3.	Installation/pasting of Vinyl Sticker (To be put behind Autos & Buses)	Size: 3 feet * 2 feet or 6 feet * 4 feet or proportional	All-inclusive cost per sq. feet including printing and installation/pasting	10,000 sq. feet per zone

4.	Installation/ pasting of Posters	Size as per requirement	All-inclusive lump-sum quote for installation/ pasting of 1,000 posters in one Gram Panchayat (Printing cost to be excluded)	10,00,000 per zone
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* The Wall Mounted flex board hoardings in wooden frame shall be required to be installed in two phases:

1. Phase 1: This shall be required to be installed immediately after the signing of contract and needs to be maintained for a period of 2 months
2. Phase 2: The Authority may require the Phase 2 service for another two months (probably, in the month of June and July) and the agency need to provide the service as per the same and terms and conditions.

The selected agency shall have to abide by the following terms and conditions during the period of contract:

- a) The agency shall ensure all safety precautions for the people as per law. It shall be liable to meet all legal requirements as required by Law.
- b) The Agency shall ensure that it does not infringe any provisions of Copyright Act and such other acts. In case of any violations in this regard, the Service Provider shall be liable for action as per Law.
- c) The agency shall maintain the prescribed minimum standards of star canvass flex, front lit flex 260 GSM weight.
- d) The mounting and pasting of the outdoor advertising shall be monitored through a Mobile App, which is being developed by the Authority. The agency need to provide all required information in the Mobile App such as photos of outdoor advertising which should be geo-tagged and time stamped.
- e) The overall monitoring in a zone shall be done a local government agency which will be designated for the monitoring work by OSAM Board

2.3 Payment Schedule:

The selected agency need to raise monthly invoices, based on which the payment shall be released by Odisha State Agricultural Marketing Board to the Agency.

2.4 Timelines & Deliverables:

The following is an indicative list of deliverables and milestones for the Agency, assuming that the engagements starts at time T (Issuance of Work Order)

No	Deliverable	Timelines (T is date of award)
1.	Preparation & Submission of Detailed Plan of Action and Start of Work	T + 2 days
2.	Deployment/Installation/Pasting of outdoor advertising, starting of putting up hoardings and undertaking other tasks as detailed in section 2.2 (scope of work)	T + 30 days
3.	Updation and Maintenance	Continuous Work till the Expiry of Display Period (wherever applicable)

Weekly Progress Reports/MIS to be submitted every week or as and when desired by the Odisha State Agricultural Marketing Board, indicating the activities remaining / completed and progress as scheduled tasks / activities.

In case of delay in performance or nonperformance by the selected agency in a zone, the Authority reserves the right to award the Complete Work or unfinished work or any part thereof to any other agency(s) selected for other zones under the same terms and conditions.

3. Signing of Agreement

The selected Agency will have to sign a Contract Agreement with OSAMB within 7 days from Issuance of Letter of Award.

4. Performance Security

Within 7 days of issuance of work order, the successful bidders shall have to furnish a Performance Bank Guarantee amounting to 10% of the contract value from a scheduled commercial bank in favour of “**Odisha State Agricultural Marketing Board, Bhubaneswar**”, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The

PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

5. Penalty

In case there is any deviation found as per service deliverables and timelines, there will be a penalty deduction @ 0.25% of the particular event cost. This amount of penalty would be adjusted against the monthly payment to the Agency .

6. Variation & Modification:

- i. Right to Vary: The Authority will make any variation of the form, quality or quantity of the works relating to any item of a component according to site conditions or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the Authority to instruct the Agency to do and Agency shall do any of the following:
 - a) Increase or decrease the quantity of any work included in the Contract.
 - b) Omit any such work (but not if the omitted work is to be carried out by the Authority or by another Agency), before the end of stipulated time limit of the contract.
 - c) Change the character or quality or kind of any such work.
 - d) Change the levels, lines, position and dimensions of any part of the works,
 - e) Execute additional work of any kind necessary for the completion of the works, or
 - f) Change any specified sequence or timing of construction of any part of the works.
- ii. No such variation shall in any way vitiate or invalidate the contract, provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the Agency or for which he is responsible, any additional cost attributable to such default shall be borne by the Agency.
- iii. The Agency shall not make any such variation without informing the Authority.
- iv. In case the quantity of items varies according to requirements; same basis of pricing shall be applicable; i.e. approved rate for the item shall be paid.
- v. The Agency shall not execute the extra/additional work without prior written approval of the Authority of the Event. Any extra item if executed must have written consent of the concerned decision maker and to be submitted with detailed cost analysis.

- vi. The Agency shall keep all the joint records of measurement duly signed by the Authority and Agency with proper justification as and when require. No extra cost or rate shall be considered if Agency is unable to justify the extra or additional work.

7. Contract Period

The contract period will be for a period of One Year, from the date of signing of contract and may be extended for another year by the authorities, at its discretion under same terms and conditions.

8. Default of service

Deviation and/or Refusal and/or Non-Performance towards any of the obligations described in the Scope of Work would be treated as default of service by the Agency. Upon default of service, OSAMB would reserve the right to forfeit the payment outstanding (if any) for the said job till that particular stage. In addition, OSAMB would also have the right to terminate the agreement with the selected Agency.

9. Confidentiality / Secrecy

- i. The Agency, its supervisors, its personnel and any one acting under it for the purpose of this Agreement shall maintain strict confidentiality of the information belonging to OSAMB that may have come into its / their possession or knowledge because of the services rendered by them under this Agreement. Such information shall not be diverted or disclosed to any third party under any circumstances whatsoever without obtaining prior written permission from OSAMB.
- ii. The Agency shall not be associated with OSAMB in any manner other that for the purpose of rendering the services under this agreement.

10. Liability and Indemnity

The Agency shall be responsible & liable for any or all indemnity against any and all claims, liabilities, damages, losses, costs, charges, expenses, proceeding & actions of any nature whatsoever made or instituted against or caused to suffer directly or indirectly by reasons of:

- a) Any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation hereunder service act or omission by the Agency and / or its facility staff.
- b) Any theft, robbery, fraud or other wrongful action or omission by the Agency and / or any of its facility staff.

11. Breach of Agreement

In case of breach of Agreement by the Agency, Odisha Tourism shall have a right of lien over all the properties of the Agency lying in its premises in addition to other remedies like forfeiture of security deposit and legal action for recovery of payment. The Authority shall be then at liberty to terminate this Agreement.

12. Disputes:

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

Annexure A-1

Letter of Technical Proposal

To

**Odisha State Agricultural Marketing Board,
Plot no.-1800(p), Near Ramamani Indian Oil Petrol Pump,
Baramunda, Khandagiri,
Bhubaneswar-751030**

**Sub: “Proposal for Hiring an Agency for Advertising under “KRUSHAK
SAMPARK ABHIYAN”**

Regarding: Technical Proposal

Dear Madam/Sir,

With reference to the RFP dated 15/01/2019 for the above captioned project, and clarification issued by Odisha State Agricultural Marketing Board thereof, I _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Agency for providing services for **Hiring an Agency for Advertising under “KRUSHAK SAMPARK ABHIYAN**. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Annexures is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. I shall make available to the Odisha State Agricultural Marketing Board any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I acknowledge the right of the Odisha State Agricultural Marketing Board to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I certify that in the last five years, we or any of our Associates 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 against the Bidder, 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.

6. I declare that I have examined and have no reservations to the RFP Documents, including any Addendum issued by the Odisha State Agricultural Marketing Board;
7. I declare that I 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, in respect of any tender or request for proposal issued by or any agreement entered into with the Odisha State Agricultural Marketing Board or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
10. In the event our firm is selected as the Agency for this project we shall enter into a contract with Odisha State Agricultural Marketing Board.
11. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
12. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. I understand in such cases our bids are liable to be rejected.

Yours faithfully,

(Signature, name and designation of
the authorized signatory)

(Name and seal of the Bidder)

Annexure A-2

Particulars of the bidder

General Information about the Firm:

- a. Name of Company or Firm:
- b. Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
- c. Country of incorporation:
- d. Registered address:
(Proof of presence of office to be attached)
- e. Year of Incorporation:
- f. Year of commencement of business:
- g. Principal place of business:
- h. Brief description of the Company including details of its main lines of business
- i. PAN Number (copy of PAN to be enclosed)
- j. GST Number(copy of the GST Number to be attached)

Name, designation, address and phone numbers of authorized signatory of the Bidder:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Phone No.:
- f. Fax No. :
- g. E-mail address:

(Signature, name and designation of the authorized signatory) For and on behalf of

....._____

Annexure-A3

FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, _____ [name of the company/partnership/ proprietary firm], a _____ [Company/partnership/ proprietary firm] incorporated under the _____ [Insert relevant act], having its Registered Office at _____ (hereinafter referred to as “company/partnership/ proprietary firm”):

WHEREAS in response to the Invitation for RFP for “Hiring an Agency for Outdoor Advertising under “Krushak Sampark Abhiyan” (“Project”), the company/partnership/ proprietary firm is submitting its Application for the Project issued by the OSAMB and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. _____ daughter/son of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that _____ [name of the Company] do hereby nominate, constitute and appoint _____ [name & designation of the person] son/daughter/wife of _____ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company/partnership/ proprietary firm official representative for submitting the Application for the Project and other relevant documents in connection with the RFP.
- to sign all documents in relation to the Application (including clarifications and queries to the RFP) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;

RFP FOR HIRING AN AGENCY FOR OUTDOOR ADVERTISING UNDER “KRUSHAK SAMPARK ABHIYAN”

- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm; and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 power hereby conferred shall always be deemed to have been done by us.

<p>The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ____day of _____,20____ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>----- - [name & designation of the person] ----- -- [name & designation of the person]</p>
--	---

Instructions:

- (1) *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- (2) *Wherever required, the Applicant 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 Applicant.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure-A4
FORMAT OF EMD (BG)

(To be executed on appropriate value of Non-Judicial Stamp Paper)

B.G. No. [____]

Dated:

1. In consideration of you, Odisha State Agricultural Marketing Board. (referred to as **OSAMB**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Application of [**insert name of Applicant**] with its registered office at [**Insert Address**] (referred to as the **Applicant** which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the “Hiring an Agency for Outdoor Advertising under “Krushak Sampark Abhiyan”” (collectively the **Project**), pursuant to the RFP dated [____] (referred to as the **RFP**) issued in respect of the Project, we (Name of the Bank) having our registered office at [____] and one of its branches at [____] (referred to as the **Bank**), at the request of the Applicant, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to OSAMB an amount of Rs. [____] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant, if the Applicant fails to fulfil or comply with all or any of the terms and conditions contained in the RFP.
2. Any such written demand made by OSAMB stating that the Applicant is in default of due and faithful compliance with the terms and conditions contained in the RFP will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of OSAMB is disputed by the Applicant or not, merely on the first demand from OSAMB stating that the amount claimed is due to OSAMB by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFP, including but not limited to the following events:

- (a) if an Applicant engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice;
- (b) if an Applicant is disqualified in accordance with clause in this RFP;
- (c) if, after the Application Due Date, an Applicant withdraws its Application during the Application validity period, as extended from time to time; or

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Application Due Date or for such extended period as may be mutually agreed between OSAMB and the Applicant, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
- 5. We, the Bank, further agree that OSAMB will be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, those events listed at paragraph 3 above. The decision of OSAMB that the Applicant is in default as aforesaid will be final and binding on us, notwithstanding any differences between OSAMB and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 6. The Guarantee will not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
- 7. In order to give full effect to this Guarantee, OSAMB will be entitled to treat the Bank as the principal debtor.
- 8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the RFP or the Application submitted by the Applicant.
- 9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or OSAMB):

- (a) any time or waiver granted to, or composition with, the Applicant or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Applicant, as the case may be;
 - (c) any variation of the RFP, so that references to the RFP in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Applicant or OSAMB under the RFP or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Applicant under the RFP).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to *[name of Bank along with branch address]* and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
12. It shall not be necessary for OSAMB to proceed against the Applicant before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which OSAMB may have obtained from the Applicant or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of OSAMB in writing.

14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [_____]. The Bank will be liable to pay the amount or any part of the Guarantee only if OSAMB serves a written claim on the Bank in accordance with paragraph 11 of this Guarantee, on or before (indicate date falling 240 days after the Application Due Date).

16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

In the presence of:

Name of the witness

Signature of the witness

Address of the witness

Annexure-B1

**FINANCIAL PROPOSAL
Covering Letter
(On the Bidders Letterhead)**

To
Odisha State Agricultural Marketing Board,
Plot no.-1800(p), Near Ramamani Indian Oil Petrol Pump,
Baramunda, Khandagiri,
Bhubaneswar-751030

**Sub: “Proposal for Hiring an Agency for Advertising under “KRUSHAK
SAMPARK ABHIYAN”.**

Regarding Financial Proposal

Dear Sir,

I, _____
enclose herewith our Financial Proposal for selection of our firm as Agency to carry out
“**Proposal for Hiring an Agency for Advertising under “KRUSHAK SAMPARK
ABHIYAN”.**

My Financial Quotes for various zones applied for are as follows:

Sl. No.	Zones	Applied/Not Applied	Financial Quote* (Excluding the Applicable Taxes)
1	Zone -1: Sambalpur, Sundergarh, Jharsuguda, Bargarh and Deogarh	Yes/No	
2	Zone -2: Balasore, Mayurbhanja, Keonjhar, Bhadrak and Jajpur	Yes/No	
3	Zone -3: Cuttack, Angul, Dhenkanal, Kendrapada and Jagatsinghpur	Yes/No	
4	Zone -4: Koraput, Rayagada, Nabrangpur, Malkangiri and Kalahandi	Yes/No	
5	Zone -5: Balangir, Nuapada and Subarnapur	Yes/No	
6	Zone -6: Ganjam, Gajapati, Phulbani and Boudh	Yes/No	

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7	Zone -7: Puri, Khurda, Nayagarh		
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* Total Cost (excluding any applicable tax) for the zone as given in the Annexure B2

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. I agree that this offer shall remain valid for 90 (Ninety) days from the last date of submission of proposal or such further period as may be mutually agreed upon.

Yours faithfully,

Signature: _____

Full Name: _____

Designation: _____

Annexure-B2

FINANCIAL PROPOSAL

Detailed Break-up

**Name of Work: Proposal for Hiring an Agency for Advertising under
“KRUSHAK SAMPARK ABHIYAN**

Zone No.:

Districts in the Zone:

Sl. No.	Outdoor Advertising Type	Details	Quotation	Numbers Required	Unit Cost	Total Cost
1.	Iron frame mounted Hoardings	Size: 20 Feet * 10 Feet or 15 Feet * 8 Feet or proportional Display Period: 6 Months	Monthly Rental per Sq. feet (<i>inclusive of hire charge of hoardings, printing in star canvass flex and its mounting.</i>)	30,000 sq. feet per zone		
2.	Wall Mounted flex board hoardings in wooden frame	Size: 15 Feet * 8 Feet or proportional Display Period: 2 Months*	Monthly Rental per Sq. feet (<i>Inclusive of hiring, printing and mounting charges</i>)	3,00,000 sq. feet per zone		
3.	Installation/pasting of Vinyl Sticker (To be put behind Autos & Buses)	Size: 3 feet * 2 feet or 6 feet * 4 feet or proportional	All-inclusive cost per sq. feet including printing and installation/pasting	10,000 sq. feet per zone		
4.	Installation/pasting of Posters	Size as per requirement	All-inclusive lump-sum quote for installation/pasting of 1,000	10,00,000 per zone		

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			posters in one Gram Panchayt (Printing cost to be excluded)			
5.	Total Cost (excluding any applicable tax)					

Note:

- a. GST as applicable shall be paid over & above the contract price approved by Odisha State Agricultural Marketing Board.
- b. TDS will be deducted @ 2% of the contract value by the Odisha State Agricultural Marketing Board.
- c. No conditions should be attached to the price proposal.
- d. In case of any discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words would be considered as final price.
- e. The Agency has to quote individual rate for each item in scope.

Signature of the Agency:

Address:

Date:

Place: