



Department of Tourism
Government of Odisha
Paryatan Bhawan, Lewis Road, Bhubaneswar, 751014
Phone: (0674) 243 2177 | Fax: (0674) – 243887
<https://dot.odishatourism.gov.in>

No. 5084
TCT-TSP-EM-0007-2021

Date: 16-06-2021

CORRIGENDUM - 1

To RFP No 4827, Dated 01.06.2021 for Selection of Agency to Conceptualise, Shoot, Edit and Produce A Promotional Short-Film for Odisha Tourism

Pre-Bid queries responses on pre bid meeting held on 08 June 2021 is attached in the Annexure I and the addendums to the RFP are attached in Annexure II & III.


Deputy Director Cum Deputy Secretary

Annexure I

PRE- BID CLARIFICATIONS

RFP no. 4827: Selection of Agency to Conceptualise, Shoot, Edit and Produce A Promotional Short-Film for Odisha Tourism

Response to the queries sought by the applicants during the pre-bid meeting held on 2021 at 12 Noon.

Sl. No.	Relevant Section in RFP	Details	Queries	Clarification/ Modification
1	Clause No 1	Introduction (Key Destinations)	How many destinations are 'must-do' items?	Some of the key destinations are provided in Clause No 1. Bidder may add destinations other than specified in the clause with due consultation and approval from DoT.
2	Clause No 1	Introduction	Cultural Tourism — is there a selection of customs, traditions etc with the department to focus on?	The bidder may showcase the rich and diverse culture, traditions and heritage of Odisha deemed suitable for the project.
3	Clause No 1	Introduction	Spiritual Tourism is an overlap with Religious Tourism? Or it's chiefly about wellness and enlightenment, while religious tourism would mean places of worship, practices etc.	Agency should cover important spiritual and religious traditions, values and establishments.
4	Clause No. 4	Deliverables	How Many Nos. of Short film duration 5 minutes is required?	One film of 5 minutes (master film) duration is required. Please refer to Clause 4 of the RFP.
5	Clause No. 4	Deliverables	Whether One 5 minute short film will cover all key destinations / tourism segments listed by DOT?	Tourism segments outlined in the Clause No 1 of the RFP need to be covered in the 5 minute film.
6	Clause No. 4	Deliverables	Whether the key tourism segments will be in one short film or it will be produced separately each segment 5 minute	One film of 5 minutes duration is required. Refer to Clause 4 of the RFP.
7	Clause No. 4.8	Deliverables	500 photographs and 5-minute AV — can we use a few of the selected images in the AV if there's a contextual need, or the images need to be exclusive	Bidders may use images in the AV if there is a contextual need.

8	Clause 4(8)	Deliverables	For the requirement of 500 hi resolution non-repetitive photographs, does non-repetitive mean the same photograph should not be repeated or photographs from the same place/site should not be repeated?	Photograph of same place/ sites with minor angle variations shall be considered repetitive.
9	Clause No 5	Deliverables and Timelines	Only the output is required in 2K quality or RAW footage is also required in 2K	All submission of raw and final footages shall be of 2K quality.
10	Clause No 6. b	Legal Entity Status	Whether we would be eligible to apply for your latest tender for a promotional film for Odisha Tourism, given that it is mentioned in the eligibility criteria that the applying agency should be a Company, Partnership firm or an LLP (Point 6B of the Tender Document on Page 8), and we are a proprietorship firm.	Proprietorship firms fulfilling the eligibility conditions of Clause No 6 will be allowed.
11	Clause No 6. b	Eligible Agencies	The Certified Copy of the COI and GST is required to be notarized or True Copy is workable.	Bidders shall refer the Annexure II of the corrigendum issued.
12	Point no 6 (d)	Eligible agencies	Clause mentions that 'the applicant should have the experience of having conceptualized, shot, edited and produced minimum three creative short films/AV advertisements including least one on tourism promotion for corporate clients or Government departments/Public Sector Units or NGOs over the last three (3) years'. We would like to know that during technical evaluation besides the ONE tourism film, if we submit other projects that are NON-tourism related, would we be awarded marks for those? Or would marks be awarded if they are tourism-related films?	Only tourism related projects shall be considered as part of technical evaluation.
13	Clause No 7	Technical Evaluation Criteria	Do we need to submit the technical presentation along with the Technical and financial bid?	Technical presentation shall not be included in the Technical Bid.
14	Clause No. 7	Sl No 3: Technical Presentation	Do we have to submit the Technical presentation as give under page 9, 7 Technical Evaluation Criteria Parameters no. 3 along with Eligibility Criteria documents. Or Do we have to submit technical presentation after having qualified as per eligibility criteria and receiving intimation from Odisha Tourism.	Technical presentation is applicable only for those bidders who are getting shortlisted in the technical evaluation stage.
	Clause No 12	Bid Processing Fee	Are MSME registered companies, exempted from paying the bid processing fee.	Bidders shall submit the respective government published document mentioning the exemption of bid processing fee applicable to the bidder along with the bid document.

15	Clause No 11	Bid Security Declaration	Whether pre-bid security is only a declaration as per your annexure - 6 only without any financial guarantee? What will be the complete subject matter i.e Bid Security declaration for....	Bidder shall provide Bid Security Declaration as per Annexure 6.								
17	Clause No 17	Performance Bank Guarantee	Whether Bank Guarantee will be submitted along with quotation or after final selection of Agency?	Bank Guarantee shall be submitted by the preferred bidder to DoT.								
18	Pg.12- Clause 16	Terms of payment	Will there be any provision for advance payments for third parties? If we are awarded the bid, we request these alternate terms of payment clause is considered for the definitive LOI/Agreement: <table><tr><td>Stage /Milestone</td><td>Percentage of Contract Fee</td></tr><tr><td>On submission of the script</td><td>40%</td></tr><tr><td>On approval of Script</td><td>40%</td></tr><tr><td>Upon completion of shoot and handover of all data</td><td>20%</td></tr></table>	Stage /Milestone	Percentage of Contract Fee	On submission of the script	40%	On approval of Script	40%	Upon completion of shoot and handover of all data	20%	RFP clauses shall prevail.
Stage /Milestone	Percentage of Contract Fee											
On submission of the script	40%											
On approval of Script	40%											
Upon completion of shoot and handover of all data	20%											
19	Pg.13- Clause 20	Rejection of Application/Bid	Can the bid application be made through email?	Only physical copy of the bid shall be accepted.								
20	Clause No. 24	Extension of Time	We request that due to a force majeure situation if the date of completion of the assignment is extended, it should be done on terms which are mutually agreed between the parties.	In case of Force Majeure situations, relevant clauses of the agreement signed between DoT and the preferred bidder shall prevail.								
21	Clause No. 27	Taxes and Duties	Will the fee be inclusive of taxes? We request that the fee is exclusive of taxes. If we are awarded the bid, we request the following tax clause is considered for the definitive LOI/Agreement: All applicable statutory taxes viz. GST etc. in respect of fee, advertisement material and services rendered by Agency will be charged to and paid for / borne by DOT. DOT will deduct applicable statutory deductions; viz. tax deductible at source as per the provisions of Income Tax Act, 1961, from the compensation payable to Agency and provide Agency with the TDS certificates under the requisite provisions of the Income Tax Act, 1961.	Fee shall be exclusive of GST. Please refer to Corrigendum 1 Annexure III for details. Tax deductions shall be as per applicable Govt rules and regulations.								

22	Clause No. 17	Performance Bank guarantee.	When will the Performance Bank Guarantee be returned? We request that the Performance Bank Guarantee is returned upon delivery of all the services or at the end of the Term of the Agreement, whichever is earlier.	Bank Guarantee shall be returned upon the successful completion and closure of project by DoT.
23	Clause No. 28	Disputes & Arbitrations	We request the jurisdiction for disputes and Arbitrations is made to Mumbai. If we are awarded the bid, we request this alternate Confidentiality clause is considered for the definitive LOI/Agreement.	RFP Clauses shall prevail
24	Clause No. 26	Confidentiality	(i) Both Parties agree that the information provided under the Agreement is confidential and neither party shall at any time during the association divulge to any person(s), firm or company, business entity, or other organisation whatsoever, any confidential information that the party may acquire during the course of such association concerning the other party's business, property, contracts, clients or affairs, except to its employees and third parties on a need to know basis for services under this Agreement. (ii) EXCEPTIONS The restrictions set out in hereinabove shall not apply to any confidential information which: (a) was already in the possession of the receiving party and at its free disposal before the disclosure to the receiving party; (b) is hereafter disclosed to the receiving party without any obligations of confidence by a third party; (c) is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the receiving party or the receiving party's agents or employees; (d) is at the time of disclosure, already within public domain; (e) is independently developed by the Receiving Party;	RFP clauses shall prevail

			(f) is disclosed under any legal requirement or under any statutory or quasi-judicial act, regulation, policy or rules.	
		Under what circumstances will DOT indemnify the bidder?		
		If we are awarded the bid, we request this alternate indemnity clause is considered for the definitive LOI/Agreement:		
25	Clause No. 30	Indemnity	(i) Bidder agrees to keep DOT saved and harmless from and against all proven and adjudicated claims, suits or proceedings ("Claim") arising from any act committed by Bidder or its personnel, other than an act(s) performed at the specific instruction of DOT. (ii) DOT agrees to indemnify Bidder against any claims or proceedings brought against Bidder relating to the accuracy of information provided by DOT to Bidder for use in the providing of any services or deliverable items, or arising out of the nature or use of any of DOT's products or services, or arising out of DOT's misuse of any deliverable items.	Existing clauses shall prevail.
26	Annexure 5	Bank Guarantee	Bank guarantee is required to be embossed/printed on the Non-Judicial Stamp- paper or on the Letterhead of the Bank is workable.	Bank Guarantee issued by Nationalised bank in the standard format is accepted.
			When will the title of the deliverables pass on to DOT?	For deliverables and timelines please refer clause No 4 & Clause No 5.
			What happens to the creative materials of the unsuccessful bidders which are submitted with the proposal?	The creative materials submitted for bid will be considered for technical evaluation only.
28	General Query	Additional Query with respect to Intellectual Property Rights	If we are awarded the bid, we request the following IP clause is considered for the definitive LOI/Agreement: (i) It is agreed that all the rights relating to the trademarks and copyrights independently created by the Agency in respect of advertising and publicity	Relevant clauses shall be included in the agreement.

			work including press advertisements, literature, lyrics, scripts for radio tapes and programmes, scripts for TVC's, films and paid for by DOT shall vest with DOT. However, with respect to music, radio spots, TV films, etc. that are generated by Agency through third parties for DOT and paid for by DOT shall vest with DOT subject to third party terms and conditions, if any, as applicable and the same shall be abided by the DOT. (ii) It is further agreed between Agency and DOT that all concepts, designs, logos, that may have been created by Agency in the course of offering the services to DOT, all the concepts or formats that may be conceived or created by Agency in the course of the services rendered to DOT which do not form part of the brief given by DOT and/or for which there is no contract and / or which is not approved by DOT and / or for which there is no payment made by DOT shall remain the exclusive property of Agency with exclusive rights of Agency to deal with the same at its sole discretion. It is agreed that DOT shall not claim on such concepts or formats which may be created by Agency. (iii) DOT undertakes that it shall abide by the third party terms and conditions as may be applicable pursuant to such license of any intellectual property rights granted in and to the materials delivered or incorporated in the services.	
29	General Query	Additional Query with respect to termination	What will be the termination provision once the bid is awarded to the successful bidder? If we are awarded the bid, we request the following Termination clause is considered for the definitive LOI/Agreement: (i) In the event that any party defaults in fulfilling the obligations under the Agreement, or in the event that disputes or differences shall arise between the parties hereto on any matter / provision set out in the Agreement, the parties shall try to resolve the matter amicably inter se. The defaulting party	

			shall be given notice of thirty (30) days to alter the situation and resolve the dispute or reverse the damage caused in any way. In the event the defaulting party does not comply with its obligations, on the termination of the notice period, the other party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages. (ii) Notwithstanding what is contained hereinabove, either party shall during the period of the Agreement, have the right to terminate this Agreement by giving to the other party, written notice expressing such termination, which termination shall become effective on the expiry of ninety (90) days after delivery of the written notice. (iii) Upon expiry or termination of the Agreement as the case may be, all arrangements, understandings and agreements incorporated in this Agreement shall cease to exist. (iv) Agency shall be paid for all services and deliverable items that are delivered, and any authorised charges or expenses incurred post termination.	
30	General Query	Contract Value	What will be the language of the master film & 2 3minute edits?	Only English language shall be used in the video.
31	General Query	Contract Value	What shall be the amount of the contract value?	

Contract value will be discovered through the tender process.

Annexure II

RFP no. 4827: Selection of Agency to Conceptualise, Shoot, Edit and Produce A Promotional Short-Film for Odisha Tourism

Addendums/ Modifications to Clauses in the RFP

1.	Clause 6. b.	Clause shall be read as: i. A company incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008 or Indian Partnership Act, 1932 or any proprietorship firm registered should have been operating for a minimum of the last three (3) years in India. Self-attested copy of Registration Certificate and Certificate of Incorporation shall be enclosed as part of Technical Proposal. ii. Registered with the Goods & Service Tax (GST) network in India. The GSTIN Certificate shall be enclosed as part of Technical Proposal.
	Clause 27	Clause shall be read as All applicable taxes and duties including GST payable in respect of execution of the assignment except the for financial bid amount quoted shall be borne by the bidder.

Annexure III

Financial Bid

(To be submitted on letter head of the applicant duly signed by authorized signatory)

Request for Proposal for Selection of an Agency to conceptualise, shoot, edit and produce a promotional short-film for Odisha Tourism”.

Having gone through the RFP document and having fully understood the scope of work for the engagement as set out in these documents; we are pleased to quote the following Professional fees (exclusive of applicable GST) for the assignment:

In Figure (INR)	
In Words (INR)	

The price quoted above shall cover the following;

- All professional charges
- Logistics including travel, food, accommodation charges.
- Equipment & studio hire charges if any
- Animation, editing, music, voiceover and subtitling costs
- Costs of all deliverables enlisted in the RFP
- Any incidental out of pocket expenses

Note: Any cutting / overwriting in the Bid documents must be authenticated by the authorized signatory of the applicant.

Yours faithfully
(Signature of the Authorised Signatory)

Date-----

Place-----