

**REQUEST FOR PROPOSAL (RFP)**  
**for**  
**SELECTION OF AN AGENCY TO CONCEPTUALISE,**  
**SHOOT, EDIT AND PRODUCE A PROMOTIONAL**  
**SHORT-FILM FOR ODISHA TOURISM**



RFP No. 4827 Date- 01-06-2021

Department of Tourism,  
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This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Firm. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Firm and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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### Schedule of RFP Process

Department of Tourism (DoT) invites proposals for **“Request for Proposal for Selection of an Agency to Conceptualise, Shoot, Edit and Produce a Promotional Short-Film for Odisha Tourism”** in accordance with the conditions and manner prescribed in the RFP document.

Interested firms/ parties / agencies are advised to study the RFP document carefully before submitting their documents in this regard.

### Important Dates and Information

| Heading                                                                | Dates                                                                                                                    |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Last date for submission of written / online queries for clarification | Queries shall be sent on <a href="mailto:pmu@odishatourism.gov.in">pmu@odishatourism.gov.in</a> by 06.06.2021 by 5:00 PM |
| Date of Pre-bid meeting                                                | 08-06-2021 at 03:30 PM                                                                                                   |
| Last date and time of submission of Proposals                          | 24-06-2021 up to 12:00 PM                                                                                                |
| Date and Time for Opening of the Technical Proposal                    | 24-06-2021 up to 12:00 PM                                                                                                |
| Date and Time for Technical Presentation                               | To be intimated                                                                                                          |
| Date and Time for Opening of Financial Proposal                        | To be intimated                                                                                                          |

## 1. INTRODUCTION

The Department of Tourism (DoT), Govt of Odisha has recently rebranded Odisha Tourism as "India's Best Kept Secret". Odisha, despite bearing great potential founded on the state's rich cultural heritage and diverse natural ecosystems, currently holds a relatively smaller role in the World Tourism scene.

The objectives of the DoT *inter alia* are:

- To promote diverse and sustainable tourism with a view to enhancing the national and global visibility and favourability of Odisha as a prime tourist destination
- To preserve, enrich and promote Odisha's unique cultural heritage and ecological diversity

With this view, DoT has identified different destinations in the state based on the tourism resources and value, connectivity, etc. Some of the key destinations chosen for development and promotion by DoT is listed below;

- Talsari Beach
- Chandipur on Sea
- Chandrabhaga Beach
- Puri (including the Blue Flag Beach)
- Raghurajpur – Pipili
- Chilika Lake (Mangalajodi, Satapada, Rambha, etc.)
- Tampara Lake
- Mahendragiri and Jirang
- Buddhist Circuit and Diamond Triangle (Ratnagiri – Udayagiri – Lalitgiri)
- Bhitarkanika National Park
- Simlipal Tiger Reserve
- Satkosia Tiger Reserve
- Debrigarh Wildlife Sanctuary
- Waterfalls: Khandadhar, Sanaghagar, Gundichaghagi, Sitakund, Joranda, Barehipani, Gandahati
- Hirakud Dam
- Koraput - Deomali Hill, Rani Duduma and Duduma Waterfalls, Kolab Reservoir, and surrounding destinations in Koraput
- Daringbadi, Belghar and Mandasaru
- Nrusinghnath – Harishankar and Gandhamardhan Hill

The key tourism segments that Odisha Tourism intends to promote are:

- Beach Tourism
- Nature (landscape, forests, natural events, etc.), Wildlife (esp. Birding) & Ecotourism
- Cultural tourism (unique customs & rituals, traditions, lifestyle, etc.)
- Spiritual Tourism
- Heritage Tourism (Kalingan Architecture) and Heritage Hospitality (Belgadia, Dhenkanal)
- Handicraft and Handloom Tourism (Appilique, Pattachitra, Handlooms, Stone Carving, etc.)
- Ethnic (Tribal) Tourism

- Water sports and recreation
- Cruise tourism, Houseboats, etc.
- Road Trips
- Adventure tourism
- Sports Tourism
- Odia Cuisine

With the steady improvement in connectivity, infrastructure, etc. the state now requires to **creatively promote its emerging tourism destinations and products at the national and global source markets through an all-encompassing short-film of 5 minute duration**, based on the brand identity of being India's Best Kept Secret.

The purpose of this RFP is to select a reputed and experienced agency to conceptualise, shoot, edit and produce the film.

## 2. REQUEST FOR PROPOSAL

The Department of Tourism, Government of Odisha (the "*Authority*") is issuing this RFP to request techno-commercial bids from interested and eligible firms/ agencies/ organizations (the "*Applicants*") for Selection as an Agency to conceptualise, shoot, edit and produce a promotional short-film for Odisha Tourism. The detailed procedure for submission of bid along with the bid process has been given at **Annexure-I**. The prescribed format for submission of technical bid is at **Annexure-II** (Cover Letter) and **Annexure-III** (Details of Projects). The Performance Bank Guarantee format is provided at **Annexure-V**.

## 3. SCOPE OF WORK

### 1. Overall scope of work for the assignment is elaborated below;

- a. Design and Production of AV encompassing various themes as per the need of the Department of Tourism.
- b. Story boarding and script writing based on the content in the Odisha Tourism proposal and client briefing.
- c. Filming and Photography – The audio-visual clips incorporated should highlight the tourism experience of the destination
- d. Video post-production services should include non-linear editing and post-production finishing.
- e. Every deliverable will require to conform to the Brand Guidelines that will be issued by the Department along with the assignment Work Order.
- f. Editing Services: Non-linear editing capable of importing and exporting standard definition digital (SDI) video, analog (component) SD video, high definition (SDI-HD) video and HD video files. The editing and motion graphic personnel must be proficient with experiences in providing professional, commercial and industrial postproduction services.
- g. Composition Services: Including colour correction, transitions, chroma keying, mattes, masks, corner-pinning, motion tracking, and motion graphics. The agency shall have the ability to provide video image processing with the following operational requirements: 2D & 3D composing, Key frame animation, Motion Graphic Creation, Painting & Re-texturing, Input and output files in SD and HD resolutions.
- h. The postproduction shall include intro, tilting, transitions, music, voiceover, text supers based on the requirement.

## II. Key Tasks of the assignment:

The selected agency is expected to undertake the following tasks as part of the assignment.

1. Develop the concept note and story board.
2. Work with the Department of Tourism to set the direction for filming, including but not limited to, identifying shot lists based on content narratives and developing scripts for the voiceover. The narratives and voiceover details incorporated shall be well researched and verified by the concerned authorities in consultation with the Department.
3. Prepare on-site locations for the filming
4. Upload unedited raw footage and unedited photographs with metadata tags to a designated storage area
5. Provide the staff with save, review and supplementary usage without limitation at any point during and after the fulfilment of the contract
6. Comply with all applicable national and local laws / rules, etc. pertaining to video shooting and other project activities, including inter alia use of drone camera for aerial footage, involved in the production of the AV product.

## 4. DELIVERABLES:

The following list of deliverables are expected from the appointed agency;

1. Concept Note
2. Storyboard for approval by DoT
3. Edited iterations of the film
4. High quality edited master film of 5 minutes duration
5. 2K in MOV and MP4 Formats
6. English version
7. Two edited cuts of master film of 3 minutes each and 5 edited cuts of 1 minute each.
8. 500 hi-resolution non-repetitive photographs, with each file labelled as per tourist area/ location
9. Video raw footage comprising clips from every destination / tourism product included in the master film.

## 5. Deliverables and Timelines

List of deliverables and timelines of deliverables are given in the table below:

| Deliverable                                                                                                         | Timeline in week<br>(from start of contract) |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Concept                                                                                                             | 01 week                                      |
| Screenplay & Script                                                                                                 | 02 weeks                                     |
| First Cuts: 300 sec cut along with two 180 sec edits and five 60 sec edits                                          | 08 weeks                                     |
| 500 hi-resolution non-repetitive photographs, with each file labelled as per tourist area/ location                 | 08 weeks                                     |
| Final Audio Visuals in 2K quality                                                                                   | 10 weeks                                     |
| Raw footage (editable files suitable for applications such as Adobe Premier and Adobe After Effects) in external HD | 12 Weeks                                     |

Note: Total duration of project completion from the date of signing of contract or issuance of Letter of Award of contract is 12 weeks as per the schedule mentioned in the table above.

## 6. ELIGIBLE AGENCIES

In order to become eligible for this assignment, the agency should fulfil the following criteria;

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. | <b>Blacklisting:</b> Applicant must not have been blacklisted by Govt. of India or States / Central or State PSU as on the date of submission of the bid. Self-certification to this aspect must be provided in the technical proposal.                                                                                                                                                                                                                                                                                                                                                                                                          |
| b. | <b>Legal Entity status:</b> <ol style="list-style-type: none"> <li>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 and 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.</li> <li>Registered with the Goods &amp; Service Tax (GST) network in India. The GSTIN Certificate shall be enclosed as part of Technical Proposal.</li> </ol> |
| c. | <b>Turnover:</b> Applicant should have had an average operating turnover of at least INR 1 Crore during the last three (3) financial years viz. FY 2017-18, 2018-19 and 2019-20. <ol style="list-style-type: none"> <li>For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</li> <li>CA certified statement of turnover shall be enclosed as part of Technical Proposal.</li> </ol>                                                                                                                        |
| d. | <b>Experience:</b><br><p>The Applicant should have the experience of having conceptualised, shot, edited and produced minimum three creative short films / AV advertisements including atleast one on tourism promotion for Corporate Clients or Government departments/ Public Sector Units or NGOs over the last three (3) years</p> <p>The applicants shall provide Work Order/ Agreement copy / Client Certificate of the listed experiences and a copy of each production pertaining to the submitted credentials in an external storage device as proof.</p>                                                                               |

## 7. TECHNICAL EVALUATION CRITERIA:

The table below illustrates parameters and scoring adopted as part of the technical evaluation.

| Sl.   | Parameters                                                                                                                                                                                                                                                                                                                                         |                                                                                             | Maximum Marks |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|---------------|
| 1     | Profile of the Applicant - Average Annual Turnover in last 3 financial years <ul style="list-style-type: none"><li>• INR 1 Crore – 1.5 Crore (5 marks)</li><li>• INR 1.5 Crore – 2 Crore (10 marks)</li><li>• More than 2 Crore (15 marks)</li></ul>                                                                                               |                                                                                             | 15            |
| 2     | The Applicant should have the experience of having conceptualised, shot, edited and produced at least one (1) creative short – film / AV advertisement on <b>tourism promotion</b> for Corporate Clients or Government departments/ Public Sector Units or NGOs over the last three years (15 marks)<br><br>For each additional project (05 marks) |                                                                                             | 35            |
| 3     | Technical Presentation:                                                                                                                                                                                                                                                                                                                            | Style of narrative/ story telling (10 Marks)                                                | 50            |
|       |                                                                                                                                                                                                                                                                                                                                                    | Visualisation (10 Marks)                                                                    |               |
|       |                                                                                                                                                                                                                                                                                                                                                    | Usage of equipment (5 Marks)                                                                |               |
|       |                                                                                                                                                                                                                                                                                                                                                    | Proposed special treatments (BGM, video effects, etc.) for competitive advantage (10 Marks) |               |
|       |                                                                                                                                                                                                                                                                                                                                                    | Illustrative example produced by the Bidder (10 Marks)                                      |               |
|       |                                                                                                                                                                                                                                                                                                                                                    | Proposed Team (5 Marks)                                                                     |               |
| Total |                                                                                                                                                                                                                                                                                                                                                    |                                                                                             | 100           |

## **8. EVALUATION METHODOLOGY:**

### **8.1 Technical Score:**

8.1.1 For Technical Proposal, the maximum score that can be awarded for each bidder are 100, and the minimum technical score (Ts) that a bidder requires to qualify for evaluation of their Financial Proposal is 70.

8.1.2 Technical Score (Ts): The technical score shall be calculated for Bidders after the presentation and shall be converted to weightage of 70.

### **8.2 Financial Score:**

8.2.1 The financial bid of only those bidders who qualify the technical evaluation will be opened for financial evaluation. Format is given in Annexure 3

8.2.2 The price quoted by the bidders shall include:

8.2.2.1 All professional charges

8.2.2.2 Logistics including travel, food, accommodation limited to one team visit per location. The reference point of cost calculation shall be onward Bhubaneswar.

8.2.2.3 Equipment & studio hire charges if any

8.2.2.4 Animation, editing, music, voiceover and subtitling costs

8.2.2.5 Costs of all deliverables as specified in Clause No. 5

8.2.2.6 Any incidental out of pocket expenses

8.2.3 The financial bids will be evaluated on a score 0 to 30. L1 will get 30 marks and the others will get marks in proportion to L1 score. Thus, if the quote of L1 is INR X and L2 is INR 2X, then L2 will get 15 marks.

8.2.4 To prevent absurd quoting, bidders quoting less than 50% of the average of all other quotes will not be admitted and will be assumed to have quoted an amount equal to the lowest admissible quote less than INR 1/-.

8.2.5 Combined Score: The bidder obtaining the highest combined Techno-Commercial score (Technical Score + Financial Score) will be the selected as the Agency for executing the assignment.

## **9. BID SUBMISSION: PACKING, SEALING AND MARKING OF PROPOSALS**

The bid shall contain three envelopes. The Technical Proposal (Part A) Financial Proposal (Part B) and Bid Security Declaration and Bid Processing Fees (Part C) must be inserted in separate sealed envelopes, along with bidder's name and address in the left-hand corner of the envelope and super scribed in the following manner:

### **Part A**

**TECHNICAL PROPOSAL for "SELECTION OF AN AGENCY TO CONCEPTUALISE, SHOOT, EDIT AND PRODUCE A PROMOTIONAL SHORT-FILM FOR ODISHA TOURISM**

### **Part B**

**FINANCIAL PROPOSAL for "SELECTION OF AN AGENCY TO CONCEPTUALISE, SHOOT, EDIT AND PRODUCE A PROMOTIONAL SHORT-FILM FOR ODISHA TOURISM**

### **Part C**

Part C should include the Bid Security Declaration and Bid Processing Fees.

Three envelopes i.e., Envelope for Part A, Envelope for Part B and Envelope for Part C must be packed in a bigger sealed outer cover and clearly super scribed with the following:

### **PROPOSAL**

**For**

#### **“SELECTION OF AN AGENCY TO CONCEPTUALISE, SHOOT, EDIT AND PRODUCE A PROMOTIONAL SHORT-FILM FOR ODISHA TOURISM”**

The applicant's Name & Address shall be mentioned in the left-hand bottom corner of the outer envelope.

The envelope shall be addressed to Director Tourism at the following Address:

**The Director,  
Department of Tourism  
Paryatan Bhawan, Lewis Road,  
Bhubaneswar, Odisha 751014**

If the envelope is not sealed and marked as mentioned above, then DoT will assume no responsibility for the Proposals being misplaced or opened pre-maturely.

The Financial Proposal (Separately Sealed) shall follow Standard Form (Form B)

#### **Note:**

1. The proposals shall be typed or written in indelible ink and shall be signed by the authorized signatory of the bidding agency.
2. Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person signing the Proposal prior to submission of the Proposal.
3. Financial Proposal must be separately sealed under Part B as per the requirements of this RFP- The applicant must submit the Financial Proposal as per the format with proper signature and seal of the Applicant.

### **10. FORMAT OF SUBMISSION OF TECHNICAL PROPOSAL**

The submission must be done in the form of hard copy only. Format is given in Annexure 2.

If Bid Processing Fee is submitted online, proof of submission must be shared in Part C as mentioned in Clause No 9.

### **11. BID SECURITY DECLARATION**

Bidders shall submit Bid Security Declaration In lieu of Bid Security Deposit. The declaration is to be furnished by the bidding agency along with the proposal. Without the requisite Bid Security Declaration, the bid shall be treated as non-responsive and rejected. The format for Bid Security Declaration has been given in Annexure 6.

### **12. BID PROCESSING FEES**

12.1 Non-refundable bid processing fee in the form of Demand Draft from any scheduled

commercial bank in favour of "Director Tourism", payable at Bhubaneswar for INR 10,000 /- (Rupees Ten Thousand only) is to be furnished by the bidder along with the Technical Proposal.

12.2 Alternatively, bidders may transfer the bid processing fee of INR 10,000 /- to the below mentioned bank account and furnish the proof of transfer along with the technical proposal.

**Bank account details**

Account holder name - Director Tourism, Orissa

Account no- 11109325346

Bank Name – State Bank of India

Branch – GOVT TREAS BR, Jawaharlal Nehru Marg, Kharvel Nagar, Bhubaneswar, 751001

IFSC Code- SBIN0009025

**Note:**

1. Proposals without the requisite fee shall be treated as non-responsive and rejected outright
2. Online transfer shall be facilitated as per the notification published in the Dot website dated 12<sup>th</sup> May 2021,

**13. VALIDITY OF THE PROPOSAL**

The proposal shall be valid for a period of 180 days from the last date of submission of the proposal. A proposal valid for a shorter period shall be rejected as non-responsive.

**14. PRE-BID QUERIES**

Any pre-bid query if any may be emailed to Department of Tourism on [pmu@odishatourism.gov.in](mailto:pmu@odishatourism.gov.in) with SUBJECT: "Pre-bid Query – Odisha Tourism 5 min Film RFP – 2021" as per the dates specified in this RFP and corrigendum's if any issued.

**15. DISQUALIFICATION OF THE APPLICANT**

The applicant shall be disqualified if it is discovered that it has wrongly stated/manipulated the facts and figures in the proposal at any stage before the award of the assignment. Any applicant/ Unit trying to influence the evaluation process by any means shall be disqualified.

**16. TERMS OF PAYMENT**

Payment of professional fee will be made on achieving the delivery milestones listed below with the specification as detailed in this RFP, upon submission of invoice:

| Stage / Milestone                                       | Percentage of Contract Fee |
|---------------------------------------------------------|----------------------------|
| 500 photographs and first cut 300 sec and 180 sec edits | 30%                        |
| Approval of Final Audio-Visuals                         | 50%                        |
| Submission of raw footage                               | 20%                        |

**17. PERFORMANCE BANK GUARANTEE**

Performance security shall be obtained from the selected applicant in the form of bank

guarantee to the tune of 5% of the contract value. Performance security in the form of bank guarantee shall initially be valid throughout the timeline of deliverables as specified in Annexure 5, and in case the assignment extends beyond the period, the validity of the bank guarantee shall be suitably extended.

#### **18. PENALTY CLAUSE**

The following, all or any penalties may be imposed on the selected bidder:

- (i) Forfeiture of Performance Bank Guarantee in case of failure to submit the deliverables as specified in the RFP and/ or in case of any midway unilateral withdrawal from the assignment.
- (ii) Bidder shall be blacklisted from bidding for any contract/ tender/ EoI /RFP with Department of Tourism, Government of Odisha for a period of 3 years as per Bid Security Declaration signed by bidder in Annexure 6

On account of circumstances beyond the control of the Agency like natural calamities and any other unforeseen events and upon formal notification, the Authority may give extended time to the Agency to complete the activities and in such a case will not hold up the payment that is due for a that particular stage

#### **19. WITHDRAWAL / AMENDMENT TO BID**

At any time prior to the last date of receipt of Bids, the Department, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP document by an amendment. In order to provide prospective Applicant reasonable time in which to take the amendment into account in preparing their Bids, the Department may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the invitation to RFP.

The Department reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal, without assigning any reasons.

#### **20. REJECTION OF APPLICATION/BID**

The application / Bid for Selection as Agency is liable to be rejected, if:

- a) It is not received in proper sealed cover with superscription as indicated above.
- b) It is not in prescribed form and not containing all required details/ information/ documents.
- c) It is not properly signed.
- d) It is received after the due date and time.
- e) Bid is received by telex, fax, telegram or e-mail.
- f) Bid received without cost of Bid document and Bid Security Declaration

The Authority reserves the right to:

- a) To reject any/all application without assigning any reasons there of
- b) To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the Authority
- c) To include any other items in the Scope of Work at any time basis Authority's response to pre-bid queries or otherwise during the course of implementation of the mentioned scope of work.

## **21. CORRUPT/ FRAUDULENT PRACTICES**

In case the Bidder is found to be engaged in Corrupt/ Fraudulent practices before or after award of the assignment, such bidder shall be declared ineligible and his/ her bid shall be rejected and the work order shall be terminated as the case may be.

## **22. RIGHT TO ACCEPT / REJECT THE BID**

Notwithstanding anything contained herein, Department of Tourism reserves the Right to reject any or all Bids without showing any reason thereof.

## **23. LATE BIDS**

Bids received after the specified last Date and Time of receipt (including any extension of time for submission of bid thereof) for whatsoever reason, shall be rejected summarily. No further communications in this regard shall be entertained.

## **24. EXTENSION OF TIME**

The date of completion of the assignment may be extended due to force majeure or events beyond control of the selected bidder. In such case, the bidder shall be obliged to submit a claim for extension of time with due justification. The decision of the department on time extension shall be binding on the bidder. Necessary amendment to the work order in accordance with the granted time extension will be carried.

## **25. NON- TRANSFERRABLE**

The selected bidder shall not transfer any interest, rights, benefits or obligations under the assignment without the prior written permission from the authorized officer of the department.

## **26. CONFIDENTIALITY**

The selected bidder shall not use the Confidential Information provided by the department except for the purpose of providing the service as specified under this RFP. The vendor will be held responsible for any breach of confidentiality by its persons and shall be responsible for legal consequences.

## **27. TAXES & DUTIES**

All Taxes and duties payable in respect of execution of the assignment except the Service Tax shall be borne by the bidder. Service Tax shall be reimbursed by department on submission of valid documents and at the prevailing rates.

## **28. DISPUTES & ARBITRATIONS**

In the unfortunate event of any dispute or differences, breach and violation relating to the terms of the work order, the said dispute or difference shall be referred to the sole arbitration of the Arbitrator appointed by the department for the purpose. The award of the arbitrator shall be final and binding on both the parties. The adjudication of arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. All legal disputes are subject to the jurisdiction of courts in Bhubaneswar.

### **29.FORCE MAJEURE**

Neither the Agency nor the Authority shall be liable to the other for any loss or damage occasioned by or arising out of acts of God such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to invasion, the act of foreign countries, hostilities, or war-like operations before or after declaration of war, rebellion, military power which prevent performance of the assignment and which could not be foreseen or avoided by a prudent person.

### **30.INDEMNITY**

The bidder shall indemnify, defend and hold Department of Tourism and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided.

### **31.LIABILITY**

The Liability of the selected Agency in any case shall not be beyond the amount of fees payable to the selected Agency

## Annexure 1 – Cover Letter

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

To

Director Tourism  
Paryatan Bhawan, Lewis Road  
Bhubaneswar

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

Sir,

The undersigned having read and examined in detail all this RFP document for selection of the Agency, we attach hereto the response as required, which constitutes our proposal.

### 1. Technical Bid:

|    |                                                                                    |  |
|----|------------------------------------------------------------------------------------|--|
| 1  | Name of the Bidder Company                                                         |  |
| 2  | Address                                                                            |  |
| 3  | Name of the contact person to whom all references shall be made regarding this Bid |  |
| 4  | Designation of the person to whom all references shall be made regarding this Bid  |  |
| 5  | Address of the person to whom all references shall be made regarding this Bid      |  |
| 6  | Telephone (with STD code)                                                          |  |
| 7. | Mobile No. of the contact person                                                   |  |
| 8  | E-mail of the contact person                                                       |  |

- a. Having examined this Request for Proposal, we, undersigned, intend to provide in conformity with the said services to be rendered, conditions of contract and specifications.
- b. We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.
- c. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d. Until a formal LOI is prepared and executed, this tender document together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- e. The Bid submitted by us is properly sealed and prepared to prevent any subsequent alteration and replacement.

- f. We are not blacklisted by Govt. of India or States, or any Central or State PSU as on the date of submission of this Bid.
- g. We understand that you are not bound to accept the lowest or any Bid, you may receive.

This is to declare that all the information and statements made in the proposal are true and correct. It is understood that any misrepresentation of facts or figures contained in the proposal may lead to disqualification of the agency for consideration for the said proposal.

Dated this ..... day of ..... 2021

-----

Name and Signature of Authorized Signatory

## **Annexure 2 –Technical Bid**

Technical Bid consists of two envelopes (Part A and Part C) as mentioned in Clause No 9.

- **Technical Proposal shall contain the following on the letter head of the bidding agency**
  - Covering Letter: Format is given in Annexure 1
  - Bidder Company profile (To be given on company letterhead
  - Certified copy of Certificate of Incorporation and GST Registration Certificate of the Bidder Company.
  - Authenticated copy of audited balance sheet and income statement for last three years in support of annual turnover (FY 2017-18, 2018-19, 2019-20).
  - Details of the assignments supporting the eligibility as per format in Annexure 4.
  - A copy of each production pertaining to the submitted credentials in an external storage device
  - Undertaking against blacklisting declaration on the letter head of the company
  - Any other documents as may be required to complete the bid as per provisions of this RFP

### Annexure 3 – 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 for the Assignment:

|           |  |
|-----------|--|
| In Figure |  |
| In Words  |  |

The price quoted above is exclusive of applicable taxes and surcharges, and includes:

- All professional charges
- Logistics including travel, food, accommodation limited to one team visit per location. The reference point of cost calculation shall be onward Bhubaneswar.
- 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 Unit.*

Yours faithfully  
(Signature of the Authorised Signatory)

Date-----

Place-----

### **Annexure 4 – Details of Relevant Experience**

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

#### **Details of Relevant Experience**

|                                                                     |  |
|---------------------------------------------------------------------|--|
| <b>Name of Project</b>                                              |  |
| <b>Name of Client</b>                                               |  |
| <b>Project Value (INR)</b>                                          |  |
| <b>Start Date (mm/yyyy)</b>                                         |  |
| <b>Completion Date (mm/yyyy)</b><br>(Specify if Project is Ongoing) |  |
| <b>Project Scope of Work</b>                                        |  |

## Annexure 5 – Bank Guarantee

To,  
Director Tourism  
Paryatan Bhawan,  
Lewis Road,  
Bhubaneswar, Odisha - 751014

In consideration of Director Tourism, Department of Tourism acting on behalf of the Government of Odisha (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... having its office at .....(hereinafter referred as the "Agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. .... dated ..... valued at INR .....(Rupees .....), (hereinafter referred to as the "Agreement") Agency for conducting work as per tender/ RFP No. .... dated ..... and the Agency having agreed to furnish a Bank Guarantee amounting to INR ..... (Rupees ..... ) to the Authority for performance of the said Agreement.

1. We, ..... (hereinafter referred to as the "Bank") at the request of the Agency do hereby undertake to pay to the Authority an amount not exceeding INR..... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR ..... (Rupees ).
3. We, ..... (indicate the name of the Bank) do hereby undertake to pay the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.
4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly

discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR \*\*\* (Rupees \*\*\*\*\*) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 365 days after the date of this Guarantee)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ..... , 2021

(Signature, name and designation of the authorised signatory)

NOTES: (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch

## Annexure 6 – Bid Security Declaration

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

**Date:**

**To,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Bid Security Declaration for** \_\_\_\_\_

Sir,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be **blacklisted from bidding for any contract with Department of Tourism, Government of Odisha for a period of 3 years** from the date of notification if I am/ we are in breach of any obligation under the bid conditions, I/We

- a. have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by Department of Tourism, Government of Odisha during the period of bid validity (i) fail or refuse to execute the contract/ agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the subject RFP conditions.

The bid security declaration shall be valid for a minimum period of 180 days from the proposal submission due date or till the date of selection of the preferred bidder, whichever is later. On request from DoT, the Bidders would be required to extend the validity of the Bid Security Declaration on the same terms and conditions.

I/We understand that this Bid Security Declaration shall cease to be valid if I am/ we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful bidder; or (ii) thirty days after the expiration of the validity of my/ our Bid Proposal.

Yours Faithfully,

Signature of Authorized Person and seal

Name & designation:

Name of the Bidding Entity/ Firm

