

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

**EXPRESSION OF INTEREST
FOR
EMPANELMENT OF CREATIVE AGENCIES**



creating competence and values in rural Odisha

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

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

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Section – I Bidder's Data Sheet

Sl. No.	Particular	Details
1.	Name of the Client	Chief Executive Officer, ORMAS Panchayati Raj & Drinking Water Department, Government of Odisha
2.	Name of the Contact Person	Dr. Badal Kumar Mohanty, OAS (SB), Joint CEO, ORMAS Telephone No. 0671- E-mail – ormashq@gmail.com
3.	Joint Venture/Consortium	Not Allowed
4.	Date of Issue of Notice Website for downloading the EoI Document	10.07.2020 www.ormas.org
5	Last date for submission of Pre-bid queries through email to ormashq@gmail.com	18.07.2020 by 6 PM
6.	Date of Pre-Bid Meeting	20.07.2020 at 03:30 P.M.
7.	Last Date and Time for submission of Bid	31.07.2020 by 03:30 P.M.
8.	Date & Time for opening of EoI	31.07.2020 at 04:00 PM
9.	Technical Presentation by the Bidder	Will be intimated later on
10.	Declaration of the result for Empanelment	Will be intimated later on
10.	Bid Processing Fee (Non-Refundable)	1,000/-INR + GST-12 % = Rs. 1,120/- in shape of Banker's Cheque / Demand Draft in favour of "ORMAS" drawn in any scheduled commercial bank payable at Bhubaneswar
11.	Earnest Money Deposit (EMD) (Refundable)	Rs. 5,000/- (Rupees Five thousand) in shape of Banker's Cheque / Demand Draft in favour of "ORMAS" drawn in any scheduled commercial bank payable at Bhubaneswar
12.	Address for Submission of Bid	The Chief Executive Officer, ORMAS, SIRD & PR Campus, Unit-8, Bhubaneswar PIN-751012, Odisha Mode of Submission: Speed Post / Registered Post / Dropped in the Tender Box at ORMAS office only to the address as specified above during the office hours only. Submission of bid through other mode and late bid will be out rightly rejected.
13.	Place of Opening of Technical Bid:	Conference Hall of ORMAS, SIRD & PR Campus, Unit-8, Bhubaneswar


 Chief Executive Officer, ORMAS

Section – II

Objective and Scope of Assignment

Introduction:-

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

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

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

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

To bridge the gap between Government and people, ORMAS intends to empanel Creative Agencies for the Audio Visual Work.

Target Audience/ Stakeholders:-

- Rural India / Citizens
- Government Departments both at Centre & State
- NGOs & Civil Societies
- Academic Institutions
- Industry Bodies

Project Objectives:-

ORMAS intends to come up the Audio Visuals creatives for dissemination of information, promotion and publicity of the rural eradication schemes, its activities and other components to all the stakeholders. It is one of the best preferred medium for information dissemination in the rural development sector. The quality of the audio-visual creatives is a key factor in ensuring that the message is effectively communicated to the public and stakeholders with simple yet clear representation and content. With this objective in mind ORMAS intends to 'empanel' a resource pool of production agencies having experience and capability of producing excellent quality of audio-visual content.

Scope of Work:-

- Production of Audio-Video Documentaries
- Adaptation of the language version, content, characters, property, artists **(optional)**, outdoor shooting, language graphic animations etc. to ensure the regional look to the programme
- Detail scope of work for various sections of ORMAS is at Annexure-B

The following details the requirements further:-

- **Video Spot./Documentaries/ Telefilms:** Video Spot/ Documentaries/Telefilms are shot on HD Camera. This includes charges for script, detailed shot-by-shot storyboard (for Video-spots), location, travel outside the head quarter, models, anchors, shooting, editing, 2-D/3D animation/ 2D & 3D Character animation/all kinds of Graphics as required by Client , titling/sub-titling/text, music, voiceover, background effects, special effects,). Two Master Copies (both mixed and unmixed) in Digi Beta or DVC, for Client. In addition, all video-spots would be required to be submitted in suitable digital MPEG format at broadcast quality for delivery by internet. In addition to that, prior approval should be obtained for the script of the entire production from ORMAS.
- Custom made renderings and animations with actual high resolution videos shoots including aerial photography via drone camera to demonstrate complete details of the concept assigned.

Reimbursement of actual for journey beyond 200 kms: Journey could be undertaken by rail/ bus/ hired vehicle/etc. as per ORMAS norms. The producer, may, however, obtain prior permission of ORMAS for undertaking such journey and should submit supporting documents i.e. used tickets or bill for hiring vehicles etc to support their claim.

Language Version: The language version would include besides dubbing, regional content, characters, property, artists, outdoor shooting in regional locations, language graphic animations etc. to ensure regional look to the programme. The final submission shall be in the form of a documentary/ animated movie / virtual tour with VFX effects and voice over in Odia and English languages.

Labelling: Each DVD/CD and its cover should be properly labelled mentioning title of spot / programme, subject, duration, language, name of client/production agency and year of production.

Section – III

Bidding terms and Qualification Criteria

Terms and Conditions Under EoI:

- The agencies will abide by the terms and conditions laid down herewith and any other condition prescribed by ORMAS from time to time in fulfillment of its objective.
- This Empanelment would not in any way mean that ORMAS would be paying any retainer ship fee or monthly consultancy charges or any other form of remuneration to the empanelled agencies.
- ORMAS shall retain the absolute copyright and all such production related rights including the rights for adaptations translation, reproduction, alteration and archiving without any restriction of time period of all such creative and their inputs which might be produced by the agency for executing a work. Such creative could be used in any such future campaigns that the Government may consider appropriate.
- The empanelled agencies by agreeing to these Terms and Conditions shall be liable to for penalty as per the terms of this contract in the event of their failing to adhere to them.
- This EOI is not an offer and is issued with no commitment. The Client reserves the right to withdraw the EOI and change or vary any part thereof at any stage and also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- The Client reserves the right to withdraw this EOI if it determines that such action is in the best interest of the Government.
- Timing and sequence of events resulting from this EOI shall ultimately be determined by the Client.
- No oral conversations or agreements with any official, agent, or employee of the client shall affect or modify any terms of this EOI and any alleged oral agreement or arrangement

made by a bidder with any department, agency, official or employee of the client shall be superseded by the definitive agreement that results from this EOI process.

- Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against the client or any of their respective officials, agents, or employees arising out of, or relating to this EOI or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- Applicants, those are found to canvass, influence or attempt to influence in any manner the qualification or selection process, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- Each applicant shall have to submit only one EOI as per the prescribed format.
- By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this EOI, including all forms and annexure hereto, and has fully informed and agreed itself as to all existing terms, conditions and limitations.

Evaluation Of Eligibility Criteria :

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

Eligibility Criteria :-

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

Sl. No	Eligibility Criteria	Documents required
1.	The Agency must be registered in India as a Limited Company/ Partnership/ Sole Proprietorship under relevant acts and must be in business for last 3 years from the date of incorporation on last date of the submission of proposal.	1. Proof of Certificate of Incorporation / Registration of the Agency 2. Copy of PAN 3. Copy of Goods and Services Tax Identification Number (GSTIN).
2.	The agency should have an average annual turnover of Rs.20 lakhs from <u>Creative Work i.e. designing/production of creative/commercials for TV, Radio, Print, Online, outdoor etc.</u> during the last 3 financial years (2016-17, 2017-18 & 2018-19) .	Copies of audited balance sheet for the last three financial years and CA certificate certifying that the Creative agencies should have an average annual turnover more than Rs 20 lakhs during the last three financial years from creative work. Format Enclosed at Annexure-- (Audited financial statements verified by Chartered Accountant indicating his/her membership no. on his seal)

3.	The bidder should have local office in Odisha.	Valid Address Proof (Copy of Telephone Bill/ PAN/ Electricity Bill/ Rent Agreement etc.)
4.	Experience of having successfully completed similar works during last three years (17-18 & 18-19 & 19-20), should be either of the following. i. Three Similar assignments costing not less than the amount equal to Rs 2.00 Lakhs (Rupees twenty Lakhs.) OR ii. Two similar assignments costing not less than the amount equal to Rs. 3.00 Lakhs (Rupees Twenty five Lakhs) OR iii. One similar assignments costing not less than the amount equal to Rs. 4.00 Lakhs (Rupees Forty Lakhs.)	Work orders/ Contract Document / Completion of Work Certificates from the previous clients to be submitted. Soft copies of the completed assignments should be enclosed in the proposal in a CD/DVD. Project name should be superscripted over the CD/DVD. <i>(Similar Assignments like documentary films/ corporate films/ viral videos/ animated films/ Television Commercials)</i>
5.	The bidder should not have been blacklisted by Central / State Govt. Institutions for any means of non obligation.	Self Declaration from the Bidder as per the format enclosed at Annexure-C.
6.	Bid Processing Fee (Non-Refundable)	1,000/-INR + GST-12 % = Rs. 1,120/- in shape of Banker's Cheque / Demand Draft in favour of "ORMAS" drawn in any scheduled commercial bank payable at Bhubaneswar
7.	Earnest Money Deposit (EMD) (Refundable)	Rs. 5,000/- (Rupees Five thousand) in shape of Banker's Cheque / Demand Draft in favour of "ORMAS" drawn in any scheduled commercial bank payable at Bhubaneswar

Documents to be submitted:-

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

- Filled in Bid Submission Check List in Original (**Annexure-A**)
- Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the tender process. (with
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
- Copy of Certificate of Incorporation/ Registration
- Copy of PAN.
- Copy of Goods and Services Tax Identification Number (GSTIN).
- General Details of the Bidder(**TECH – 2**)
- Financial Details of the bidder (**TECH – 3**) along with all the financial statements (Balance Sheet etc.) duly signed as per the instruction.
- List of completed assignments of similar nature (Past Experience Details, **TECH – 4**) along with copies of contracts / work orders / completion certificate from previous clients.
- ***Documents and other details for purpose of technical evaluation (CD/DVD/ Pendrive for the purpose of AV materials)***
- Award and Recognition of the Bidder and details of equipments (**TECH – 5**)

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

Earnest Money Deposit (EMD) :-

The bidder must furnish an Earnest Money Deposit (EMD) amounting to Rs. 5,000/- (Rupees five thousand only) in shape of DD/BC from any scheduled commercial bank in favour of “**ORMAS**” payable at Bhubaneswar. The EMD of unsuccessful bidders shall be refunded after finalization of the empanelled list. The EMD will be forfeited on account of the following reasons:

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

Performance Security :-

The successful bidder must furnish an Performance Security amounting to Rs. 1,00,000/- (Rupees One lakhs only) in shape of DD/BC from any scheduled commercial bank in favour of “**ORMAS**” payable at Bhubaneswar. The performance security of successful bidders shall be refunded after the expiry of the tenure for empanelment.

Language of the Proposal :-

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

Pre-Bid Clarification Pertaining To This Document:-

An interested Agency, requiring any clarification on the EOI Document, shall notify ORMAS in writing and send it by e-mail (ormashq@gmail.com) indicated in the EOI document. All the queries may be sent one day prior to the pre-bid meeting. The queries shall be answered in the meeting and the clarifications shall be uploaded on the website.

Any clarification issued by ORMAS in response to query raised by interested Agencies shall form an integral part of EOI document and it may amount to an amendment of relevant clauses of the EOI document.

Disqualification:-

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

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

Submission of Bid :

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

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

- i) **NAME OF THE ASSIGNMENT:**
- ii) **EOI NOTICE NUMBER AND DATE:**
- iii) **DEADLINE FOR SUBMISSION OF BID:**
- iv) **NAME, ADDRESS AND CONTACT NUMBER OF THE BIDDER:**
- v) **CONFIDENTIAL/ OPEN ONLY BEFORE THE COMMITTEE (Extreme Right hand Side of the Envelope)**

Section – IV

Evaluation and Empanelment Procedure

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

Evaluation process:

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

- The selection of agencies will be based on the evaluation of the technical bids by the Evaluation Committee.
- **Technical Evaluation:** The technical evaluation will be done on the basis of following criteria as per document submitted and technical presentation. The agency is expected to submit the following (as given in table below, both hard and soft copies). Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.
- The qualifying score will be 70 marks out of 100. Firms who qualify in the technical evaluation will be ranked on the merit basis. *Ranking will be used only when the two or more empanelled bidders have quoted the same lowest price in the financial bid for a specific work.*
- **A total of 5 (five) agencies will be empanelled for one year initially which may be extended further based on the performance and contract renewed maximum up to 3 (three) years.**

Table-A

Sl. No.	Type	Maximum Marks
1.	Best Film samples (Government/ Industry Bodies/ Corporate/ NGO) in the last three years. (Max – 5 marks for each film) (Work Order/ Contract copies must be furnished on the basis of which marking shall be awarded) *Note: Renewal shall be taken as one work order/ contract only. (Details to be furnished in Tech-4)	30

2.	Turnover (last 3 financial years): Average annual turnover of the last three consecutive financial years along with audited balance sheet & P/L statement of last three consecutive financial years) >20 lakh <25 lakhs: 5 marks >25lakh<30 lakhs: 7.5 marks >30 lakh: 10 marks	10
3.	Awards won by the creative team on production/ duration for state (either recognized from Govt. or private) (5 mark for each award)	10
4.	Expertise of Multi-lingual Films/AVs produced (including dubbing/ re-production)- - Bi-lingual – 2 marks for each AV maximum up-to 4 marks Additional Marks - - Odia, Hindi & English – 3 marks for each AV maximum up to 6 marks	10
5.	Technical Presentation	40
6.	Total	100
	Qualifying Marks	70

Empanelment:-

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

Allocation of Work:-

- The empanelment shall be initially for one year from the date of accepting the terms and conditions by the empanelled agencies **which may be extended further based on the performance and contract renewed maximum up to 3 (three) years.** ORMAS reserves the right to extend the same on yearly basis up to one additional years based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. ORMAS shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason

The ORMAS will give a brief (Scope of work) to the agencies and invite Concept note/creatives /Script from the empanelled agencies for specific assignments.

ORMAS reserves the right to award the work to any of the empanelled agencies, based on the merit of their credentials (Ideas, Creatives, execution plan etc).

Financial bid will be as per the latest circular issued by I&PR Department, Government of Odisha from time to time (upper limit).

As and when required, ORMAS will ask for price bid from the empanelled agencies within respective categories. The terms and conditions of submission of price shall be provided along with Invitation to Bid. The work shall be awarded based on the price bids received in accordance with the terms and conditions mentioned in the Invitation to Bid. Maximum Price Bid will be as per the latest circular issued by I&PR Department, Government of Odisha from time to time.

- The selected agency shall not assign the project to any other agency to perform its obligation under the agreement.
- ORMAS may at its own discretion may allocate work to more than one agency at a time depending on the quantum, nature and criticality of work.
- All AV materials shall be delivered as a HD mixed Master(Digital file format) HD unmixed Master [Clean non texted versions of the film including Supers or Names and Designations, Graphics, Maps, Titles (including opening title sequence) should be placed after the end of the program. One DVD copy of the master with all versions. Footage to be delivered on a HDD having USB 2.0/Fire Wire Port/ Hard drive properly labelled for easy understanding.
- All aspects of the production i.e., Camera, Sound, Light, Grip Equipment Transportation & Logistics, Creative and Technical personnel, Director; Post-production-Editing, Music, Voice Over, Graphics, Translation, Dubbing and Mastering or any other arrangements to be made in order to deliver a final film as per the prescribed.
- In case, the ORMAS does not find the creative of the agency up to its satisfaction, ORMAS may ask the agency to make changes (including shoot) upto five times/ or till satisfaction. Even after providing reasonable opportunity, if agency fails to perform, then ORMAS reserves its right to get it done from any other empanelled agency/agencies for which the agency will have no obligation and not raise any dispute in this context, at any point of time.
- ORMAS will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concepts/designs prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.
- In case, when the time period is too short to get the design/**video** prepared from all the empanelled agencies or any other exigencies, the job may be entrusted to any of the empanelled agencies or any other agency which ORMAS deems fit to meet the deadline.

Section – V

General Terms and Conditions

Penalties:-

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

- Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- Delays in deliverables
- Not assigning adequate resources in time
- Not engaging resources on a dedicated basis, even when required
- Assigning resources that do not meet the client's requirements as per the approved time schedule or the quality of deliverable.

Payment Schedule:-

For all kinds of production jobs no advance payment shall be made. Payments will be made only after satisfactory completion and certification by the concerned section nodal officer (Joint CEO/ Deputy CEO) of each job and on submission of authenticated bills to ORMAS.

Validity of the Proposal:-

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

Conflict of Interest:-

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

Confidentiality:-

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

Fraud & Corruption:-

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

- a. Defines, for the purposes of this provision, the terms set forth as follows:
- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of ORMAS or any personnel of Agencies in contract executions.
 - ii. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to ORMAS and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive ORMAS of the benefits of free and open competition;
 - iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution contract.
 - iv. "Collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - v. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
 - vi. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.
- b. Will reject a proposal for award, if it determines that the Agency recommended for the award of the Creative Campaign, has been determined by ORMAS to having been engaged in corrupt, fraudulent or unfair trade practices.
- c. Will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

Change Orders:-

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

Delivery of Documents:-

As per the time schedule agreed between the Parties for specific projects given to the empanelled Agency from time to time, the Agency shall submit all the deliverables on due date as per the delivery schedule. The Agency shall not without ORMAS prior written consent disclose the Contract, video to any person other than an entity authorized by the ORMAS for the performance of the Contract. In case of termination of the Contract all the documents used by Agency in the execution of project shall become property of ORMAS.

Copyrights/ Intellectual Property Rights:-

Copyrights and other intellectual property rights in all materials, ideas and work or any kind generated by the activities of the Agency performed hereunder shall vest in ORMAS, to the extent copyright belongs to the Agency, provided that ORMAS has paid the Agency for its services.

Applicable Law:-

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

Disputes:-

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

Assignments:-

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

Termination & Withdrawal:-

- a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- b. ORMAS reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
 - i. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant' organization
 - ii. Information provided to ORMAS is found to be incorrect;
 - iii. Empanelment conditions are not met within the specified time period;
 - iv. Misleading claims about the empanelment status are made;
 - v. Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;
- c. If the agency does not execute the contract to the satisfaction of the ORMAS then the ORMAS may invoke any or all of the following clauses.
 - i. Forfeit the Performance Guarantee Amount
 - ii. Terminate the contract without any liability of ORMAS towards the empanelled agency.

Indemnity:-

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

Section - VI

TECHNICAL BID SUBMISSION FORMS

TECH -1

COVERING LETTER

(ON BIDDERS LETTER HEAD)

[Location, Date]

To:

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

Sub: Empanelment of Creative Agencies for ORMAS- 2020-21.

Ref:- EoI No. _____ dated _____, ORMAS, Bhubaneswar

Dear Sir,

I, the undersigned, offer to participate in the selection process for **"EMPANELMENT OF CREATIVE AGENCIES FOR ORMAS - 2020-21"** in accordance with your **EXPRESSION OF INTEREST** Notice No.: _____, dated _____.

I attach hereto the response as required by the EoI, which constitutes our proposal.

The details of the Contact Person on behalf of the bidder are given below:

Name	
Designation	
Address for Communication	
Mobile No.	
E-mail Id	

I confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to client is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its empanelment process.

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

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

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of the Bidder: _____

TECH -2

Bidder's Organisation (General Details)

Sl No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount : BC/DD No. : Date: Name of the Bank:	
7	EMD Details Amount : BC/DD No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Details of the Organizational Capability	(Please attached a separate sheet describing the manpower and infrastructure details availability with the bidder) . Manpower details should include this basic information i.e. age, qualification, experience (in years), notable skills and achievements
11	Accept all the terms and conditions as specified in the EXPRESSION OF INTEREST	YES

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

TECH -3

Bidder Organisation (Financial Details)

(To be furnished in the letter head of the Auditor/ Chartered Account)

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

Financial Information in INR

Details	FY 2016 -17	FY 2017-18	FY 2018 -19
Annual Turnover from Creative Agencies (In Rupees)			
Average Annual Turnover (for the above three years) in Rupees ----->			

Supporting Documents:

Audited certified financial statements for the last three FYs (**2016-17, 2017-18 & 2018-19**) (Submission of copies of Profit/ Loss Account and Balance Sheet for the respective financial years is mandatory along with this form). **Provisional Statement of account** shall not be considered.

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the EoI failing which the

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

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

(BIDDER'S PAST EXPERIENCE DETAILS)

(Previous Assignment Details in last 3 years)

1. Where assigned for the creation of video documentation work

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

Note: Bidders are requested to furnish the list of the assignments undertaken during the last 3 Financial Years (16-17, 17-18 & 18-19) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate / Empanelment Letter from the previous Clients need to be furnished along with the above information. Bidders are requested to attach at least 5 best creative videos from each assignment.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

Bidder's Organisation (Awards/ Recognition & Equipments details)

1. Details of the Awards/ recognition Received (If Any)

-
-
-
-
-
-

2. Do you have the appropriate computerized scanning, processing or HD Camera facilities at Odisha: Yes/ No (Strike out which is not appropriate).

If, yes, furnish the details in the table mentioned below:

Sl. No.	Details of the Equipments	Details of Software

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

ANNEXURE-A
BID SUBMISSION CHECK LIST

S/no	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID			
(PART – A)(ORIGINAL)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. 1,120/- in form to DD/ BC		
4	EMD of Rs. 5,000/- in form of DD/BC		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	General Details of the Bidder (TECH - 2)		
9	Financial details of the bidder (TECH – 3) along with all the supportive documents such as copies of Income-Expenditure Statement and Balance Sheet for the concerned period		
10	List of completed assignments of similar nature (Past Experience Details) (TECH – 4) along with the copies of work orders for the respective assignments/ empanelment letter (Soft copies of creative works in CD/DVD/Pendrive)		
11	Awards/ Recognition & Equipment details (TECH – 4)		
12	Undertaking for not have been black-listed by any Central / State Government/any Autonomous bodies during its business career.		
13	Details of Manpower along with their CVs		

Undertaking:

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Signature : _____

ANNEXURE-B

SCOPE OF WORK

Activities	Duration (In Minutes)	Nos. Of Units (Tentative)
Skill (DDU-GKY)		
Creating awareness of rural youths through Skill Development Co-ordinator (SDC) at Village/ Gram Panchayat / Block level about DDU-GKY Scheme.	2-5 minutes	1
Sector and Trade wise video – Inside and Outside state shooting	2-5 minutes	1
Best Practices (Training Centre) in Odisha	2-5 minutes	1
Skill Icon or Skill Ambassador of Odisha	2-5 minutes	1
Post Placement Support to the placed candidates and Migration Support Centre established by ORMAS (Outside State shooting)	2-5 minutes	1
Placement (ORMAS presentation to Companies) (Outside State shooting)	2-5 minutes	1
Overall about DDU-GKY for presentation	2-5 minutes	1
Rural Mason Training		
Rural Mason Training Imparted by different Training Partners in Odisha	2-5 minutes	1
Livelihoods		
Livelihoods Activities through NRLM/ NRETP/ NRuM	2-5 minutes	1
Marketing		
Mango:- Pre-harvest Management (Caring of Mango Plants, Spray, mulching etc.) ; Maturity Test of Mango ; Training of Mango Farmers ; Plucking, Grading and Sorting ; Packaging, Transportation ; Feedback from Farmers (District to be covered – Mayurbhanj, Bolangir, Rayagada, Koraput, Sambalpur)	2-5 minutes	1
Turmeric Spice at Kandhamal and Jackfruit	1-2 minutes	1
Mask and Vegetable selling during Covid-19 (only post preproduction part)	1-2 minutes	1
Best Practices (4-5 activities of districts) – Agarbatti & Shakti Gaon	2-5 minutes	1
Golden Grass and Handicrafts	3-5 minutes	1
A journey towards successful organisation of Exhibitions at National/ State and District Level	2-5 minutes	1
Overall about Marketing for Corporate Tie-Up (only post production part)	2-5 minutes	1
About ORMAS		
Overall about ORMAS (DDU-GKY/ Livelihoods / Marketing/ Mason etc.) to be used for presentation at any National Level Workshop/ Seminars/ Hon'ble Ministers/ Heads of different Departments of Government of Odisha/ Industry Bodies etc.	2-5 minutes	1

ANNEXURE-C

FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

Affidavit

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

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

Dated thisDay of....., 2020....

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Signature : _____