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# ଓଡ଼ିଆ ଭର୍ଚୁଆଲ ଏକାଡେମୀ

ପଞ୍ଜୀକରଣ ସଂଖ୍ୟା : ୨୭/୧୮୨୦୧୮୦୦୦ ୧୭ -୨୦୧୮-୨୦୧୯

ଇଲେକ୍ଟ୍ରୋନିକ୍ସ ଓ ସୂଚନା ପ୍ରଯୁକ୍ତି ବିଦ୍ୟା ବିଭାଗ, ଓଡ଼ିଶା ସରକାର, ଭୁବନେଶ୍ୱର

ମାର୍ପତ୍ତି: ଓକାଲ୍ ବିଲ୍ଡିଂ, ଏନ-୧/୭-ଡି, ଆଚାର୍ଯ୍ୟବିହାର ଛକ, ଭୁବନେଶ୍ୱର – ୭୫୧୦୧୩

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## CORRIGENDUM

### Revised RFP (Tender) Schedule

#### **Request for Proposal (RFP) for Selection of Agency for Production of Audio Visual Films and Audio Stories**

**RFP No. - OVA-OVAO-OPS-0009-2022-349, Dated 21-04-2023**

1. Last Date and Time for Submission of Bid Documents: 01.06.2023 by 5 PM
2. Date and Time of Opening of Pre-Qualification Bid (PQ): 02.06.2023 by 5 PM
3. Date and Time of Opening of Technical Bid(TB): 03.06.2023 at 12:30 PM
4. Opening of Commercial Bid – 03.06.2023 at 4:30 PM

**P:N - Other terms and conditions of the RFP will remain unchanged.**

# **Request for Proposal (RFP) for Selection of Agency for Production of Audio Visual Films and Audio Stories**

**RFP No. - OVA-OVAO-OPS-0009-2022-349, Dated 21-04-2023**



**Odia Virtual Academy, N-1/7-D, Acharya Vihar, PO- RRL,  
Bhubaneswar – 751013, EPBX:**

**0674-2567280 / 2567064 /2567295 / 256728**

## 1. Disclaimer

1. The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Odia Virtual Academy (OVA) Odisha, or any of its employees, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not aim to hold all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Odia Virtual Academy (OVA) Odisha and its employees to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. Odia Virtual Academy (OVA) and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Client Department also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the Bidding Documents.
3. Information provided in the RFP Document to the Bidder(s) is 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. OVA/Client Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The issue of this RFP Documents does not imply that the OVA/Client Department is bound to select a Bidder or to appoint the Selected Bidder or Service Provider for the Project and the OVA/Client Department reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
5. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, uploading, expenses associated with any demonstrations or presentations which may be required by OVA/Client Department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the OVA/Client Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct



or outcome of the Selection process. OVA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## 2. Preparation of Bids

6. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
7. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
8. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats.

## 3. Important Dates & Information

Information	Details
Bid Inviting Authority	Odia Virtual Academy (OVA), N-1/7-D, Acharya Vihar, P.O.- RRL, Bhubaneswar - 751013
Correspondence Address	The Secretary, Odia Virtual Academy (OVA) (Technical Directorate of I.T. Dept, Govt. of Odisha) N-1/7-D, Acharya Vihar, P.O.- RRL, Bhubaneswar - 751013
RFP Name	RFP for Selection of Agency for Production of AV Films (80 Nos) for 18 minutes each.
Bid Reference No. and Date	RFP No. - OVA-OVAO-OPS-0009-2022-349, Dated 21-04-2023
Non-Refundable RFP Document Fee	Rs, 5,600/- (inclusive of 12% GST) (Rupees Five Thousand Six Hundred Only) in the form of Demand Draft drawn on any Nationalized Bank or Scheduled Commercial Bank in favor of "Odia Virtual Academy", payable at Bhubaneswar.
EMD	Rs. 3,00,000/- (Rupees Three lac Only) in the form of Demand Draft drawn on any Nationalized Bank or Scheduled Commercial in favor of "Odia Virtual Academy", payable at Bhubaneswar.
Availability of Bid Document in the website	<a href="http://www.oa.gov.in">www.oa.gov.in</a> , <a href="http://www.odisha.gov.in">www.odisha.gov.in</a>
Last date for receiving queries	28/04/2023
Date and Time of Pre-bid Conference	29/04/2023
Issue of Corrigendum (if Required)	01/05/2023
Last Date and Time for Submission of Bid document	11/05/2023
Date and Time of opening of Pre-Qualification Bids (PQ)	12/05/2023



Date and Time of opening of Technical Bids (TB)	15/05/2023
Opening of Commercial Bid (CB)	15/05/2023

#### **4. Scope of Work for Production of Audio-Visual Films**

1. Production of Forty (40) Audio Visual Films of duration 20 minutes approx. (+/- 2 min), on Odisha's Heritage Properties.
2. The total no. of sites shall be 40 nos. shortlisted by OVA, basis which the 40 Audio Visuals are to be prepared.
3. The scope of work shall include basic research, script preparation (content will be provided), high quality videography at respective locations, bytes from relevant individuals, and turnkey editing and audio-visual production.
4. The shortlisted agency will have to travel to these shortlisted sites with its equipment and manpower, and conduct the required shoot, bearing all said expenses on its own.
5. The bidder must have its own in-house production house based in Odisha.
6. The work should be executed under the able Direction and Guidance of an in-house Acclaimed and Award-Winning Filmmaker.
7. International & Domestic Awards and Accolades won by the In-house Director shall get preference during selection of bidders.
8. The bidders shall develop overall concept of the Audio-Visual Films.
9. The bidders shall Submit detailed work plan with timeline, and team involved in the execution of work.
10. The bidders shall develop script of the videos based on the raw content and briefing provided by OVA.
11. The selected bidder shall use 4K quality professional video camera setups and must have its own professional crew and post-production studio in Odisha.
12. The shortlisted agency shall edit the footage in line with the script agreed and approved by OVA nodal person and produce a professional quality package.
13. Submission of final approved audio-visuals in 4K quality.
14. The above work shall be completed within Eighteen (18) months' time, starting from the date of award of work.

##### **4.1 Production of 500 Audio Stories**

15. A total no. of 500 Books to be provided by OVA, which will have to be completely produced as 500 unique Audio Stories (Voiceover commentary/narration).
16. Voice-over will be in Odia/English (Male/Female) as per OVA requirements.
17. Music to be added as and when required (Free Source).



18. Audio Stories to be finally approved and submitted as a complete story, as well as a designated number of parts as per OVA requirements

## 5. Pre-Qualification/Eligibility Criteria

Following table describe the pre-qualification criteria. A bidder participating in the bidding process shall possess the following minimum pre-qualification/ eligibility criteria. Any bidder failing to meet the stated criteria shall be summarily rejected and will not be considered for Technical Evaluation.

Sl. No.	PQ Criteria	Description of the Criteria	Documents to be Submitted
1	<b>Legal Entity</b>	The bidder must be a company registered in India under Indian Companies Act 1956/2013, since last 7 years as on 31st March 2022. The bidder must have GST registration in Odisha & up- to-date Income Tax Return, PAN Number as on 31st March, 2022.	a. Valid copy of certificate of incorporation and registration certificates. b. Copy of GST registration. c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.
2	<b>Turnover</b>	Bidder should have had an average turnover of at least INR 3 Crores from the last 3 Audited financial years	- Audited Balance Sheets - CA Certificate
3	<b>Experience of Promotional Films for Odisha Government</b>	In the last three years, the bidder should have experience in production of promotional films/documentaries/Short Film/TVC's/TV Series for State or central Govt. departments/ PSUs/International Organizations & at least 1 of them should have the value of minimum Rs. 25 lakhs or above	Copies of Work Order or Agreements
4	<b>Blacklisting</b>	The Bidder firm should not been blacklisted by any competent authority of a government department, government undertakings, local bodies, authorities	Self-certificate letter undertaking to this effect on company's letter head signed by authorized Signatory



5	National & International Awards	The agency or its director must have won at least 3 National/International Awards in the field of Film making.	Award Copies to be attached
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**Note:**

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of GST
- b. Bidding in the form of a consortium is NOT allowed

## 6. Instruction to Bidders

- 6.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
  - 6.2 The tender documents shall be available on the state e-procurement portal ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) and the website of OVA. There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
  - 6.3 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
  - 6.4 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- ## 6.5 Tender Paper Fee
- 6.5.1 The Bidder shall pay to OVA a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.
  - 6.5.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.



## 6.6 Earnest Money Deposit (EMD)

- 6.6.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.
- 6.6.2 Mode of Payment: The EMD shall be payable in shape of Demand Draft from any nationalize bank/scheduled commercial bank in favour of Odia Virtual Academy payable at Bhubaneswar. For the avoidance of doubt, it is clarified that OVA shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.
- 6.6.3 Return of EMD: The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
- 6.6.4 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 6.6.5 The EMD of the Selected Bidder shall be returned upon the Selected Bidder furnishing the Performance Security.
- 6.6.6 **Forfeiture of EMD:** The EMD shall be forfeited and appropriated by OVA as a genuine pre-estimated compensation and damages payable to OVA for, inter alia, the time, cost and effort of OVA without prejudice to any other right or remedy that may be available to OVA hereunder, or otherwise, under the following conditions:
- I. If any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time evaluation process; during the bid.
  - II. If the Selected Bidder fails to acknowledge and return to OVA a signed copy of the LoA or Agreement within the timeframe allowed by OVA.
  - III. If the Selected Bidder fails to submit the Performance Security within the timeframe allowed by OVA;
  - IV. If a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in RFP;
  - V. If the Bidder has otherwise committed any breach of the terms of this Bid document;
  - VI. In case the Selected Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be;
  - VII. In case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;



- 6.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.
- 6.8 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180(one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OVA. Under exceptional circumstances, OVA may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OVA to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.
- 6.9 Issue of clarifications: Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OVA. The responses to the queries received shall be published by OVA on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.
- 6.10 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, OVA may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum / amendment to the tender documents, which shall be available for download on its website and also on the e- procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OVA discretion also may at its own extend the Bud Due Date
- 6.11 **Extension of Bid Due Date:** OVA may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.
- 6.12 **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents, including the proforma agreement;
  - ii) received all relevant information requested from OVA;
  - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OVA relating to any of the matters related to this tender or otherwise;
  - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OVA) and performance of all of its obligations there under;
  - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OVA;
  - vi) agreed to be bound by the undertakings provided by it under and in terms; and OVA shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account



of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OVA.

- 6.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, OVA reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further OVA reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OVA's action. Decision of OVA shall be final and binding in this regard. OVA reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 6.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 6.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 6.16 **Techno-Commercial Bid:** Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- I. Documents Supporting Eligibility Criteria
  - II. Techno-Commercial Bid checklist as per
  - III. Mandate Form for Bank payment through e-mode
  - IV. Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format
- 6.17 **Material deviation:** Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:
- I. The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- 6.18 The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document
- 6.19 It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);



- 6.20 The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- 6.21 The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- 6.22 The bid submitted by the Bidder is not valid for the minimum bid validity period.
- 6.23 It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.
- 6.24 OVA may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OVA may request that the Bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OVA by the date specified therein, may result in the rejection of its Bid. OVA, however, is not bound to waive such non-conformity under this Clause.
- 6.25 **Bid preparation cost:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OVA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OVA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 6.26 **Opening of Techno-Commercial Bids:** The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 6.27 **Evaluation of Techno-Commercial Bids:**
- I. The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviation, objections, conditionalities or reservations.
  - II. A Techno-Commercial Bid which is not substantially responsive may be rejected by OVA , and may not subsequently be made responsive by the Bidder by correction of the material deviations.
  - III. If required, OVA may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non-submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum (three) working days' time period for uploading on the e-procurement portal/submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related



to the EMD. No modification of the bid or any form of communication with OVA or submission of any additional documents, not specifically asked for by OVA will be allowed and even if submitted, they may not be considered by OVA.

- 6.28 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria and other requirements of the tender, such as submission of all the requisite documents.
- 6.29 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria, and which receive Technical Marks of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.
- 6.41 The Technical Scoring Criteria is specified below:

S.no.	Criteria	Marks	Evaluation Basis
1	Experience in last 3 years (Financial year 18-19, 19-20 & 20-21) or current fiscal in Production of Audio Visual Film for Govt. departments	20	Orders recd directly from State or Central Govt. Departments/ PSUs/International organizations (Single Orders of value Rs. 25 Lakh or more) 5 Orders or more: 5 marks 10 Orders or more: 10 marks (Single Orders of value Rs. 50 Lakh or more) 3 Orders or more: 5 marks 5 Orders or more: 10 marks
2	Experience of Audio Visual related project works in Odisha	10	Projects assigned by Govt. Deptts in Odisha Over 40 orders – 3 marks Over 70 orders – 6 marks Over 100 orders – 10 marks
3	Approach & Methodology and Work Plan: The bidders who qualify in the minimum conditions of eligibility shall also be called for a presentation on their approach/methodology and work plan as mentioned in their bid.	30	Concept : 10 Marks Treatment of the Subject : 10 Marks Methodology and Work Plan : 10 Marks
4.	Average annual turnover of the Firm in financial year 2018 – 19, 2019-20 and 2020 – 21	10	>>Rs. 2 crores: 5 Marks >>Rs. 5 crores: 7.5 Marks >>Rs. 7.5 crores: 10 Marks
5.	Prominent National/International Awards Won in the field of Filmmaking	10	10 Awards or more: 4 Marks 20 Awards or more: 7 Marks 30 Awards or more: 10 Marks
6.	Financial Proposal	20	20 marks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest price.

Bidders must score a minimum 60 points to be considered technically compliant and in order for the Financial Proposal to be opened.



## 6.42 Opening and Evaluation of Price Bids

6.42.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, The lowest Price Bid as determined in terms of the paragraph above shall be assigned a Financial Score, Fs of 100. All the other Price Bids corresponding the techno-commercially acceptable bids shall be assigned a Financial Score, Fs based on the following formula :

$$Fs = \frac{100 \times \text{Lowest Price Bid received Amount of the Price Bid}}{\text{Amount of the Price Bid}}$$

6.43 Selected Bidder: For each techno-commercially acceptable bid, the bid with the highest Technical Marks shall be assigned a Technical Score, Ts of 100. All the other Technical Scores, corresponding the corresponding the techno-commercially bids shall be assigned a Technical Score, Ts based on the following Formula :

$$Ts = \frac{100 \times \text{Technical Marks}}{\text{(Highest Technical Marks obtained by any bidder)}}$$

Then the combined score, S shall be calculated as follows :

$$S = Ts \times (70\%) + Fs \times (30\%)$$

The Bidder who achieves the highest Combined Score shall be the Selected Bidder.

OVA reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Selected Bidder may be forfeited by OVA. In such a case, OVA reserves the right to approach the technically qualified Bidder(s) who has the next highest Combined Score, S. In case the Price Bid of such Bidder is higher than the Price Bid of the original Selected Bidder, and OVA may ask such Bidder(s) to match the Price Bid of the original Selected Bidder and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder.

### 6.44 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have the same Combined Score, the Bidder with the highest Technical Score shall be considered as the Selected Bidder.

6.45 **Signing of Agreement:** Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Selected Bidder, failing which the Performance Security shall be forfeited and appropriated by OVA. In such a case, OVA reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of the RFP. Upon signing of the Agreement, the Selected Bidder shall be considered to be the



“Successful Bidder”. Post signing of the Agreement, OVA shall issue Service Order(s) to the Successful Bidder.

**6.46 Performance Security:** The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Selected Bidder shall submit the Performance Security at the Head Office, OVA upon issue of LoA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Security shall be valid for the entire contract period. The Performance Security shall be released on completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by OVA designated officer/key contact for this contract

## **7 Pre-bid Meeting & Clarifications**

### **7.1 Pre-bid Conference**

- a) A pre-bid conference will be scheduled by OVA to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be published on the respective websites as Pre-bid clarifications.
- b) A pre-bid meeting will be held through online only. Only the prospective bidders who have deposited the RFP document fee shall be allowed to participate in the Pre-bid meeting.
- c) The web-link of Pre-bid meeting shall be shared through the mail to the prospective bidders those have submitted the pre-bid queries along with proof of payment of RFP document fee.
- d) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the below email id on or before the prescribed date as mentioned in "Important Dates and information" section of this RFP.
- e) Pre-Bid Queries to be sent to [gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in) with a copy to [contact-ova@gov.in](mailto:contact-ova@gov.in).
- f) OVA shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by OVA.

### **7.2 Responses to Pre-Bid Queries and Issue of Corrigendum**

- a) The Nodal Officer notified by the OVA will endeavor to provide timely response to all queries. However, OVA neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OVA undertake to answer all the queries that have been posed by the bidders.



- b) At any time prior to the last date for receipt of bids, OVA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on [www.OVA.in](http://www.OVA.in) and [www.odisha.gov.in](http://www.odisha.gov.in).
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OVA may, at its discretion, extend the last date for the receipt of Proposals.

### 7.3 Amendments to RFP Document

At any time prior to the deadline for submission of Proposal, OVA reserves the right to modify and amend any of the stipulated condition/criterion in the RFP, depending upon project priorities vis-à-vis urgent commitments. Such amendments in shape of corrigendum/addendum shall be hosted in the websites where the original RFP was hosted. The bidder shall acknowledge the receipt of each corrigendum/addendum by submitting a signed copy of it along with the Technical bid to the RFP issuing authority. Failure to acknowledge receipt of each corrigendum/addendum shall be interpreted as receipt of the corrigendum/addendum by the bidder and no claim will be entertained or accepted in this regard.

### 8. Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - i. Impede enforcement of any law;
  - ii. Affect the security or strategic interests of India;
  - iii. Affect the intellectual property rights or legitimate commercial interests of bidders;
  - iv. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may

impose condition for protecting confidentiality of such information.

## **9. General Terms and Conditions of RFP**

Bidders should read these conditions carefully and comply strictly while Submitting their bids.

### **9.1 Definitions**

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- i) "Request for Proposal (RFP)", means this detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
- ii) "OVA", shall mean the Odia Virtual Academy, the Designated Technical Directorate of Information Technology Department, Government of Odisha.
- iii) "GM" shall mean the General Manager of Odia Virtual Academy or any authorized officer to act on his behalf for a specified work.
- iv) "Authorized Representative" shall mean any person authorized by either of the parties.
- v) "Agency/Vendor/Bidder" means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Vendor/Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Work shall mean the successful Bidder or Agency to whom OVA issues the Purchase Order for rendering of sales & services.
- vi) "Service" means provision of Contracted service as per this RFP.
- vii) "Site" shall mean the location(s) for which the Order has been issued and where the service shall be provided as per Scope mentioned in the RFP.
- viii) "Termination Notice" means the written notice of termination of the Purchase Order issued by one Party to the other in terms hereof.

### **9.2 Language**

- i) The Proposal should be filled by the bidders/Agency in English language only. For purposes of interpretation of the documents, the English translation shall govern. All Proposals and accompanying documentation will become the property of OVA and will not be returned.
- ii) The Work Order as well as all correspondence and documents relating to the Project exchanged by the successful/ Agency, shall be written in English language only. Supporting documents and printed literature that are part of the Project may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Project, this translation shall govern.
- iii) The successful Bidder/Agency shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### **9.3 Notices**



- i) Any notice given by one party to the other pursuant to the Project shall be in writing to the address specified in the Purchase Order. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- ii) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

#### **9.4 Governing Law**

The Project shall be governed by and interpreted in accordance with the laws of the Govt. of Odisha/Govt. of India unless otherwise specified in the Work Order.

#### **9.5 Termination**

OVA may at any time terminate the Purchase Order by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to OVA. OVA reserves the right to cancel the Work Order in the event of happening one or more of the following Conditions:

- 9.5.1 Failure of the successful bidder to accept the contract.
- 9.5.2 Delay in delivery beyond the specified period.
- 9.5.3 In addition to the cancellation of the contract, OVA reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- 9.5.4 OVA would not be liable to pay any damages to the Agency in cases comprising termination for default.

#### **9.6 Settlement of Disputes**

- i) General: If any dispute arises between the supplier/ Agency and OVA during the execution of a Project that should be amicably settled by mutual discussions.

However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ Agency on the points of dispute. The representation so received shall be examined by the concerned Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ Agency will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ Agency.

- ii) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the Order issued or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision.

#### **9.7 Payment Terms and Procedure**

##### **9.7.1 Paying Authority**

The payments as per the Payment Schedule covered herein above shall be paid by OVA. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, and inspection/service report from the authorized official of Odia

## **Virtual Academy (OVA).**

### **9.7.2 Payment Schedules**

<b>SI No</b>	<b>Timeline</b>	<b>Delivery Milestone</b>	<b>Deliverables</b>	<b>Payment Percentage</b>
<b>1</b>	<b>Q1 (0-90 days)</b>	<b>Milestone-I</b>	<b>10 AV &amp; 50 Audio Books</b>	<b>20%</b>
<b>2</b>	<b>Q2 (90-180 days)</b>	<b>Milestone-II</b>	<b>10 AV &amp; 50 Audio Books</b>	<b>20%</b>
<b>3</b>	<b>Q3 (180-270 days)</b>	<b>Milestone-III</b>	<b>10 AV &amp; 50 Audio Books</b>	<b>20%</b>
<b>4</b>	<b>Q4 (270-360 days)</b>	<b>Milestone-IV</b>	<b>10 AV &amp; 50 Audio Books</b>	<b>20%</b>
<b>5</b>	<b>Q5 (360-450 days)</b>	<b>Milestone-V</b>	<b>150 Audio Books</b>	<b>10%</b>
<b>6</b>	<b>Q6 (450-540 days)</b>	<b>Milestone-VI</b>	<b>150 Audio Books</b>	<b>10%</b>



## **10. Commercial Bid:**

Sl. No.	Item	Quantity	Unit Price	GST	Total Unit Price	Total
A	B	C	D	E	F= (D+E)	G =(C*F)
1.	Audio Visual Films of duration 20 minutes approx.	40 Nos.				
2.	Unique Audio Stories (Voiceover commentary/narration).	500 Nos.				
<b>Grand Total</b>						
<b>Grand Total in words: Rupees</b>						

*Authorized Signatory with Official Seal*

### **NOTE:**

- Printed brochures of items quoted should be enclosed.
- The bidder should mention the warranty period against all manufacturing defects.
- In case of any discrepancy between Unit Price & Total Price, the Unit Price will prevail.