

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



RFP No. 8435

Date-04/11/2022

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REQUEST FOR PROPOSAL (RFP) for SELECTION OF AN AGENCY TO CONCEPTUALISE,
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DISCLAIMER

The information contained in this RFP document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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-Films 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
Date of issue of RFP	04.11.2022
Last date for submission of written / online queries for clarification	Queries shall be sent on info@odishatourism.gov.in / pmu@odishatourism.gov.in by 11.11.2022 by 5:00 PM
Date of Pre-bid meeting	11-11-2022 at 03:30 PM
Last date and time of submission of Proposals	25-11-2022 up to 03:00 PM
Date and Time for Opening of the Technical Proposal	25-11-2022 at 04:00 PM
Date and Time for Technical Presentation	To be intimated
Date and Time for Opening of Financial Proposal of qualified bidders	To be intimated

Interested bidders may download the RFP document from tender section of Department of Tourism, Government of Odisha website
<https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html>

Interested bidders must visit the site (Rourkela) and get familiarised with the site (Rourkela) before bidding for the project. DoT will appoint single point of contact (SPOC) for site visit coordination.

1. INTRODUCTION

The Department of Tourism (DoT), Govt of Odisha has recently rebranded Odisha Tourism as “India’s Best Kept Secret”. Odisha bears a great potential founded on the state’s rich cultural heritage and diverse natural ecosystems that needs to be widely promoted 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 tourism segments in the state based on the tourism resources and value, connectivity, etc. Film(s) of each segment should have celebrity influencers of national repute as host.

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

1. Beach and water based-tourism (leisure, adventure, sea-food, cruise/houseboats etc.)
2. Ecotourism (landscape, forests, natural events, etc.), Wildlife (esp. Birding, Boat Safari in Bhitarkanika National Park. Etc.)
3. Cultural tourism (unique customs & rituals, Jagannath Culture, Odia lifestyle, Handloom & Handicraft, tribal culture, etc.)
4. Heritage Tourism (Kalingan Architecture, Jain & Buddhist heritage sites) and Heritage Hospitality (Belgadia Palace, Dhenkanal Palace, etc.)
5. Road Trips, Adventure & Sports Tourism
6. Odia Hospitality & Cuisine (temple food, Nimantran restaurant, sweets, street food, region specific local food, etc.)

With the steady improvement in connectivity, infrastructure, etc. Department of Tourism now requires **to creatively promote its emerging tourism destinations and products at the national and global source markets through all-encompassing short-films** (on above identified segments), 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 films.

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 of an Agency to conceptualise, shoot, edit and produce promotional short-film(s) for Odisha Tourism. The prescribed format for submission of bid is at **Annexure-I** (Cover Letter).

3. SCOPE OF WORK

I. Overall scope of work for the assignment is elaborated below:

- a. Design and Production of Audio Visual (AV) encompassing various themes and locations/products as per the need of the Department of Tourism.
- b. Identification and usage of respective National level influencers/ celebrities with social media follower count not less than 500k as host(s) for respective themes
- c. Story boarding and script writing based on the content in the Odisha Tourism proposal and client briefing.
- d. Filming and Photography – The audio-visual clips incorporated should highlight the tourism experience of the destination
- e. Video post-production services should include non-linear editing and post-production finishing.
- f. Every deliverable will require to conform to the Brand Guidelines that will be issued by the Department along with the assignment Work Order.
- g. 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.
- h. 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.
- i. The post-production shall include intro, English subtitling, transitions, music, voiceover, text supers based on the requirement.
- j. Amplification of the campaign:
 - i. Celebrity Influencer to promote their respective films across their social media platforms via., stories, posts, reels, shorts, going live, etc.
 - ii. Plan for posting of all appropriate edits as per their owned platforms tagging Odisha Tourism's social media handles
 - iii. 15 days of promotion per episode across online platforms viz., Youtube, Facebook, Instagram, and Twitter with focused targeting plan
 - iv. Dissemination of press releases across PR verticals including Radio, TV, Print and Digital media for earned media mileage

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 according to tourism themes.
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 host. The script 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. Provide unedited raw footage and unedited photographs with metadata tags to a designated storage area, preferably a Hard Disk

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5. 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 with identified celebrities for each theme for approval by DoT
3. Edited iterations of the film
4. 4K in MOV and MP4 Formats
5. English/Hindi version
6. 6 nos. Master films of 30 minutes and 3 edited cuts of 5 minutes for each theme
7. 5 edited cuts of 1 minute and 30 seconds each from the master films
8. 100 hi-resolution non-repetitive photographs, with each file labelled as per tourist area/ location for each theme
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 (from start of contract)
Concept of Master Film 1	01 week
Screenplay & Script of Master Film 1	02 weeks
First Cuts: Master film 1	10 weeks
Second Cut: Master film 1	11 weeks
Final master film 1 + 3 edited cuts of 5 minutes + 5 edits of 1 minute and 30 seconds	12 weeks
100 hi-resolution non-repetitive photographs, with each file labelled as per tourist area/ location according to each theme (Total 600).	10 weeks
Raw footage (editable files suitable for applications such as Adobe Premier and Adobe After Effects) in external HD	12 Weeks

Note:

1. Every subsequent film will follow similar timeline with 10 days gap from its predecessor
2. Master Films 2, 3, 4, 5 and 6, its edits along with 100 hi-resolution non-repetitive photographs according to each theme to be delivered within 8 weeks of delivery of Master Film 1
3. Total duration of project completion from the date of signing of contract or issuance of Letter of Award of contract is 20 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:

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a.	Blacklisting: 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.	Legal Cases: Applicant must not have any ongoing legal cases against them by Government of India/ State Government/ PSU or in the last 5 years
b.	Legal Entity status: <ul style="list-style-type: none"> i. A company incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008 and should have been operating for a minimum of the last five (5) years in India. Copy of Registration Certificate/ Certificate of Incorporation shall be enclosed as part of Technical Proposal. ii. The bidder should have valid GSTIN, PAN and Certificate of Incorporation / MSME Certificate
c.	Turnover: Applicant should have had an average operating turnover of at least INR 5 Crore during the last three (3) financial years viz. FY 2018-19, 2019-20 and 2020-21. <ul style="list-style-type: none"> i. 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. ii. CA certified statement of turnover and Audited Balance Sheets shall be enclosed as part of Technical Proposal.
d.	Experience: <p>The Applicant should have (at least one) the experience of having conceptualised, shot, edited and produced creative short films / AV advertisements for Corporate Clients, 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 (pen drive) as proof.</p>
e.	Consortium in any form is not allowed.

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7. TECHNICAL EVALUATION CRITERIA:

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

Sl.	Parameters	Maximum Marks	
1	<p>Profile of the Applicant - Average Annual Turnover in last 3 financial years</p> <ul style="list-style-type: none"> • INR 5 Crore – 8 Crore (5 marks) • More than 8 Crore up to 10 Crore (10 marks) • More than 10 Crore (15 marks) 	15	
2	<p>The Applicant should have the experience of having conceptualised, shot, edited and produced at least one (1) creative films / AV advertisement / short film on tourism promotion for Corporate Clients, Government departments/ Public Sector Units or NGOs over the last three years (15 marks)</p> <p>For each additional project (05 marks)</p>	35	
3	<p>The Applicant should have experience in conducting influencer campaign for digital / social media promotion in last three (3) years. (5 marks).</p> <p>For each additional project (05 marks)</p>	10	
3	<p>Technical Presentation:</p>	Style of narrative/ story telling (10 Marks)	40
		Visualisation (10 Marks)	
		Usage of equipment (5 Marks)	
		Proposed special treatments (BGM, video effects, etc.) for competitive advantage (10 Marks)	
		Illustrative examples produced and proposed influencers by the Bidder (10 Marks)	
		Proposed Team (5 Marks)	
Total		100	

8. EVALUATION METHODOLOGY:

Eligible proposals for this assignment will be evaluated on QCBS (70:30) basis.

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 8.

8.2.2 The price quoted by the bidders shall include:

8.2.2.1 All professional charges

8.2.2.2 Equipment & studio hire charges if any

8.2.2.3 Animation, editing, music, voice over and subtitling costs

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

8.2.2.5 Any incidental out of pocket expenses

Note: For logistics, travel and accommodation, payment to the successful bidder for production of films only, will be made as per actuals on production of supporting documents and therefore, the same should not be a part of financial proposal. The reference point of cost calculation shall be onward Bhubaneswar. However, prior approval must be taken from Department of Tourism.

8.2.3 The lowest financial proposal will be given a financial score of 30 points. The financial scores of other proposals will be computed as follows:

$F_s = 30 \times FM_1/F_1$ (For example, if the L1 quote is x, L2 is y and L3 is z; then the financial score for L1 will be 30, for L2 will be $30x/y$, and for L3 will be $30x/z$).

(F1 = amount of Financial Proposal as proposed by the bidder; FM1 = Lowest financial quote)

8.2.4 Combined and Final Evaluation: Combined score (S) (technical score (Ts) plus financial score (Fs)) shall be calculated based on Technical and financial scores of the Bidder as per QCBS system ($S = 0.7Ts + Fs$).

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 Earnest Money Deposit (EMD) 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:

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Part A

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

Part B

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

Part C

Part C should include the EMD and Bid Processing Fees.

Three envelopes i.e., Envelope for Part A, Envelope for Part B and Envelop 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-FILMS 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 as per annexure 8.

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. Documents to Accompany the Proposal

The submission must be done in the form of hard copy only.

10.1. Part – A (Technical Proposal)

The bidder must submit the following particulars / documents along with the technical proposal failing which the proposal may be treated as non-responsive:

- a) Covering Letter and Details of Bidder as per Annexures 1 and 2, respectively
- b) Bid processing fee
- c) Earnest Money Deposit (EMD)
- d) The bidder shall submit their Company Registration Certificate, Photocopy of PAN Card, GSTIN Registration.
- e) Balance Sheets and Income Statements for the last three Financial Years duly certified by Chartered Accountant indicating the Annual Turnover for the mentioned years.
- f) The Bidder should not be blacklisted by any Government Institution/ Private Agency. A self-declaration of non-blacklisting on the letterhead of bidder shall be submitted.
- g) Power of Attorney (on non-judicial stamp paper of Rs 100/-) has to be submitted in technical proposal, duly notarized as per Annexure-3;
- h) The Bidder should not be blacklisted by any PSU/Government Institution/ Private Agency. A self-declaration of non-blacklisting on the letter head shall be submitted as per Annexure-4
- i) The Agency shall submit an Undertaking on correctness of details / information shared in the proposal as per Annexure-5
- j) Proof of work experience of similar nature of projects in the form of Work-Orders and Client Certificates issued from the organizations in each such case has to be submitted in the format mentioned in Annexure-6;
- k) Financial details of the bidders along with balance sheet and Profit & Loss Statement for the last three (3) Financial Year duly certified by Chartered Accountant indicating the Annual Turnover for the mentioned years as per Annexure-7
- l) All pages of the tender document shall be signed by the authorised signatory who generally signs the bids.

Note: The Bidder must submit a detailed Index Page with clearly mention page Number on each Document submitted by the Bidder as required by this RFP.

10.2. Part – B (Financial Proposal)

The bidder must submit the Financial Proposal as per format provided in Annexure-8.

11. Bid Processing Fees

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 25,000 /- (Rupees Twenty-Five Thousand only) is to be furnished by the bidder along with the Technical Proposal.

Note:

Proposals without the requisite fee shall be treated as non-responsive and rejected outright

12. Earnest Money Deposit (EMD)

The proposal shall be accompanied with an Earnest Money Deposit (EMD) of INR 3.0 Lakh (Indian Rupees Three Lakh Only). EMD shall be drawn in the form of a Demand Draft issued by any scheduled commercial bank in favour of “Director, Tourism” payable at Bhubaneswar. Proposals without requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. Unsuccessful bidder’s EMD will be discharged/returned within 45 days from the date of execution of agreement between DoT and the selected bidder. No interest will be paid on EMD. The EMD of successful bidder shall be returned immediately upon execution of the agreement with DoT. The EMD shall be forfeited in the following cases:

- (i) If a bidder withdraws its bid during the period of validity of the Bid.
- (ii) In case of a successful bidder, if the bidder fails within the specified time limit to sign the agreement.
- (iii) In case of a successful bidder, if the bidder fails within the specified time limit to furnish the required performance security

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

Pre-bid query if any may be emailed to Department of Tourism on info@odishatourism.gov.in with SUBJECT: “Pre-bid Query – Odisha Tourism Short Films RFP – 2022” 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. Bidder submitting more than 1 (one) proposal will also 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
First Cuts: 6 Master Films and 3 cuts of 5 minutes for each master films	20%
Second Cut: 5 edited cuts of 1 minute and 30 seconds each from the master films	10%
100 hi-resolution non-repetitive photographs, with each file labelled as per tourist area/ location according to each theme (Total 600).	10%
Final Audio Visuals in 4K quality	40%

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Raw footage (editable files suitable for applications such as Adobe Premier and Adobe After Effects) in external HD	20%
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17. Performance Bank Guarantee

DoT shall issue a Letter of Award (LOA) along with the Draft Agreement to the selected bidder post opening of the financial proposals. Within 15 days of issuance of LoA, the selected bidder is required to submit a Performance Security in the form of an irrevocable and unconditional Bank Guarantee from a Scheduled Commercial Bank in favour of 'Director Tourism' prior to the signing of the Agreement. The Performance Security shall be or an amount equivalent to 3% of the quoted financial bid and enter into an agreement with DoT. Performance security shall be applicable as per the relevant notifications of Government of India/ Government of Odisha at the time of signing the agreement.

The performance security shall be forfeited at the sole discretion of DoT towards any liquidated damages that may be payable by the selected operator, under the Terms and conditions of RFP and the Agreement.

18. Penalty Clause

Failure in fulfilment of deliverables as per Clause 3,4 and 5, shall warrant the following:

- (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.

On account of circumstances beyond the control of the Agency like natural calamities, pandemic 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 of 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.

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- 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 Bid Processing fees and EMD.
- g) Bid documents are not binded.
- h) Bidder is submitting more than 1 (one) bid.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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, pandemic, 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

32. Termination of the Contract

- 32.1.** In case of any deficiency or non-fulfilment of obligations as per the scope of work, DoT shall serve a notice to the concerned operator to rectify/fulfil the obligations within a period 1 (one) day to cure the defect, failing which DoT shall be at the liberty to execute the work through any other agency at the cost of the EMA, in addition to the right of DoT to cancel the contract.
- 32.2.** DoT reserves the right to terminate the agreement in case of deficiency in services or poor performance of the selected bidder. For this, DoT shall intimate the bidder within 1 (one) day of observation of deficiency of services. In this respect, the view of DoT about the performance is final and binding.

33. Addendum / Corrigendum / Notice

At any time prior to the deadline for submission of Proposal, the DoT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify any of the terms mentioned in this RFP document by the issuance of addendum / amendment / corrigendum / notice. All such amendments / addendum / corrigendum / notice will be circulated to the bidders and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, the DoT may, in its sole discretion, extend the submission due date.

Bidders are advised to periodically check for notices, addendum and corrigendum issued in relation to the RFP. Any Addendum / Corrigendum / Notice etc. for this assignment issued by DoT will be published only on the website:

<https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html>

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 promotional short-films for Odisha Tourism”

1. With reference to the captioned RFP document, I/We _____ (Bidder Name and agency), have examined the RFP documents and understood their contents, hereby submit my/ our proposal for the subject RFP./ We _____ (Bidder's name) am/ are applying as a _____ (Bidder's name).
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the bidder, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as successful bidder for PROPOSAL (RFP) for SELECTION OF AN AGENCY TO CONCEPTUALISE, SHOOT, EDIT AND PRODUCE PROMOTIONAL SHORT-FILMS FOR ODISHA TOURISM.
4. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

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

- d) The undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
 9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the captioned assignment Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 11. I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.
 13. In the project of my/ our being declared as the Selected Bidder, I / we agree to enter into an Agreement in accordance with the draft that will be provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 14. I have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
 15. I offer the EMD to the Authority in accordance with the RFP Document for the project.
 16. The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted in separate files.
 17. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if SELECTION OF AN AGENCY TO CONCEPTUALISE, SHOOT, EDIT AND PRODUCE PROMOTIONAL SHORT-FILMS FOR ODISHA TOURISM Project is not awarded to me or our Proposal is not opened or rejected.
 18. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the implementation cost.
 19. I agree and undertake to abide by all the terms and conditions of the RFP document.
 20. I shall keep this offer valid for 180 (One Eighty) days from the Proposal Due Date specified in the RFP.
 21. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:
Place:
Name & seal of Bidder

**(Signature, name and designation
of the Authorised signatory)**

Annexure 2 – Details of the Bidder

(On the Letter Head of the Bidder)

- (a) **Name of the Bidder:**
- (b) **Incorporation (i.e., Company or Partnership)**
- (c) **Registered Office Address with telephone, fax, website and email:**
- (d) **Date of Incorporation (Please attach copy of certificate of incorporation/
registration):**
- (e) **Name of the Authorized Signatory:**
- (f) **Designation of Authorized Signatory:**
- (g) **Mobile Number of Authorized Signatory:**
- (h) **E-mail Address:**
- (i) **Fax Number:**
- (j) **GST Registration number:**
- (k) **Average Annual Turnover: (In INR crores)**

**Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)**

Annexure 3 – Power of Attorney for Signing of Proposal

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (name).....son / daughter / wife of.....and presently residing at....., who is (presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **“SELECTION OF AN AGENCY TO CONCEPTUALISE, SHOOT, EDIT AND PRODUCE PROMOTIONAL SHORT-FILMS FOR ODISHA TOURISM”** (Project) proposed to be developed by the Department of Tourism including but not limited to signing and submission of all Bids / Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information / responses to DoT, presenting us in all matters before DoT, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with DoT in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and / or till the completion of the project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 2022.

For
.....

Accepted
_____ (signature)
(Name, Title and Address) of the Attorney

Annexure 4 – Declaration of Non-Blacklisting and Non-Pendency of Criminal Cases

(On the Letter Head of the Bidder)

I/We Partner(s)/ Director(s) of M/s _____ hereby certified that, I/we M/s _____ have not been blacklisted or debarred by any Ministry/ Departments of Central/ State Government, International bodies like United Nations, World Bank or any other organisation/ Funding Agencies as on date. I/WE also declare that no criminal proceedings are pending against us by any Central / Stage Government department / enterprise / corporation in any courts in India.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected / cancelled by DoT, Govt. of Odisha and EMD/PBG shall be forfeited. In addition to the above DoT, Odisha will not be responsible to pay the bills for any completed / partially completed work.

**Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)**

Annexure 5 – Undertaking

(On the Letter Head of the Bidder)

To,

Date: _____

**Director Tourism
Department of Tourism
Paryatan Bhawan, Lewis Road,
Bhubaneswar-751 014**

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

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by DoT. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the DoT. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the terms and conditions of this RFP and examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the DoT, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the DoT in this regard.

We also commit to abide by the decision of DoT on all matters relating to the implementation of the Project and thereafter, the operation and management of the Project.

Yours Faithfully

**Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)**

Annexure 6 – Similar Nature of Projects

Sl.	Parameters	Remarks
1.	Project Title	
2.	Project Description	
3.	Location	
4.	Name of Client	
5.	Total value of work order (In Indian Rupees), as applicable	
6.	No. of manpower/experts engaged	
7.	Period of Services rendered by the Bidder (Start date and End date) including no. of tents/ cottages and types.	
8.	Scope of Service	
9.	Other Information relating to Project	
10.	Nature and details of experience in similar field (Please attach relevant documentary evidence)	
11.	Copy of the work order, completion certificate to be submitted	

**Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)**

Annexure 7 – Financial Details of Bidder

Name of the Bidder: _____

Sl.	Particulars	FY 2018-19	FY 2019-20	FY 2020-21
1.	Turnover (in INR Crore)			
2.	Average Annual Turnover for last 3 years (in INR Crore)			

Note:

1. Attach certified copies of audited Balance Sheets, P & L statement and IT Returns for last 3 (Three) years.
2. The above data must be submitted by Bidder, duly certified by either Statutory Auditor or Chartered Accountant.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorised Signatory) (with seal & registration no.)

Place:

Date:

Annexure 8 – Financial Bid

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

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

We, the undersigned, offer to provide the services in accordance with your captioned Request for Proposal dated _____ and our Financial Proposal as per details mentioned below:

Financial Quote	Figure (in INR)	In Words
Lumpsum		

Note: The above quote shall be **exclusive** of applicable GST.

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid in accordance with the proposal validity mentioned in the subject RFP from the last date of submission of proposal.

The financial amount quoted above by _____ (Bidder name) shall remain firm till the completion of the project. No increase in the financial amount, for whatsoever reasons, shall be entertained.

The Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

**Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)**

Annexure 9 – Pre-Bid Query Format

Interested parties shall submit their queries in the following format

Sl. No	Clause No. as per RFP	Query/ Modifications sought	Suggestions (if any)
1.			
2.			

Note:

Bidders shall submit their query or modification in soft copy to pmu@odishatourism.gov.in / info@odishatourism.gov.in on or before the pre bid query submission due date.