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ଓଡ଼ିଆ ଭର୍ଚୁଆଲ ଏକାଡେମୀ

ପଞ୍ଜୀକରଣ ସଂଖ୍ୟା : ୨୭/୧୮୨୦୧୮୦୦୦ ୧୭ -୨୦୧୮-୨୦୧୯

ଇଲେକ୍ଟ୍ରୋନିକ୍ସ ଓ ସୂଚନା ପ୍ରଯୁକ୍ତି ବିଦ୍ୟା ବିଭାଗ, ଓଡ଼ିଶା ସରକାର, ଭୁବନେଶ୍ୱର

ମାର୍ଚ୍ଚ: ଓକାକ୍ ବିଲ୍ଡିଂ, ଏନ-୧/୭-ଡି, ଆଚାର୍ଯ୍ୟବିହାର ଛକ, ଭୁବନେଶ୍ୱର - ୭୫୧୦୧୩

ଇ-ମେଲ୍: contact-ova@gov.in, ଦୂରଭାଷ: +୯୧ ୮୩୨୭୭୨୪୭୯୮



ova.gov.in

Letter No OVA-OVAO-OPS-0009-2022/ 445

Date 24/11/2023

From

Smt.Madhumita Rath, OAS(SAG)
Secretary, Odia Virtual Academy

To

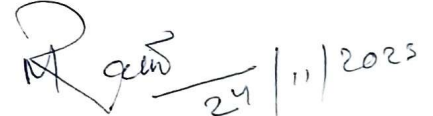
The Director,
Information and Public Relation Deptt.
Govt. of Odisha,
Bhubaneswar- 751001.

Sub: Release of Advertisement on 25-11-2023

Sir,

Please find herewith the enclosed advertisement for publication in the advertisement page (size 8 * 5 Sq Cm) in the English daily "Times of India" and Odia daily "The Samaja", "Sakala" and "Sambad". After publishing the same, bill may be raised in favour of Odia Virtual Academy for necessary payment.

Yours faithfully,


24/11/2023

Secretary, Odia Virtual Academy

Odia Virtual Academy
OCAC Building, Acharya Vihar
Bhubaneswar-751013
GSTIN - 21AABAO7633F1D5



ଓଡ଼ିଆ ଭର୍ଚୁଆଲ ଏକାଡେମୀ,
ଓକାକ ବିଲ୍ଡିଂ, ଇଲେକ୍ଟ୍ରୋନିକ୍ସ ଓ ସୂଚନା ପ୍ରଯୁକ୍ତି ବିଦ୍ୟା ବିଭାଗ, ଓଡ଼ିଶା
ସରକାର, ଏନ-୧/୭-ଡି, ଆଚାର୍ଯ୍ୟବିହାର, ଭୁବନେଶ୍ୱର – ୭୫୧୦୧୩
Email : contact-ova@gov.in,

ଓଡ଼ିଶାର ରାଜପ୍ରସାଦ (Royal Palace) ଏବଂ ଦୁର୍ଲଭ ପୁସ୍ତକର ଶ୍ରାବ୍ୟ ରୂପାନ୍ତର
(Audio Book) ପ୍ରସ୍ତୁତ କରିବା ନିମନ୍ତେ ଓଡ଼ିଆ ଭର୍ଚୁଆଲ ଏକାଡେମୀ ଦ୍ୱାରା ଏକ ମୁକ୍ତ ଚୟନ ପ୍ରକ୍ରିୟା
(RFP No : - OVA-OVAO-OPS-0009-2022-445, Dated 24-11-2023)
ମାଧ୍ୟମରେ ସଂସ୍ଥା ଚୟନ କରାଯିବ । ସବିଶେଷ ବିବରଣୀ ଓଡ଼ିଆ ଭର୍ଚୁଆଲ ଏକାଡେମୀ
ୱେବସାଇଟ (<https://www.ova.gov.in>), ଓକାକ ୱେବସାଇଟ
(ocac.in) ଏବଂ ଓକାକ ବିଜ୍ଞପ୍ତି ଫଳକରେ ଉପଲବ୍ଧ ।

Request for Proposal (RFP) for Selection of Agency for Production of Audio-Visual Films and Audio Books for Odia Virtual Academy

RFP No. - OVA-OVAO-OPS-0009-2022-445, Dated 24-11-2023



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

1. Disclaimer

- I. 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.
- II. 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.
- III. 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.
- IV. 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.
- V. 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 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 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

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- III. 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 and Audio Books
Bid Reference No. and Date	OVA-OVAO-OPS-0009-2022-445, Dt 24-11-2023
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. 2,00,000/- (Rupees Two lakh 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	www.ova.in , www.ocac.in
Last date for receiving queries	30-11-2023
Date and Time of Pre-bid Conference	02-12-2023

Issue of Corrigendum (if Required)	4-12-2023
Last Date and Time for Submission of Bid document	10-12-2023
Date and Time of opening of Pre-Qualification Bids (PQ)	12-12-2023 at 03:00 PM
Date and Time of opening of Technical Bids (TB)	15-12-2023 at 05:00 PM
Opening of Commercial Bid (CB)	TBD

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

- a) Production of Eighty (80) Audio Visual Films of duration 20 minutes approx. (+/- 2 min), on Odisha's Heritage Properties.
- b) 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.
- c) The shortlisted agency will have to travel to shortlisted sites with its equipment and manpower, and conduct the required shoot, bearing all said expenses of their own.
- d) The bidder must have its own in-house production house based in Odisha.
- e) The work should be executed under the able Direction and Guidance of an in-house Acclaimed and Award-Winning Filmmaker.
- f) International & Domestic Awards and Accolades won by the In-house Director shall get preference during selection of bidders.
- g) The bidders shall develop overall concept of the Audio-Visual Films.
- h) The bidders shall Submit detailed work plan with timeline, and team involved in the execution of work.
- i) The bidders shall develop script of the videos based on the raw content and briefing provided by OVA.
- j) The selected bidder shall use 4K quality professional video camera setups and must have its own professional crew and post-production studio in Odisha.
- k) 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.
- l) Submission of final approved audio-visuals in 4K quality. (Full HD)
- m) The above work shall be completed within Eighteen (18) months' time, starting from the date of award of work.

4.1 Production of 200 Audio Stories

- a) A total no. of 200 Books to be provided by OVA, which will have to be completely produced as 200 unique Audio Stories (Voiceover commentary/narration).
- b) Voice-over will be in Odia/English (Male/Female) as per OVA requirements.

c) Music to be added as and when required (Free Source).

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

(Summarized within 30 mins & the summary script needs to be approved by dept. prior to production)

5. Pre-Qualification/Eligibility Criteria

- The agency/firms must be empaneled under the Department of I&PR, Govt. of Odisha for production of Audio-Visual contents.

6. Instructions for Submission of Proposal

6.1 For Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at:

<https://enivida.odisha.gov.in>

6.2 Guidelines for Registration

- Bidders are required to enroll themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of Rs. 2,500/- + Applicable GST.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.
- Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- The scanned copies of all original documents should be uploaded in pdf format on e-tender

portal.

- h. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com for activation of the account.

6.3 Searching for Tender Documents

- a. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- b. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NON-REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective 'requested' Tab. This would enable the e-Tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

6.4 Preparation of Bids

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Bidder, in advance, should get ready with the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- e. These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

6.5 Submission of Bids

- a. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as

indicated in the tender document as a token of acceptance of the terms and conditions laid down by Department.

- c. Bidder has to select the payment option as per the tender document to pay the Tender fee / Tender Processing fee & EMD as applicable and enter details of the instrument.
- d. In case of BG, bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- h. Upon the successful and timely submission of bid click "Complete" (i.e. after clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- i. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.6 Clarifications on using e-Nivida Portal

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No.: 011-49606060

Email id: odishaenivida@gmail.com

6.7 RFP Document Fees

The bidder must furnish along with its bid required bid processing fee amounting to ₹ 5,600/- inclusive of GST @ 12%. The fee must be paid through electronic mode to the following account, failing which the bid will be rejected:

Bank A/c No.: 919010014683987
Payee Name: Odia Virtual Academy
Bank Name & Branch: Axis Bank, Sampur, Bhubaneswar
Account Type: Savings
IFSC: UTIB0002502

Also, the fees may be paid online on e-Nivida portal through e-Payment Gateway.

7. Tender Paper Fee

- a) 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.
- b) 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.

8 Earnest Money Deposit (EMD)

- a) 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.
- b) Mode of Payment: The EMD shall be payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in). 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.
- c) 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.

- d) 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.
- e) The EMD of the Selected Bidder shall be returned upon the Selected Bidder furnishing the Performance Security.

9. 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;

9.1 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

9.2 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 OMC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

9.3 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.

9.4 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

10. 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.

11. 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.

12. 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.

13. 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.

14. Bid to be submitted by Bidders

The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.

15. 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

16. 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.
- II. The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document
- III. 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);

- IV. The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- V. The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- VI. The bid submitted by the Bidder is not valid for the minimum bid validity period.
- VII. It is otherwise substantially/materially in deviation of the terms and conditions of the tender document.
- VIII. 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 nonconformities 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.

17. 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.

18. Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.

19. Evaluation of Techno-Commercial Bids: 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.

20. Technical Scoring Criteria

S.no.	Criteria	Marks	Evaluation Basis
1	Experience in Production of Audio-Visual Film for Govt. departments (Min. order value of Rs 10 lacs and above)	20	Work orders of State Govt./Central Govt. departments/ PSUs/International organizations 5+ Work orders: 5 marks 10+ Work orders: 10 marks 15 + work orders or more: 15 marks 20+ work orders or more: 20 marks
2	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.	40	Concept : 20 Marks Treatment of the Subject : 10 Marks Implementation Plan : 10 Marks
3	Average annual turnover of the Firm in financial year 2015 – 16, 2016-17 and 2017 – 18	10	Rs 50 lacs and above: 5 Marks Rs 1 cr and above: 10 Marks
4	State/National /International Awards in the field of Film making in the last 10 years.	30	5 Awards : 5 Marks 10 Awards : 10 Marks 20 Awards : 20 Marks 30 Awards and more : 30 Marks

Bidders must score a minimum 70 points to be considered technically compliant and in order for the Financial Proposal to be opened.

21. Opening and Evaluation of Price Bids

21.1 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 :

$$Fs = (100 * \text{Lowest Price Bid among the Price Bid}) / \text{Price quoted by Bidder}$$

21.2 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 :

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

21.3 Then the combined score, S shall be calculated as: $S = Ts * (70\%) + Fs * (30\%)$

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 Scores. 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.

22. 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.

23. 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.

24. 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

24. Pre-bid Meeting & Clarifications

24.1 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 with a copy to 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.

24.2 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.gov.in and www.ocac.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.

24.3 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.

25. 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: -
 - a. Impede enforcement of any law;
 - b. Affect the security or strategic interests of India;
 - c. Affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. 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.

26. General Terms and Conditions of RFP

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

A. 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) "Secretary" shall mean the Secretary 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.

B. 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.

C. 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.

D. 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.

E. 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:

- i. Failure of the successful bidder to accept the contract.
- ii. Delay in delivery beyond the specified period.
- iii. 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.
- iv. OVA would not be liable to pay any damages to the Agency in cases comprising termination for default.

F. 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

27. Payment Terms and Procedure

27.1 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 **Odisha Virtual Academy (OVA)**.

27.2 Payment Schedules and Delivery Milestone

SI No	Timeline	Delivery Milestone	Deliverables	Payment Percentage
1	T1 (0-60 days)	Milestone-I	Research and approval of Scripts	10 %
2	T2 (61-120 days)	Milestone-II	20 AV & 50 Audio Books	30%
3	T3 (121-180 days)	Milestone-III	20 AV & 50 Audio Books	20%
4	T4 (181-240 days)	Milestone-IV	20 AV & 50 Audio Books	20%
5.	T5 (241 -300 days)	Milestone-V	20 AV & 50 Audio Books	20%

Commercial Bid

Sl. No.	Item	Quantity	Price Per Unit	Price	GST (18%)	Total Price
A	B	C	D	$E=C*D$	$F=(E*0.18)$	$G=E + F$
1	Audio Visual Films of duration 20 minutes approx.	80 Nos.				
2	Unique Audio Stories (Voiceover commentary/narration).	200 Nos.				
Grand Total						
Grand Total in Words:						

Authorized Signatory with Official Seal

NOTE:

- In case of any discrepancy between Unit Price & Total Price, the Unit Price will prevail.