

The Odisha State Cooperative Milk Producers 'Federation Ltd



RFP NOTICE No. CO/MKTG/Marcom/2021 dated 22/03/2021

REQUEST FOR PROPOSAL (RFP)

Selection for Agency for Development of Television Commercial for OMFED



**THE ODISHA STATE CO-OPERATIVE MILK
PRODUCERS' FEDERATION LTD.**

OMFED, D-02, Sahidnagar, Bhubaneswar – 751007

Tel. No. 0674-2546030, 2546121, 2540576

E-mail Id: omfed@yahoo.com

OMFED invites sealed Technical & Financial bids in separate envelopes for Selection of Agency for Development of Television Commercial For OMFED. Interested bidders may submit their sealed offers latest by 4.00 P.M **15 APRIL, 2021** along with EMD of Rs.20, 000 (Rupees Twenty Thousand only) in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the "OMFED" payable at Bhubaneswar along with Tender cost of Rs. 560/- in shape of D.D. in favor of OMFED, payable at Bhubaneswar. For details visit our official website www.omfed.com. Any corrigendum, updates etc. relating to this advertisement will be published only in our web site (www.omfed.com) and not in any other media including newspaper. The Federation reserves the right to reject any or all the tenders without assigning any reason thereof.

Managing Director

Letter of Invitation (LoI)

1. Sealed Tenders are invited by OMFED for appointment of Agency for Development of Television Commercial from Nationally Reputed firms.
2. RFP document can be downloaded from the website <http://www.omfed.com/>
3. Pre-bid meeting will be held on **06/04/2021** at 11:00 A.M in the conference hall of OMFED head office at Bhubaneswar.
4. The Bidders shall submit their proposals latest by **15.04.2021** up to 4.00P.M.
5. Name of the Work

| Name & Details of Work | Bid Security |
|--|--------------|
| Appointment of agency for development of Television Commercial | Rs. 20,000/- |

Interested Bidders may obtain further information from the office of:

OMFED,
The Odisha State Cooperative Milk Producers' Federation Ltd.
D-2, Shaheed Nagar,
Bhubaneswar-751007.
Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273
Customer Care Telephone No.- 0674-2547119.
Fax : 0674-2540974
Email Id. : omfed@yahoo.com

-Sd-
MANAGING DIRECTOR
OMFED

1. Introduction

The Odisha State Cooperative Milk Producers' Federation Limited (OMFED®) is an apex level Dairy Cooperative Society registered under Cooperative Society Act – 1962. It has come into existence to integrate the milk producers in rural areas with consumers in the urban areas with an enterprising aptitude.

OMFED®'s main activities include promoting, production, procurement, processing and marketing of milk & milk products for economic development of the rural farming community in Odisha.

Background of Project: Market information is needed by farmers in planning production and marketing of their produce and equally needed by other market participants in arriving at optimal marketing decisions. The availability and dissemination of complete and accurate marketing information is the key to achieve both operational and pricing efficiency in the marketing system. Advancement in Information and Communication Technology (ICT) has made the world a smaller place and a larger market at one go.

The objective of this assignment is to seek services of an Agency for develop television commercials which will be used by OMFED

Request for Proposal: OMFED invites Proposals (the "Proposals") from firms/organizations/agencies for development of Television commercial

Validity of the Proposal: The proposal shall be valid for a period of One Year from the last date of submission of proposal ("Proposal Due Date").

Brief description of the Selection Process: Bidders shall apply with all supporting documents. However, the Bidder has to meet the Qualification Criteria as per Clause 2.1.2. OMFED shall adopt a three stage selection process in evaluating the Proposals. In the first stage prequalification will be carried out with respect to minimum eligibility criteria set out in clause no 2.1.1 and 2.1.2. In the second stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed bidders shall be prepared as specified in Clause 3.2. In the third stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their financial bids only for those who have qualified technical bids by scoring more than marks allotted for qualifying. The first ranked bidder (lowest rate quoted)(the "Selected Bidder") shall be selected for negotiation while the proposal of the second ranked bidder will be kept in reserve.

Currency rate and payment: All payments to the Agency shall be made in INR in accordance with the provisions of this RFP.

Schedule of Selection Process: OMFED would endeavor to adhere to the following schedule

| Sr. No. | Event Description | Date & Time |
|---------|-------------------------------|---|
| 1 | Pre Proposal/Pre Bid | 06.04.2021 at 11:00 AM |
| 2 | Reply to Pre-Bid Queries | 09.04.2021 (3 working days from the date of Pre-Bid) |
| 3 | Bid Closing Date | 15.04.2021 at 4:00 PM |
| 4 | Date of Technical Opening | 16.04.2021 at 11:00 AM of next day of Closing of the bids |
| 5 | Date of Financial Bid Opening | To be intimated later on. |
| 6 | Letter of award(LOA) | Within 15 working days of selection of the bidder |
| 7 | Signing of Agreement | Within 20 days of selection of Bidder |
| | | |

7 Pre-Proposal Conference/Pre-bid meeting:

The date, time and venue of Pre-Proposal /Pre Bid Conference shall be:

Date: **06.04.2021.**

Time: 11:00 A.M.

Venue: Conference Hall, OMFED, Bhubaneswar

1.8 Communications: All communications including the submission of Proposal should be addressed to:

The Managing Director OMFED,
The Odisha State Cooperative Milk Producers' Federation Ltd.
D-2, Saheed Nagar,
Bhubaneswar-751007.
Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273
Customer Care Telephone No.- 0674-2547119.
Fax : 0674-2540974
Email Id. : omfed@yahoo.com

INSTRUCTIONS TO BIDDERS

A. General

2.1 Conditions of Eligibility of Bidders

2.1.1 Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.1.2 The Bidder shall be a proprietorship firm, partnership firm, Limited Liability Partnership, Company, Trust, Society, PSU of Govt. of India or any State Govt.

The Bidder shall meet the following conditions:

- a) The Bidder must have successfully completed Similar Projects with cumulative average annual turnover of Rs. 20 Lakhs in last three years from the publication date of the RFP. The proof of such Turnover should be provided.
- b) Bidder shall have average annual turnover of at least Rs.25 Lakhs in the last three years.
- c) The Bidder must ensure that they submit the evidence of eligibility criteria on turnover and net worth in the form of audited financial statements signed by Chartered Accountant for the last three financial years.
- d) The Bidder must have own Advanced Chroma Studio along with own post production team.
- e) Conditions shown in 2.1.2(a) to (d) are minimum qualifying criteria. No marks will be awarded in this evaluation.

2.1.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).

2.2 Conflict of Interest: Bidder shall not have a conflict of interest that may affect the Selection Process or the assignment (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, OMFED shall have the right to forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to OMFED hereunder or otherwise. The guidance notes for "Conflict of Interest" are given in Annexure VII.

2.3 Number of Proposals: No Bidder or its Associate shall submit more than one Proposal.

2.4 Cost of Proposal: The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to OMFED, sites etc. OMFED will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Due Diligence by Bidder: Bidders are encouraged to submit their respective Proposals after proper research and analysis of the products and services of OMFED and related sectors.

2.6 Right to reject any or all RFPs

2.6.1 Notwithstanding anything contained in this RFP, OMFED reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2 Without prejudice to the generality of Clause 2.6.1, OMFED reserves the right to reject any Proposal if: a) At any time, a material misrepresentation is made or uncovered, or b) The Bidder does not provide, within the time specified by OMFED, the supplemental information sought by OMFED for evaluation of the Proposal.

2.6.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then OMFED reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of

OMFED, including annulment of the Selection Process.

B. Documents

2.7 Contents of the RFP

2.7.1 This RFP comprises the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.9:

Request for Proposal

- Introduction
- Instructions to Bidders
- Criteria for Evaluation
- Fraud and corrupt practices
- Pre-bid Meeting
- Miscellaneous

Annexures:

- Annexure I : Terms of Reference
- Annexure II : Cover Letter
- Annexure III : Authorized Signatory
- Annexure IV : Details of Bidder
- Annexure V : Financial Qualification of Bidder
- Annexure VI : Financial Proposal
- Annexure VII : Guidance note on conflict of interest

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may send their queries to OMFED in writing/through e-mail before the date of pre bid meeting. The emails shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP. OMFED shall endeavor to respond to the queries during Pre-bid meeting. No queries will be received after pre-bid meeting.

2.8.2 OMFED reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging OMFED to respond to any question/s or to provide any clarification/s.

2.9 Amendment of RFP

2.9.1 At any time prior to the deadline for submission of RFP, OMFED may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on its website and notification through email.

2.9.2 In order to afford the Bidders a reasonable time for taking into account the amendments/ addendum, or for any other reason, OMFED may, in its sole discretion, extend the date of opening of bids.

C. Preparation and Submission of Proposal

2.10 Language: The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly in the format provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case of any of these documents is in another language, it must preferably be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.11 Format and signing of Proposal

2.11.1 The Bidder shall provide all the information sought under this RFP. OMFED would evaluate only those Proposals that are received in the specified format and complete in all respects.

2.11.2 The Bidder shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP

2.11.3 The Technical Proposal and its copy shall be signed by the authorized signatory of the

Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- a) By a partner, in case of a partnership firm and/or a limited liability partnership;
- b) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

A copy of the Power of Attorney certified under the hands of a Partner or Director of the Bidder.

2.11.4 Except as specifically provided in this RFP, no supplementary material will be entertained by OMFED, and that evaluation will be carried out only on the basis of Documents received by the closing time of BIDS. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, OMFED reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.21.

2.12 Technical Proposal

2.12.1 Bidders shall submit the technical proposal in the formats from Annexure II to Annexure V (the "Technical Proposal"). The financial proposal shall be submitted in separate sealed envelope.

2.12.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) The Bid Security is provided;
- b) All forms are submitted in the prescribed formats and signed by the authorized signatories;
- c) Power of Attorney is executed as per Applicable Laws;
- d) The proposal is responsive in terms of Clause 2.19.3.

2.12.3 Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Proposal liable to be rejected.

2.12.4 OMFED reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by OMFED to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OMFED there under.

2.12.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by OMFED without OMFED being liable in any manner whatsoever to the Selected Bidder or Agency, as the case may be.

2.12.6 In such an event, OMFED shall have the right to forfeit and appropriate the Bid Security without prejudice to any other right or remedy that may be available to OMFED

2.13 Financial Proposal

2.13.1 Bidders shall submit separate Financial Proposal for the proposed Project as per the format given in Annexure VI clearly indicating the project cost in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.13.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal.
- b. The Financial Proposal shall take into account all expenses and tax liabilities except taxes

2.14 Submission of Proposal

2.14.1 The Bidders shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. In case of any discrepancy between the version of the RFP submitted and the original RFP issued by OMFED, the latter shall prevail.

2.14.2 The Proposal will be sealed in an outer envelope which will bear the address of OMFED, RFP Notice number, name of assignment and the name, address and contact number of the Bidder.

2.14.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the bid in the prescribed format Annexure II to V ,and the supporting documents. . 2.14.4 The envelope marked "Financial Proposal" shall contain the financial Proposal in the prescribed format Annexure VII

2.14.5 The completed Proposal must be delivered in hard copy on or before the specified time on bid closing date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.14.6 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

2.15 Proposal Due Date

2.15.1 Proposal should be submitted on or before the Time and Date specified at Clause 1.6 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP.

2.16 Late Proposals

2.16.1 Proposals received by OMFED after the specified time on BID CLOSING DATE shall not be eligible for consideration and shall be summarily rejected.

2.17 Modification/ substitution/ withdrawal of Proposals

2.17.1 No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the bid closing date.

2.18 Bid Security

2.18.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the "OMFED" payable at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from bid closing date except in case of the two highest ranked Bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180 (one hundred and eighty) days from the bid closing date.

2.18.2 OMFED shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.18.3 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice OMFED'S any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by OMFED under the following conditions:

- a) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- b) If a Bidder withdraws/modify its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- c) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clause 2.26 due to the reason solely attributed to the bidder; or
- d) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.2; and
- e) If the selected bidder commits breach of the Agreement

D. Evaluation Process

2.19 Evaluation of Proposals

2.19.1 OMFED shall open the Proposals at the Date and Time specified in Clause 1.6 and at the place specified in Clause 1.8 and in the presence of the Bidders who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later stage.

2.19.2 Prior to evaluation of Proposals, OMFED will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) The Technical Proposal is received in the format from Annexure II to Annexure V;
- b) It is accompanied by the Bid Security as specified in Clause 2.18;
- c) It contains all the information (complete in all respects) as requested in the RFP;
- d) It does not contain any condition or qualification and it is not non-responsive in terms hereof.
- e) It is accompanied by duly executed Consortium Agreement (as the case may be) as per format provided in the RFP.

2.19.3 OMFED reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by OMFED in respect of such Proposals.

2.19.4 OMFED shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.4 and the criteria set out in Section 3 of this RFP.

2.19.5 After the technical evaluation OMFED shall prepare a list of shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all shortlisted Bidders for announcing the result of technical evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of shortlisted Bidders along with their Technical Score will be read out. The same shall be uploaded on online portal. The opening of Financial Proposals shall be done in presence of respective representatives of bidders who choose to be present. OMFED will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4. The Financial Proposal of Bidders whose bids are disqualified in technical evaluation will not be opened for financial evaluation.

2.19.6 Bidders are advised that selection shall be entirely at the discretion of OMFED. Bidders will be deemed to have understood and agreed that OMFED shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.19.7 Any information contained in the Proposal shall not in any way be construed as binding on OMFED, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.20 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising OMFED in relation to matters arising out of, or concerning the Selection Process. OMFED shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. OMFED may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or OMFED or as may be required by law or in connection with any legal process.

2.21 Clarifications

2.21.1 To facilitate evaluation of Proposals, OMFED may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by OMFED for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.

2.21.2 If any Bidder does not provide clarifications sought under Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, OMFED may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of OMFED.

E. Appointment of Agency

2.22 Negotiations

2.22.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally be related to the scope of work and Terms of Reference.

2.23 Award for Agency

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by OMFED to the Selected Bidders who has scored highest rank will, within 15 (Fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copies of the LOA duly signed by the Selected Bidders are not received by the stipulated date, OMFED may, unless it consents to extension of time for submission.

2.24 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, Bidder will execute the Agreement with OMFED within the period prescribed in Clause 1.6 or any date communicated by the OMFED after submitting the Performance Security as per Clause 2.18.2. The Selected Bidder

will not be entitled to seek any deviation in the Agreement.

2.25 Commencement of assignment

The Agency shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Agency fail to either sign the Agreement as specified in Clause 2.24 or commence the assignment as specified.

2.27 Proprietary data

Subject to the provisions of Clause 2.20, all documents and other information provided to OMFED or submitted by any Bidder to OMFED shall remain or become the property of OMFED. Bidders are required to treat all information as strictly confidential. OMFED will not return any Proposal or any information related thereto.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage Technical Proposal (Annexure II to Annexure VIII except Annexure VII) will be evaluated on the basis of Minimum Eligibility Criteria set out in clause no. 2.1.1 and clause no. 2.1.2(a) to 2.1.2(c). This is a pass/fail type evaluation and no marks in evaluation are awarded. In the second stage, the

Technical Proposal will be evaluated on the basis of Bidder's understanding of TOR. Only those Bidders whose Technical Proposals get a score of 21 (Twenty one) marks or more out of 35 (Thirty five) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 The scoring criteria to be used for evaluation shall be as follows. The scoring criteria to be used for evaluation shall be as follows.

| Sr. No. | Position/Criteria | Marks |
|---------|--|-----------|
| 1 | Total TVC Ad Executed during last 3 years(2018 to 2020) i < 10 numbers (5 marks) ii. > 10 to 20 numbers (7 marks) iii > 20 numbers (10 marks) | 10 |
| 2 | Annual Turnover i. < 30 Lakh (5 marks) ii. > 30 Lakh to 50 Lakh (7 marks) iii. > 50 Lakh (10 marks) | 10 |
| 3 | Similar Type in FMCG(Food) and Perishable Commodity TVC Ad during last 3 years (2018 to 2020): i < 5 numbers (7.5 marks) ii. > 5 to 10 numbers (10marks) iii > 10 numbers (15 marks) | 15 |
| | Total | 35 |

3.1.3 The agencies have to submit samples of their previous work and these will be judged by a panel constituted by OMFED and marks out of 20(Twenty) to be given to respective agencies. The qualifying marks will be 12(Twelve) in this case

3.1.4 The agency will have to submit a concept on which the advertisement is to be developed and screenplay for the same which will be marked by panel constituted by OMFED for the same. The total marks in this case are 25 (Twenty five) and passing marks is 15(Fifteen). The concepts will be evaluated based on their innovativeness, ideas and values.

3.1.5 Only those agencies that secure passing marks in Technical bids (48 out of 80) and qualify in each subsection will have their financial bids opened

3.2 Opening of Financial Bid.

The Bidders, who qualifies in Technical evaluation, shall be short-listed for opening of Financial Bid. The details of financial bid is given in annexure VI

3.3 Evaluation of Financial Bid

The lowest financial bid of the Bidder, who qualifies in Technical evaluation, will be taken into consideration and the second lowest kept in reserve.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, OMFED shall reject a RFP without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

4.2 Without prejudice to the rights of OMFED under Clause 4.1 here in above and the rights and remedies which OMFED may have under the short listing process, if an Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice ,undesirable practice or restrictive practice during the Selection Process, or after the short listing process, such Bidder shall not be eligible to participate in any tender issued by OMFED during a period of 3 (three) years from such date.

4.3 For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:

4.4 "Corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of OMFED who is or has been associated in any manner, directly or indirectly with the Selection Process or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of OMFED, shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii)engaging in an manner whatsoever, whether during the Selection Process or after short listing ,as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical Agency/adviser of OMFED in relation to any matter concerning the Project;

"Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; "Coercive practice: means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

"Undesirable practice" means establishing contact with any person connected with or employed or engaged by OMFED with the objective of canvassing, lobbying or in any manner influencing the outcome of the procedure for selection of bidders.

5. PRE-BID MEETING

5.1 Pre-bid meeting of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate.

5.2 During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of OMFED. OMFED shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 OMFED, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b) Consult with any Bidder in order to receive clarification or further information;
- c) Retain any information and/or evidence submitted to OMFED by, on behalf of and/or in relation to any Bidder; and/or
- d) Independently verify, disqualify, reject and/or accept any and all submissions or other Information and/or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases OMFED, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in anyway related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 OMFED reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

ANNEXURE I: TERMS OF REFERENCE

1. Introduction:

Advertisement is needed by OMFED in communicating its' brand value and awareness its' products. The objective of this assignment is to seek services of an Agency for conceptualizing and shooting video advertisement suitable for Television and Mobile formats

1. OBJECTIVES:

The main objectives are:

- a) To conceptualize and shoot television based advertisement to promote OMFED brand and create awareness of OMFED's various products. The material so developed can be used in mobile and television to capture potential customers and entice them to purchase our products

2. BRIEF SCOPE OF SERVICES:

- a) Conceptualizing, and creation of Commercial Advertisement for OMFED to be used in Television and any other digital media
- b) The materials for all the above formats are required to be made in Odia, Hindi, Bangla and English and respective regional language as and when required

Tender documents

- ¹¹ The Agency shall prepare tender documents as per the approved tender packaging strategy including –

1. Proof of turnover.
2. Undertaking by the Agency that is not black listed by any State/ Central Govt.
3. Audited profit and loss account for the year 2017-18, 2018-19&2019-20
4. Copy of IT return for the financial year 2018-19/2019-20.
5. GSTIN / GST No / PAN No/ TAN no.
6. Agency Credentials
7. Cost of tender paper in shape of Demand Draft.
8. EMD of Rs.20, 000 (Rs. Twenty Thousand only) in shape of Demand Draft in favor of OMFED payable at Bhubaneswar
9. The original bidding document duly sealed and signed by the bidder.
10. All documents as required under this tender should be properly numbered and displayed in the content failing which the tender shall not be accepted.

ANNEXURE II: COVER LETTER

(On the letter head of Bidder)

Dated:

The Managing Director
The Odisha state cooperative Milk Producers Federation Ltd
(OMFED)
Odisha

Subject: Selection of Agency

Dear Sir,

With reference to your RFP document dated, I/we, having examined the RFP and understood its contents, hereby submit our proposal for the same

1. The technical and financial proposals are unconditional and unqualified.
2. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. I/We undertake that we have our own studio for shooting and post production of the television commercial.
5. I/We undertake that we have qualified personnel to shoot and do post production work on the Television Commercial.
6. I/ We shall make available to OMFED any additional information it may find necessary or required to supplement or authenticate the proposal.
7. I/ We acknowledge the right of OMFED to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/ We declare that:

1. I/ We have examined and have no reservations to the RFP Document, including any Pre-Bid Clarifications & Addendum issued by OMFED.
2. I/ We do not have any conflict of interest in accordance with Clauses 2.2 of the RFP document;
3. I/ We 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 Clause 4 of the RFP document, in respect of any tender issued by or

any agreement entered into with OMFED or any other public sector enterprise or any government, Central or State;

4. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, 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.
5. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders in accordance with Clause 2.6 and Clause 6 of the RFP document.
6. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
7. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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 Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
8. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
10. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate OMFED of the same immediately.
11. We 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 OMFED in connection with the selection of Agency or in connection with the Selection Process itself, in respect of the above mentioned Project.
12. The Bid Security of Rs.20, 000/- (Rupees Twenty Thousand only) in the form of demand draft, in accordance with the RFP document.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

14. We agree to keep this offer valid for **One Year from the proposal Due Date specified in the RFP.**
15. We certify that we shall have no claim, right or title arising out of any documents or information provided to us by OMFED or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Agency.
16. We, _____ (Bidder's name) herewith enclose the Financial Proposal as Annexure VIII for selection of my/our firm/ the Consortium as Agency.
17. We agree and undertake to abide by all the terms and conditions of the RFP document.
18. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorized signatory)

(Name and stamp of Bidder)

ANNEXURE III: AUTHORISED SIGNATORY

(To be forwarded on the letter head of the Bidder)

Ref. Date:

Dated:

The Managing Director
The Odisha state cooperative Milk Producers 'Federation Ltd
(OMFED)
Odisha

Dear Sir,

Sub: Selection of Agency

We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert individual's name) will act as our Authorized Representative and has been duly authorized to submit our Proposal. Further, the authorized Representative is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For or on behalf of..... (Bidder)

ANNEXURE-IV

Details of Bidder (To be submitted on Letterhead of Bidder)

1. a) Name:
b) Date of Incorporation/Commencement:
 2. Brief Description of Company (with PAN No. And GST No:) including details of its main line of Business
 3. List of Directors:
 4. Details of Individual who will serve as the point of contact/communication to Client:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone No:
 - f) Email Address:
 - g) Whatsapp Number:
-
- a) Name:
 - b) Designation:
 - c) Company
 - d) Address:
 - e) Telephone No.:
 - f) Email Address:
 - g) Whatsapp No:

(Bidder should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorized Signatory)

ANNEXURE-V

Financial Qualification of Bidder

| SL No | Financial Year | Annual Turnover (Rs. Lakhs) From Consultancy Business | Net Worth (Rs. Lakhs) As on 31.03.2020 |
|--------------|-----------------------|--|---|
| 1 | 2017-2018 | | |
| 2 | 2018-2019 | | |
| 3 | 2019-2020 | | |

Statutory Auditor

Name of Audit Firm:

Seal of Audit Firm:

Name of Partner:

Membership No:

Contact No:

Address:

Note:

The Bidder shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The bidder will submit Statutory Audit Report for each year reflecting annual turnover of Consultancy Business for each year. In case of Consortium, each Consortium Member shall furnish in separate sheet

ANNEXURE VI:
FINANCIAL PROPOSAL
(On the letter head of Bidder)

Selection of Agency

Having gone through the RFP and having fully understood the scope of work for the Project as set out in the TOR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:

TVC Advertisement

| Sl. No. | Type | Minimum Duration | Rate (INR) | |
|---------|---------------------------------|------------------|---------------------------------------|-------------------------------------|
| | | | In figures (rounded off to 2 decimal) | In Words (rounded off to 2 decimal) |
| 1 | 2.5 D Animation with voice over | 15 Sec | | |
| | | 40 Sec | | |
| | | 60 Sec | | |
| | | 90 Sec | | |
| 2 | 3D Animation with voice over | 15 Sec | | |
| | | 40 Sec | | |
| | | 60 Sec | | |
| | | 90 Sec | | |
| 3 | Chroma Shoot | 15 Sec | | |
| | | 40 Sec | | |
| | | 60 Sec | | |
| | | 90 Sec | | |
| 4 | Outdoor Shoot | 15 Sec | | |
| | | 40 Sec | | |
| | | 60 Sec | | |
| | | 90 Sec | | |

The Financial Proposal is exclusive of all out pocket expenses which may be incurred towards travel, accommodation, documentation and communication, during the period of assignment.

1. The Financial Proposal is exclusive of all taxes i.e. GST
2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation
3. For any other work not mentioned in the scope of work, I& PR, Govt. Of Odisha / DAVP rate card shall prevail.

Signature of authorized representative of the Bidder/ Seal of Firm

ANNEXURE IX: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.2 of the RFP and shall be read together therewith in dealing with specific cases.
2. Agency should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Agency should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the organization and a Agency.

Some of the situations that would involve conflict of interest are identified below:

a. Organization and Agency:

- i) Potential Agency should not be privy to information from organization which is not available to others;
- ii) Potential Agency should not have defined the project when earlier working for Organization

b. Agency and contractors:

- i) No Agency should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
 - ii) No Agency should be involved in owning or operating entities resulting from the project; or
 - iii) No Agency should bid for works arising from the project.
 - iv) The participation of companies that may be involved as investors or consumers and officials of the organization who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by Agency. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the organization. All conflicts must be declared as and when the Agency becomes aware of them.
 5. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Agency drawing up the terms of reference or the proposed documentation is also eligible for the consequent assignment or project.
 6. Another form of conflict of interest called "scope-creep" arises when Agency advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the organization but which will generate further work for the Agency. Some contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Agency to extend the length of their assignment.
 7. Every project contains potential conflicts of interest. Agency should not only avoid any conflict of interest; they should report any present/ potential conflict of interest to the

organization at the earliest. Officials of the organization involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

General Conditions of Contract

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government of India, as they may be issued and in force from time to time;
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d. "foreign currency" means any currency other than the currency of the Government of India;
- e. "GC" means these General Conditions of Contract;
- f. "Government" means the Government of the Client's country;
- g. "local currency" means the currency of the Government of India;
- h. "Member", in case the Agency consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the DOCUMENT to act on their behalf in exercising all the Agencys' rights and obligations towards the Client under this Contract,
- i. "Party" means the Client or Agency, as the case may be, and "Parties" means all three of them;
- j. "Personnel" means persons hired by the Agency or by any Sub Agency as employees and assigned to the performance of the Services or any part thereof;
- k. "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Annexure I; and
- l. "Sub Agency" means any entity to which the Agency subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in the language specified in the Document, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the Document.

1.5. Location

The Services shall be performed at the sites / Bodies mentioned in ToR and at any other such locations as the Client may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Agency may be taken or executed by the officials specified from time to time by the parties and as mentioned in the DOCUMENT.

1.7. Taxes and Duties

Unless otherwise specified in the DOCUMENT, the Agency, Sub Agency, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by the Parties or such other later date as may be stated in the DOCUMENT (Effective Date).

2.2. Commencement of Services

The Agency shall begin carrying out the Services seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the DOCUMENT.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the DOCUMENT.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to

be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Contract during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

2.6.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Agency, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1:

- a. if the Agency do not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b. if the Agency become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than Sixty (60) days; or
- d. if the Agency, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:" corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- e. If the Agency does not abide the decision of Arbitrator
- f. if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2. By the Agency

The Agency may terminate this Contract, by not less than Thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- a. if the Client fails to pay any monies due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 7 within thirty (30) days after receiving written notice from the Agency that such payment is overdue; or

b. if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Agency: Lump sum Consultancy fee up to that phase pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

3. Obligations of the Agency

3.1. General

The Agency shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Agency or third parties.

3.2. Conflict of Interests

3.2.1. Agency

Not to Benefit from Commissions, Discounts, etc. The Consultancy Fee of the Agency pursuant to Clause 6 shall constitute the Agency's sole remuneration in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel, any Sub Agency, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2. Agency and Affiliates

Not to Be Otherwise Interested in Project. The Agency agree that, during the term of this Contract and after its termination, the Agency and their affiliates, as well as any Sub Agency and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3. Prohibition of Conflicting Activities

Neither the Agency nor their Sub Agency nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in the Government of India which would conflict with the activities assigned to them under this Contract; or
- b. after the termination of this Contract, such other activities as may be specified in the SC.

3.3. Confidentiality

The Agency, their Sub Agency, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4. Insurance to Be Taken Out by the Agency

The Agency (a) shall take out and maintain, and shall cause any Sub Agency to take out and maintain, at their (or the Sub Agency', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the DOCUMENT; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Agency's' Actions Requiring Client's Prior Approval

The Agency shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. entering into a subcontract for the performance of any part of the Services,
- b. appointing such members of the Personnel not listed by name in Annexure VI ("Key Personnel and Sub Agency"), and
- c. any other action that may be specified in the DOCUMENT.

3.6. Reporting Obligations

The Agency shall submit to the Client the reports and documents specified in on a periodic basis as per the requirements of the client.

3.7. Documents Prepared by the Agency to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Agency in accordance with Clause 3.6 shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the DOCUMENT.

4. Agency's' Personnel

4.1. Description of Personnel

The Agency shall have no claim for additional costs arising out of deployment of Personnel for said job.

5. Obligations of the Client

5.1. Assistance and Exemptions

The Client shall use its best efforts to ensure that the officials shall provide the Agency proper assistance

5.2. Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties or any statutory law relating operation of Contract which increases or decreases the cost of the services rendered by the Agency, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3. Services and Facilities

The Client shall make available to the Agency the Services and Facilities as required by them for fulfilling the deliverables.

6. Payments to the Agency

6.1. Lump Sum Remuneration

The Agency's fee shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub Agency' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Agency in carrying out the Services described in Annexure I. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2. Contract Price

The price is payable in local currency i.e. Indian Rupees

6.3. Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4.

6.4. Terms and Conditions of Payment

Payments will be made to the account of the Agency and according to the payment schedule stated in the DOCUMENT. Unless otherwise stated in the DOCUMENT, the first payment shall be made against the provision by the Agency of a bank guarantee for the same amount, and shall be valid for the period stated in the DOCUMENT. Any other payment shall be made after the conditions listed in the DOCUMENT for such payment have been met, and the Agency's have submitted an invoice to the Client specifying the amount due.

6.5. Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the DOCUMENT, No interest shall be paid to the Agency.

7. Settlement of Disputes

7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the DOCUMENT.

All disputes are subject to Bhubaneswar Jurisdiction