

**Request for Proposal**

**For Selection of Agency for Animated TV Spot / Documentary Videos  
for Niramaya & Khusi under Health & Family Welfare Department**

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**Issued By: Managing Director, OSMC Ltd, Bhubaneswar, Odisha.**



**ODISHA STATE MEDICAL CORPORATION LIMITED  
(A GOVT. OF ODISHA UNDERTAKING)**

**RFP Reference No. OSMC/2020-21/SER- HR/01**

**Date: 21.08.2020**

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**Convent Square, Unit – 3, Bhubaneswar–751007, Odisha,  
Ph. No. - (0674) 2380608  
Website: [www.osmcl.nic.in](http://www.osmcl.nic.in), E-mail: [admn.osmcl@nic.in](mailto:admn.osmcl@nic.in)**

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## **ODISHA STATE MEDICAL CORPORATION LIMITED (OSMCL)**

No. OSMC/2020-21/SER-HR/01

Date: 21.08.2020

### **NOTICE INVITING REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR ANIMATED TV SPOT/ DOCUMENTARY VIDEOS FOR NIRAMAYA & KHUSI UNDER HEALTH & FAMILY WELFARE DEPARTMENT**

Odisha State Medical Corporation Limited (OSMCL) invites sealed bids from different eligible Bidders having GST registration for **SELECTION OF AGENCY FOR ANIMATED TV SPOT/ DOCUMENTARY VIDEOS FOR NIRAMAYA & KHUSI**. The bid document with all information relating to the bidding process such as cost of bid document, EMD, Eligibility Criteria, Terms & Conditions, etc. may be downloaded from website **www.osmcl.nic.in**. Interested bidders may raise their queries **on or before 05:30 P.M. of 28.08.2020** through email sent on **adm.osmcl@nic.in**. Interested bidders must submit their bids super-scribing as **“Request for Proposal for Selection of Agency for Animated TV Spot/ Documentary Videos for Niramaya & Khushi in reference to Advertisement No.-----dt.-----”** to the undersigned through registered post/ speed post/ courier only, which should reach **on or before 03:00 P.M. of 18.09.2020 positively** and the same will be opened at **04:00 P.M. on the same day** by a Committee in presence of the bidders or through their representative (s), who wish to attend the bid opening meeting. The undersigned reserves the right to reject any or all the bids without assigning any reason thereof.

Sd/-

**Managing Director  
Odisha State Medical Corporation Limited (OSMCL)**

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**Convent Square, Unit – 3, Bhubaneswar–751007, Odisha,  
Ph. No. - (0674) 2380608,  
Website: www.osmcl.nic.in, E-mail: adm.osmcl@nic.in**



## **ODISHA STATE MEDICAL CORPORATION LIMITED (OSMCL)**

### **1. NIRAMAYA:**

- a) **NIRAMAYA**, the **Free Medicines & Medical Consumables Distribution Scheme** is being implemented since 1<sup>st</sup> May 2015. Approximately 3.33 crore patients have been benefitted under the scheme till date.
- b) Under NIRAMAYA majority drugs under Essential Drug List (EDL) and few drugs which are not under the list are identified to be provided to the patients.
- c) The referred EDL is the list of drugs which are identified as per WHO Guidelines to satisfy the needs of majority of the population.
- d) Out of the drugs in the EDL, drugs which are required in large quantities by the health facilities and are costing more, are **identified** and approved by Govt. of Odisha for procurement through OSMCL.
- e) For Financial Year 2019 – 20, 591 nos. of items (as against 640 in 2018-19) are identified to be procured at OSMCL level on 80% budgetary allocation under total budget of NIRAMAYA.
- f) Public awareness is highly required so that people can avail the benefits of the scheme.

### **2. KHUSI:**

- a) **KHUSI**, the **menstrual hygiene and the awareness programme** regarding use of sanitary napkins among the adolescent girls is one of the important areas under preventive health management initiative.
- b) In a bid to better the health of adolescence girls and to ensure reproductive health of women the programme of KHUSI will bring major breakthrough.
- c) The expansion of the Menstrual Hygiene Scheme KHUSI to cover all girl students of class 6<sup>th</sup> to 12<sup>th</sup> by way of supply of free beltless sanitary napkins is a flagship scheme of Government of Odisha and involves large scale expenditure.

- d) The schools covered include all Government/Government aided schools under S & ME Department, schools under SS & EPD Department, ST & SC Development & MBC related schools and Central schools.
- e) Awareness is highly required to make the programme, a success.

For the above purpose, OSMCL is looking forward to hire a competent agency having prior experience in video making/ documentary making for effective dissemination of information.

### **3. INSTRUCTIONS TO BIDDERS:**

- a) The prospective bidders may download the bid document directly from the website **www.osmcl.nic.in** and submit the same to OSMCL along with the cost of bid document for **₹5,600/- (Rupees Five Thousand Six Hundred) only (including GST) (non-refundable)** in shape of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank in favour of **Odisha State Medical Corporation Ltd.**, payable at **Bhubaneswar**.
- b) The bid must be accompanied by **EMD of ₹1,50,000/- (Rupees One Lakh Fifty Thousand) only in technical bid** by way of Demand Draft/ Pay Order, drawn on any Nationalized/ Scheduled Bank in favour of **Odisha State Medical Corporation Ltd.**, payable at **Bhubaneswar**. EMD of the unsuccessful bidders will be returned without interest on finalization of bid.
- c) The cost of bid document and EMD should be submitted separately in separate Demand Draft/ Pay Order.
- d) Any bid not accompanied with the requisite Bid Document Cost & EMD shall be summarily rejected.
- e) Local MSEs i.e. MSEs registered in Odisha shall be exempted from submission of EMD, subject to submission of the valid registration certificate from the concerned authorities. This exemption to the local MSEs shall be applicable if the kind of service as required under this tender enquiry is clearly specified against the details of the service to be provided in their MSE registration certificate (to be furnished in the technical bid). However, the bidders shall have to pay bid document cost as per the cost mentioned at point no.3 (a).
- f) Performance Security shall be 10% of annual contract value. The successful bidder shall deposit the Performance Security in the form of Demand Draft

(DD)/ Pay Order (PO) in favour of Odisha State Medical Corporation Ltd., payable at Bhubaneswar within 10 days of notification of award. The Performance Security of the successful bidder shall be returned within 60 days of successful completion of the job without interest after the terms of the agreement.

- g) In case of successful local MSE bidder, the bidder shall have to pay 25% of the prescribed Performance Security in form of Demand Draft (DD)/ Pay Order (PO) in favour of Odisha State Medical Corporation Ltd., payable at Bhubaneswar within 10 days of notification of award.
- h) EMD will be forfeited if (i) a bidder withdraws his bid during the period of bid validity or (ii) the successful bidder fails to submit the Performance Security.
- i) In case of any bid amendment and clarification, responsibility lies with the bidders to download the same from the Corporation website **www.osmcl.nic.in** before last date & time of submission of bids.
- j) Prospective bidders may raise their queries **on or before 05:30 P.M. of 28.08.2020** through email on **admn.osmcl@nic.in** and the details for amendments, if any shall be intimated through OSMCL website ([www.osmcl.nic.in](http://www.osmcl.nic.in)).
- k) The bids should reach the office of the OSMCL, Bhubaneswar **on or before 03:00 P.M. of 18.09.2020 through** registered post/ speed post/ courier only and the bids will be opened at **04:00 P.M. on the same day**. In case this date happens to be a holiday for OSMCL for any reason, the bids will be received and opened on the immediate next working day at the same designated time & place. **There is no system of receipt of bids through drop box or by hand.**
- l) Bidders may be present in person or through their representative (s) during the opening of bids at **04:00 P.M. on 18.09.2020**.
- m) Bids shall remain valid for a period not less than **120 days** after the last date of submission of bids specified in the bid document.
- n) Notwithstanding the above, the Corporation reserves the right to accept or reject any or all bids and to cancel the bidding process at any time prior to the issue of Work Order.
- o) The proposal shall be submitted in a sealed envelope with clear inscription as **“PROPOSAL FOR ANIMATED TV SPOT/ DOCUMENTARY VIDEOS FOR**

**NIRAMAYA & KHUSI, RFP REFERENCE NO. OSMC/2020-21/ SER-HR/01”**  
on top of it before the due date & time.

p) The bids (cover & inner envelopes) should be addressed to :

**The Managing Director  
Odisha State Medical Corporation Ltd.,  
Convent Square, Unit – 3, Bhubaneswar – 751 007, Odisha.**

**4. KEY INFORMATION:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Information</b>
<b>1.</b>	Start Date of availability of RFP document in the official website	<b>21.08.2020</b>
<b>2.</b>	Date & Time of Receipt of Queries Through E – Mail	On or before 05:30 P.M. Of <b>28.08.2020</b>
<b>4.</b>	Closing Date of availability of RFP document in the official website	<b>16.09.2020</b>
<b>5.</b>	Cost of RFP Document including GST ( <b>non-refundable</b> )	₹ 5,600/-
<b>6.</b>	Last date and time for receipt of RFPs	On or before <b>03:00 P.M.</b> of <b>18.09.2020</b>
<b>7.</b>	Date and time for opening of Technical Proposals	<b>18.09.2020 at 04:00 P.M.</b>
<b>8.</b>	EMD to be submitted along with the Technical Proposals	₹ 1,50,000/- (Rupees One Lakh Fifty Thousand only)
<b>9.</b>	Address for submission of RFPs	Odisha State Medical Corporation Ltd., Convent Square, Unit – 3, Bhubaneswar-751007

**Note:** In case the closing date of availability of RFP document or/ and last date of receipt of RFPs happens to be a holiday for OSMCL, the activity will be held on the immediate next working day at the same time & place.

## 5. TERMS OF REFERENCE:

### a) ELIGIBILITY CRITERIA:

The bidders must fulfill the following eligibility criteria to participate in the bidding process -

- (i) Must have either its registered office or operating office in Odisha. **(Self-attested copy of documentary evidence like Certificate of Incorporation, GST Registration Certificate, etc. to be furnished along with the technical proposal).**
- (ii) The average annual turnover in last three years (2016-17, 2017-18, 2018-19) to be ₹ 50 Lakhs or above.  
Weightage shall be given to the agencies that are having a turn over more than ₹ 50 Lakhs in last three years. **[Details at Annexure – A].**
- (iii) The bidders should have experience in video making related to mass media, mid media & social media for more than three years.
- (iv) The bidders should have experience in making atleast one animated TV Spot/video documentary for reputed organizations of Govt agencies **during the last three years. (Self-attested copies of the work orders of video documentary making during the last three years are needed, with at least one work order/ contract in each year to be furnished along with the technical proposal in the format at Annexure - C).**
- (v) Apart from above, the bidders shall also furnish the following documents-

- One copy of this bid document duly signed by the bidder.
- Checklist in **Annexure-B.**
- Required Cost of Bid Document.
- Required EMD.
- Self-attested copy of Certificate of Incorporation/ Registration/ Partnership Deed, etc.
- Self-attested copy of GST Registration Certificate.
- Self-attested copy of PAN Card.



- Declaration in ₹100/- stamp paper to the effect that the firm has not been blacklisted by any Public Authority as per **Annexure-E**.
- Past Performance Statement (**Annexure-C**) related to Animated TV Spot/ Documentary Videos.
- Self-attested copies of the work orders/ contracts in support of the past performance related to Animated TV Spot/ Documentary Videos as mentioned in **Annexure-C**.
- Documents in support of awards received either from State Govt. or Central Govt. for its creative documentaries, if any, for weightage purpose.
- Documents in support of the company/agency being empanelled in DAVP/ I & PR Deptt., Govt. of Odisha, if any, for weightage purpose.

**b) EVALUATION & SELECTION:**

- 1) The proposals shall be evaluated in two stages i.e.
  - (i) The fulfillment of minimum eligibility criteria.
  - (ii) On fulfillment of minimum eligibility criteria, credential scoring based evaluation shall be carried out in a 50 marks scale and the bidders securing highest marks shall be awarded with the work order.
- 2) The details of credential score parameter are placed at “**Annexure- A**”
- 3) There shall be no financial evaluation as the payments to the selected bidder shall be done in accordance to I & PR rates.

**c) OBJECTIVE OF WORK:**

The broad objective of this assignment is to develop & execute the marketing & promotion of the KHUSI AND NIRAMAYA scheme to create awareness within general public, beneficiaries and service providers in the State.

**d) SCOPE OF WORK:**

The Agency shall be responsible for the following work, the perspectives and scope of work for producing the AV Material will be as follows but not limited to this:

- Anchor endorsement to the topics.

- Recording of the hands-on technical sessions related to maternal and child health activities.
- Experts' Bites and Demonstrations.
- The materials need to be produced in animated mode.
- Editing at post production studio, titling and voice over if required will be done in presence of identified experts from Health & Family Welfare Department.
- Production of Television commercials/AV spots in Odia language with scope of dubbing these materials into Hindi and English language. The Agency shall develop scripts/story for the above mentioned TV Spots.

**e) PAYMENT & PRICE VALIDITY:**

- The payments shall be made as per I & PR rates. The Agency shall be paid within 30 days of submission of bills along with relevant documents.
- The price shall remain unchanged and any changes are subjected to publication of notifications by I & PR Department.
- GST, if any, shall be paid at the applicable rate.

**f) PERIOD OF ENGAGEMENT:**

The engagement shall be for a period of one year from the date of actual operation (beginning of service) or signing of contract whichever is later. The period of contract may be extended further depending upon the performance of the agency. The decision of extension lies solely with the discretion of Managing Director, Odisha State Medical Corporation Limited.

**g) TERMINATION /SUSPENSION OF AGREEMENT:**

- a) The contract can be terminated at any time prior to its completion by either Party with 30 days of notice period.
- b) The OSMCL may, by a notice in writing suspend the agreement if the agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
  - (i) Shall specify the nature of failure, and
  - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

- c) The OSMCL after giving 30 days clear notice in writing expressing the intention of termination by stating the ground(s) on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving the agency reasonable opportunity of being heard.
  - (i) If the agency does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Management (OSMCL) have subsequently approved in writing.
  - (ii) If the agency becomes insolvent or bankrupt.
  - (iii) If, as a result of force majeure, the agency is unable to perform the services in a period of not less than 60 days: or
  - (iv) If, in the judgment of the Management of OSMCL, the agency is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

**h) AWARD OF CONTRACT:**

- a) Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has secured the highest credential score in technical evaluation.
- b) Any effort by a bidder to influence OSMCL in its decision on bid evaluation or placement of Work Order may result in rejection of the bidder's offer.
- c) Any legal dispute arising out of this is subject to Bhubaneswar jurisdiction only.

**i) OSMCL'S RIGHT TO PLACE WORK ORDER:**

At the time, the Contract is awarded, the decision for placing of work order lies with the discretion of Managing Director, Odisha State Medical Corporation Limited without any change in the terms & conditions of the bid and the bidding documents.

**j) PENALTY CLAUSES:**

- a. The work order should be executed within 60 days from the date of issue of the Work Order, failing which Liquidated Damage will be charged @ 1% per week or part thereof on the value of delayed work order, subject

to a maximum of 4% of work order value, which will be deducted from the payment due.

- b. If the successful bidder fails to execute the work order within 88 days of issue of the work order, the Performance Security of the bidder will be forfeited and action may be initiated to blacklist the firm.

**k) DISCRETION OF AUTHORITY:**

OSMCL reserves the right:

- a) To reject the entire tender, without assigning any reason thereof.
- b) To cancel the work order in the event of unsatisfactory service / delay in service or non-observance of the relevant clauses of the bid document.

**l) ARBITRATION:**

OSMCL and the selected agency will make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the work assigned. In case of their failure to resolve the dispute/ s, the matter will be referred to Managing Director, OSMCL whose decision will be final and binding on both the parties. The arbitration proceedings if any shall be held in Bhubaneswar.

**m) LEGAL JURISDICTION:**

All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

## **Annexure - A**

### **TECHNICAL EVALUATION (CREDENTIAL SCORING METHOD)**

**(To be furnished in Technical Bid)**

<b>Sl. No</b>	<b>Details</b>	<b>Maximum Marks</b>	<b>Basis of Marks to be allotted</b>
1	Award for Video Documentary - State Govt or Central Govt-	10	<ul style="list-style-type: none"><li>➤ Project from State Govt./ Central Govt.- 5 Marks</li><li>➤ Project from Both State Govt. and Central Govt.- 10 Marks</li></ul>
2	Experience during the last three years executing similar work i.e. "Animated TV Spot/ Documentary Videos"	20	2 marks for each project shall be awarded excluding the minimum requirement of 3 as per eligibility criteria. [The ceiling will be 10 nos. of projects.]
3	Average Annual Turnover of the Firm in the last three years [2016-17, 2017-18 and 2018-19]	10	<ul style="list-style-type: none"><li>&gt; ₹ 50 Lakhs &lt;= ₹ 2 Crores : 5 marks</li><li>&gt; ₹ 2 Crores &lt;= ₹ 5 Crores : 7 marks</li><li>&gt; ₹ 5 Crores : 10 marks</li></ul>
4	Accreditation in Govt. of India (DAVP) / Accreditation in Govt. of Odisha (I & PR)	10	<ul style="list-style-type: none"><li>➤ Accreditation in DAVP : 5 marks</li><li>➤ Accreditation in I &amp; PR : 5 marks</li><li>➤ Accreditation in Both DAVP and I &amp; PR : 10 marks</li></ul>
<b>Total Marks = 50</b>			

**Annexure - B****CHECKLIST**

**[Note: Please furnish the following documents serially for ease of scrutiny]**

<b>Sl. No.</b>	<b>Name of Document</b>	<b>Submitted (Yes/ No)</b>	<b>Page No.</b>
1.	Cost of Bid Document for ₹ 5,600/- (Non-Refundable).		
2.	Earnest Money Deposit (EMD) of ₹ 1, 50,000/-.		
3.	Self-attested copy of Certificate of Incorporation/ Registration/ Partnership Deed, etc.		
4.	Self-attested copy of GST Registration Certificate.		
5.	Self-attested copy of PAN Card.		
6.	Audited Turnover Certificate certified by a Chartered Accountant for F.Y. 2016-17, 2017-18 & 2018-19 ( <b>Annexure – D</b> )		
7.	Copies of Audited Balance Sheets and/ Profit & Loss Statements for F.Y. 2016-17, 2017-18 & 2018-19.		
8.	Performance Statement ( <b>Annexure-C</b> ) for executing similar works related to Animated TV Spot/ Documentary Videos during the last three years.		
9.	Self-attested copies of work orders / contracts executed during the last three years in support of the information provided in performance statement. ( <b>Annexure-C</b> ).		
10.	Declaration ( <b>Annexure – E</b> ) in ₹100/- stamp paper to the effect that the firm has not been blacklisted by any Public Authority.		

**Seal and Signature of the Bidder**

**Annexure – C**

**FORMAT FOR SUBMISSION OF PAST PERFORMANCE RELATED TO  
ANIMATED TV SPOT/ DOCUMENTARY VIDEOS FOR STATE GOVT. /  
CENTRAL GOVT. ORGANIZATIONS DURING LAST 3 YEARS**

Sl. No.	Name of the Organization	Year	Order No. with Date	Order Value (₹.)
1.				
2.				
3.				
4.				
5.				
6.				

[Note: Pl. furnish the work order / contract copies serially in support of the information provided above. Use separate sheets if the space provided is not sufficient.]

Date:

Seal and Signature of the Bidder

Place:

Name and Address of the Bidder

**Annexure - D**

**TURNOVER CERTIFICATE**

I hereby certify that M/s. \_\_\_\_\_ (Name & address \_\_\_\_\_) is having the following annual turnover and certifying that the statement is true and correct –

Sl. No.	Financial Year	Turnover
1.	2016-17	₹ (Rupees only)
2.	2017-18	₹ (Rupees only)
3.	2018-19	₹ (Rupees only)

**Signature of Auditor/ Chartered Accountant**

**Date:**

**Membership No.:**

**Seal:**

**Note:**

- 1) Provisional audited statement **shall not be considered**.
- 2) To be issued in the **Letter Head** of the Chartered Accountant with Membership No.
- 3) Also attach photocopies of the audited P/L statement of **each year highlighting the turnover** in support of the turnover certificate.



**DECLARATION**

**[NOTE: To be given in ₹ 100/- stamp paper]**

To  
The Managing Director  
Odisha State Medical Corporation Ltd.,  
Bhubaneswar

I/We \_\_\_\_\_ have carefully read the tender document and confirm my/ our eligibility as required. I/ We solemnly declare that I/ we have never been convicted by any court of law or blacklisted/ debarred on financial/ administrative/ techno-legal ground by any public authority. By submitting this bid, I/ we assure my/ our agreement to the terms and conditions of tender and will abide by the same if contract is awarded to me/ us.

Currently running criminal/civil suits against my/ our firm are:

(Write "NIL" if no court case pending otherwise give the list and enclose case details)

**Seal and Signature of the Bidder**

## **Annexure - F**

### **CONTRACT FORM**

1. A Contract made on      day of      (Month), 2019 BETWEEN **Odisha State Medical Corporation Ltd. (OSMCL), Bhubaneswar** (hereinafter called "**1st Party**") of the one part AND      (**Name & Address of the Supplier**) (hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2<sup>nd</sup> Party has been selected by OSMCL through an open tender issued vide **Reference No. OSMC/2020-21/SER-HR/01 dated 21.08.2020**, and accordingly the letter of award was issued vide No. **xxxxxxxxxxx** dated **xx.xx.xxxx** inviting to execute the contract.
3. And whereas the 2<sup>nd</sup> Party agreed to provide services for **Preparation of Animated TV Spot/ Documentary Videos For Niramaya & Khusi**, as per the provisions in the bid document.
4. And whereas the 2<sup>nd</sup> Party has deposited the Performance Security of ₹ **xxxxxxxxxx** (**Rupees xxxxxxxxxxx**) only vide DD No. **xxxxxxxxxxx** dt.xx.xx.xxxx of \_\_\_\_\_ (Name of Bank and Branch).
5. The period of contract is for **one year** with effect from \_\_\_\_\_ **xxxx, xxxx**.

#### **NOW THESE PRESENT WITNESSES AS FOLLOWS:**

6. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
  - a) Submissions and Declarations as part of the bid submitted; and
  - b) Purchaser's Notification of Award.
7. In consideration of the payments at the rates as mentioned in **Annexure I**, to be made by the 1<sup>st</sup> Party to the 2<sup>nd</sup> Party, the 2<sup>nd</sup> Party hereby covenants with the 1<sup>st</sup> Party to provide the agreed services in all respects as per the provisions of this contract.

8. The 1<sup>st</sup> Party hereby covenants to pay the 2<sup>nd</sup> Party in consideration of the provision of the agreed services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

**9. Period of Engagement:**

The engagement shall be for a period of One year from the date of actual operation (beginning of service) or signing of contract whichever is later. The period of contract may be extended further depending upon the performance of the agency. The decision of extension lies solely with the discretion of Managing Director, Odisha State Medical Corporation Limited.

**10. Payment:**

- a) The payments shall be made as per I & PR rates. The Agency shall be paid within 30 days of submission of bills along with relevant documents.
- b) The price shall remain unchanged and any changes are subjected to publication of notifications by I & PR Department.
- c) GST, if any, shall be paid at the applicable rate.

**11. Penalty:**

- a) The work order should be executed within 60 days from the date of issue of the Work Order, failing which Liquidated Damage will be charged @ 1% per week or part thereof on the value of delayed work order, subject to a maximum of 4% of work order value, which will be deducted from the payment due.
- b) If the successful bidder fails to execute the work order within 88 days of issue of the work order, the Performance Security of the bidder will be forfeited and action may be initiated to blacklist the firm.

**12. Termination / Suspension of Agreement:**

- a) The contract can be terminated at any time prior to its completion by either Party with 30 days of notice period.
- b) The OSMCL may, by a notice in writing suspend the agreement if the agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
  - i. Shall specify the nature of failure, and

- ii. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- c) The OSMCL after giving 30 days clear notice in writing expressing the intention of termination by stating the ground(s) on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving the agency reasonable opportunity of being heard.
  - i. If the agency does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Management (OSMCL) have subsequently approved in writing.
  - ii. If the agency becomes insolvent or bankrupt.
  - iii. If, as a result of force majeure, the agency is unable to perform the services in a period of not less than 60 days; or
  - iv. If, in the judgment of the Management of OSMCL, the agency is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

**13. Discretion of Authority:**

- a) OSMCL reserves the right to cancel the work order in the event of unsatisfactory services / delay in services or non-observance of the relevant clauses of the bid document.
- b) At the time the Contract is awarded, the decision for placing of work order lies with the discretion of Managing Director, Odisha State Medical Corporation Limited without any change in the terms & conditions of the bid and the bidding documents.

**14. Arbitration:**

OSMCL and the selected agency will make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the work assigned. In case of their failure to resolve the dispute/ s, the matter will be referred to Managing Director, OSMCL whose decision will be final and binding on both the parties. The arbitration proceedings if any shall be held in Bhubaneswar.

**15. Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

**For and on behalf of the Agency**

**For and on behalf of the Corporation**

**Date:**

**Date:**

**1.Witness**

**1.Witness**

**2.Witness**

**2.Witness**